

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007237
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Fire-Rescue Department	DATE: 8/20/2014
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SUBJECT: City EMS Medical Director Agreement - First Amendment

PRIMARY CONTACT (NAME, PHONE): Alyssa Ross , (619) 533-4308	SECONDARY CONTACT (NAME, PHONE): Chief Colin Stowell, (619) 525-8479
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	200227				
FUNCTIONAL AREA	OTHR-00000000-FI				
COST CENTER	1913000013				
GENERAL LEDGER ACCT	512059				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$116,020.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): FY 2015 Consultant Cost: \$232,040
Less Prev. Auth: \$116,020
This Request (Total): \$116,020 (Second Half of FY 2015)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	Comptroller	ORIG DEPT.	Mainar, Javier	08/29/2014
Risk Management		CFO		
Environmental Analysis		DEPUTY CHIEF		
Equal Opportunity Contracting		COO		
Financial Management		CITY ATTORNEY	Brazier, Noah	
		COUNCIL PRESIDENTS OFFICE		

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

1. Authorize the Mayor, or his designee, to extend the amended agreement with Dunford Medical Consultation for City EMS Medical Director services, for a period of five years from January 1, 2015 through December 31, 2019

2. Authorize the Chief Financial Officer to appropriate and the City Comptroller to expend the funds for the contracted services for the second half of Fiscal Year 2015 (in the amount of \$116,020), and for each subsequent fiscal year as part of the budget process.	
STAFF RECOMMENDATIONS: Adopt the Ordinance.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	
COMMUNITY AREA(S):	
ENVIRONMENTAL IMPACT:	This activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Therefore, this activity is not subject to CEQA per CEQA Guidelines Section 15060(c)(2).
CITY CLERK INSTRUCTIONS:	This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 8/20/2014

ORIGINATING DEPARTMENT: Fire-Rescue Department

SUBJECT: City EMS Medical Director Agreement - First Amendment

COUNCIL DISTRICT(S):

CONTACT/PHONE NUMBER: Alyssa Ross / (619) 533-4308

DESCRIPTIVE SUMMARY OF ITEM:

Request Council Ordinance to extend the Amended City EMS Medical Director agreement for services of Dr. James Dunford. The current agreement is set to expire on December 31, 2014 and includes a provision to extend the contractor's services for an additional five years. Staff is requesting to extend the agreement through December 31, 2019 along with a modification to the scope of work.

STAFF RECOMMENDATION:

Adopt the Ordinance.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego's Emergency Medical Services (EMS) Medical Director Agreement was awarded effective January 1, 2010 after a Request for Proposal (RFP) process was completed (See RFP, Attachment 1). This consultant agreement with Dunford Medical Consultation was originally for five years and is set to expire on December 31, 2014 (Attachment 2). The agreement includes a provision to extend the contractor's services for an additional five years through December 31, 2019. The First Amendment will exercise the option to extend as well as modify the Medical Director's scope of work regarding oversight of the medical workforce (Attachment 3).

The goal of the City is to sustain a high-performance EMS system. The City EMS Medical Director plays an integral role by providing direct oversight of the clinical aspects of the City's 911/EMS system as well as San Diego Project HeartBeat. As summarized below, some of the key duties outlined in the RFP scope of work (Attachment 1, pages 6-8) include:

1. Physician signatory for the City to obtain medicines for use on Fire trucks and engines, ambulances, and for the Urban Search and Rescue (USAR) teams,
2. Maintain training and testing standards and provide continuing education for the medical workforce,
3. Establish and monitor clinical performance measures,
4. Review and mitigate quality assurance and medical practice issues,
5. Modify medical dispatch or treatment protocols as needed (in accordance with County and State policies) to send appropriate resources and enhance the standards of medical care,
6. Respond to mass casualty or disaster incidents (e.g. coordinating with the County EMS staff as well as Police/Fire/EMS/tactical teams),
7. Participate on various EMS committees, and
8. Conduct research and implement new therapeutic modalities and innovations to sustain a high-performance EMS system within the City.

As part of this contract extension, the scope of work will be modified to clarify the Medical Director's role with regard to the medical workforce (both Fire-Rescue personnel as well as EMS contractor personnel). As a consultant, the City EMS Medical Director will establish criteria and guidelines for on-going evaluation of medical personnel working in the City's EMS system, and advise the appointing authorities as part of a review process. However, the First Amendment removes the requirement for the Medical Director to "initiate" a personnel action as this authority rests on that person's employer.

Dr. James Dunford has provided medical advisory services for the City since 1987 and has been acting in the capacity of EMS Medical Director for the City since 1997. Over these years he has led the development of numerous nationally respected systems of care in the San Diego region, including San Diego Project Heartbeat (the nation's premier public access to defibrillation program), the San Diego STEMI (heart attack) system, the San Diego stroke system, and the San Diego Serial Inebriate Program (SIP) addressing chronically homeless alcoholics. He was instrumental in implementing the City's Clean Syringe Exchange Program (CSEP) and has continually chaired that committee since 2001. He leads the City's Resource Access Program (RAP) to help case manage the population of vulnerable frequent users of EMS in the City in to existing community programs to meet their need. Under his guidance, the City's innovative RAP Program has been selected by the State EMS Authority to be included in a two-year pilot "community paramedic" program that will test the effectiveness of an expanded scope of practice for paramedics. He has served as a Co-investigator for the National Institute of Health Resuscitation Outcomes Consortium (ROC) which evaluates promising pre-hospital treatments for cardiac arrest and major trauma patients (and San Diego's EMS system is a key participant). Dr. Dunford has also been a visionary for regionalized information exchange between the pre-hospital system and the social-services focused Community Information Exchange (CIE) as well as the hospital based Health Information Exchange (HIE) in an effort to better coordinate and enhance patient care.

FISCAL CONSIDERATIONS: The base compensation for the term of this contract is \$232,040. The contract also provides for an annual CPI adjustment not to exceed 3% per year. The total cost for the five-year contract shall not exceed \$1,250,405. This cost will be partially offset by an ambulance transport fee of approximately \$2.40 per emergency response to paid for by the Ambulance contractor. This transport fee will also be subject to annual CPI adjustments. On average, the contractor transports 85,000 patients per year which is projected to generate \$200,000 during FY 2015. The term of the contract is based on a calendar year. As a result, the fiscal impacts and projected ambulance transport fee revenue have only been projected for six months (January through June) for FY 2015 and FY 2020. The estimated fiscal impact to the Emergency Medical Services/Medical Transport Fund and projected ambulance transport fee offsets as a result of extending this agreement are as follows:

Fiscal Year	Projected Fiscal Impact to the EMS/MTS Fund	Projected Revenue Offset
FY 2015	\$116,020	\$100,000
FY 2017	\$246,170	\$210,000
FY 2018	\$253,555	\$216,000

FY 2019	\$261,162	\$229,000
FY 2020	\$134,498	\$117,000

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): 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 Ordination (San Diego Municipal Code Sections 22.3501 through 22.3417).

PREVIOUS COUNCIL and/or COMMITTEE ACTION: The original five-year EMS Medical Director agreement with this contractor was approved by City Council on December 17, 2009 (R-305478).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Citizens and visitors who might access the City of San Diego's 911/EMS system, the City's Fire-Rescue Department and contracted EMS Provider, medical personnel who work in the City's EMS system, and regulatory agencies (County EMS and State of California EMS Authority) are key stakeholders.

Mainar, Javier
Originating Department

Deputy Chief/Chief Operating Officer



CITY OF SAN DIEGO

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

Proposal No. 9627-09-V-RFP

REQUEST FOR PROPOSAL

Closing Date: April 29, 2009
@ 4:00 pm P.T.

Subject: Furnish the City of San Diego with a Medical Director for Emergency Medical Services and Medical Transportation Services.

Timeline: As may be required for a period of five (5) years from date of a fully executed Contract, with an option to renew for an additional five (5)-year period, contingent upon Council approval, in accordance with the attached specifications.

Company _____	Name _____
Federal Tax I.D. No. _____	[PRINT OR TYPE]
Street Address _____	Signature* _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Tel. No. _____ Fax No. _____	<i>*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.</i>
E-Mail _____	SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.
If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No	Cash discount terms _____% _____ days. [Terms of less than 20 days will be considered as Net 30 for proposal evaluation purposes.]
If Yes, under what Permit # _____	
City of San Diego Business Tax License #: _____	

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

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

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

LESLIE VALDEZ, CPPB/b19, Procurement Specialist

Phone: (619) 236-7090

Fax: (619) 533-3238

E-mail: LValdez@sandiego.gov

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I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego (“City”) desires to enter into an agreement with the selected person or institution to deliver the services specified in this Request for Proposal. The City has Advanced Life Support (ALS) first responder and medical transportation services to respond to medical emergencies. The emergency medical services (EMS) system currently in place, which pairs Fire-Rescue Department first responder (engine and truck company) paramedics with an emergency medical technician and paramedic staffed ambulance, is a result of the blue ribbon task force review conducted in 1996. The current EMS Provider is San Diego Medical Services Enterprise (“SDMSE”), which is a limited liability partnership between the Fire-Rescue Department and Rural/Metro of San Diego. The City is currently in the process of a Request for Proposal for a medical transportation provider as required by City Charter. The City has a nationally accredited dispatch center, Fire Communication Center (FCC), which utilizes the Medical Priority Dispatch System (MPDS) software. The County of San Diego has been designated by the State of California as the Local Emergency Medical Services Agency (LEMSA) and the City complies with the directives issued by the County of San Diego regarding EMS.

B. SCOPE OF WORK

The goal of the City is to sustain a high-performance emergency medical services (EMS) system. The Medical Director works closely with Quality Assurance / Quality Improvement (QA / QI) staff for both the City’s first responder and the contracted medical transportation provider. This position requires approximately thirty (30) hours per week of dedicated services. This individual oversees curriculum and provides regular in-service continuing education for the paramedic workforce. This individual will review medical operations procedures and may be requested on-scene at multi-casualty or disaster incidents. The City Medical Director participates and/or chairs various committees such as: EMS Staff Committee, Quality Improvement (QI) Committee, Medical Dispatch Review Committee (MDRC), and attends the County’s Base Station Physician’s Committee (BSPC) and Pre-Hospital Audit Committee (PAC). This position may be the liaison to law enforcement in such areas as the Homeless Outreach Team (HOT) and Serial Inebriate Program (SIP). In addition, the City’s Medical Director will be the liaison to the County of San Diego (County) EMS Medical Director.

The City’s Medical Director is the signatory for the City to purchase controlled drugs for its first responder and medical transportation provider as well as the cache for the Urban Search and Rescue (USAR) other special assignment teams. A current physician license and DEA registration (Form 224) will be required. Requirements of the Medical Director are further delineated in the Specifications, Section II of this RFP.

C. OBJECTIVE

This Request for Proposal (RFP) is being issued in order to solicit proposals from qualified medical professionals with experience in conducting medical oversight of emergency medical services such as pre-hospital EMS, emergency or trauma departments, or EMS systems for a government agency.

Interested parties who meet the specifications and requirements of this RFP are encouraged to submit a Proposal.

The contract term shall be for a period of five (5) years from the date of a fully executed Contract, with an option to renew for an additional five (5)-year period contingent upon Council approval, in accordance with the attached specifications.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer.
3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
4. EMS Program Manager: Also referred to as Contract Administrator.
5. EMS Provider: This term refers to the EMS system for the City of San Diego comprised of City of San Diego Fire-Rescue Department personnel and a contract vendor for providing medical transportation services. At present, the EMS system for the City of San Diego is comprised of the Fire-Rescue Department and Rural/Metro San Diego, Inc. employees. A separate Request for Proposal is in progress for providing the City of San Diego with medical transportation services.

II. SPECIFICATIONS

A. CORE REQUIREMENTS AND DELIVERABLES

Consultant services shall include the following:

1. Establish and monitor all clinical aspects of the City 911 system's performance including clinical quality of care of all medically trained staff performing services under the City's EMS contract.
2. Review and approve the City's medical oversight procedures, agency dispatch protocols, and triage algorithms (including protocols and triage algorithms for agencies dispatched by the City's Fire Communications Center). In collaboration with the County EMS Agency, enhance the City 911 system's standard of care and notify the County of any changes. No change shall be made in the system's standard of care which results in a standard that is less than or in contradiction of the minimum standards established by the County of San Diego and required by the laws and regulations of the State of California.
3. Monitor clinical activities of EMS personnel providing care within the system in accordance with the then current system standard of care. Personnel subject to such clinical oversight shall include the City of San Diego's Fire-Rescue Department employees and contracted medical transportation provider performing functions pursuant to the City's EMS contract, such as:
 - a. Persons receiving telephone requests for ambulance services,
 - b. Persons providing quality assurance (QA) duties related to dispatch,
 - c. First responders,
 - d. Transport ambulance personnel, and
 - e. Field training and quality assurance (QA) personnel.
4. The City Medical Director shall:
 - a. Maintain training standards for paramedics in the City EMS System, in accordance with City, County and State guidelines,
 - b. Work with the City's EMS medical transportation provider in developing discipline processes (e.g. Fire Fighter Bill of Rights),
 - c. Initiate action to suspend the ability of any medically-trained employee to medically function in the City EMS system, by notifying the appropriate authority of that person's employer, and
 - d. Notify the City's EMS Program Manager to report any such discipline or suspension to County EMS Medical Director for further action as appropriate.
5. Provide a quarterly report to the City's EMS Program Manager on whether the treatment being performed adheres to County of San Diego EMS policies and procedures, and any recommendations for corrective actions.

6. Attend meetings of the County EMS committees, local medical society meetings, and represent the EMS system at appropriate EMS meetings, seminars, and conferences in order to stay abreast of developments in emergency medical care.
7. When appropriate and in conjunction with the County EMS Agency, City Medical Director shall:
 - a. Define the necessary resources to respond to all requests for services;
 - b. Define the criteria for various categories assigned to calls (e.g. Priority 1, Priority 2, etc.);
 - c. Periodically revise the priority dispatch protocols based on findings of quality improvement activities and research and State guidelines; and
 - d. Develop appropriate triage algorithms in conjunction with State guidelines to be used in the Fire Communications Center and in the field to identify alternative modes of transportation or destinations based on the patient's needs and the individual's medical condition. Triage algorithms may include alternative referral and treatment options.
8. Review all City EMS clinical procedures annually to ensure that they meet accepted medical protocols set by the County of San Diego. Participate in staff conferences to improve or recommend revisions to protocols.
9. Work with the EMS Provider to update or change Key Performance Indicators to be consistent with County and State requirements.
10. Collaborate with the designated City of San Diego continuous quality improvement (CQI) personnel to monitor outcomes of patient care to determine what is positively affecting patient outcomes and what is not.
11. Provide input into continuing education to ensure that it is based on system strengths and weaknesses identified by the CQI program.
12. Review CQI audits and activities at intervals defined in the City's EMS contract.
13. Review clinical aspects of records of patient care activity resulting in poor patient outcome (as reported by field personnel, City QA staff, Base Hospital staff, or County EMS) within ten (10) business days following the occurrence and recommend corrective action when necessary.
14. Maintain privacy and confidentiality of records, conditions, and other information relating to patients, employees, and the ambulance service.
15. Liaison with base hospitals, including but not limited to base nurse coordinators and base medical directors.
16. Liaison with local law enforcement for such preventative programs as the Homeless Outreach Team (HOT) and Serial Inebriate Program (SIP) and represent the City regarding public health initiatives, insofar as they may impact the City's EMS system.

17. Establish and monitor all clinical aspects of non-911 services performed by the City's EMS System staff (such as contracts for critical care transports, special event standby work, etc.).
18. Provide medical direction for the San Diego Project Heart Beat program. San Diego Project Heart Beat (SDPHB), supported by the Corporate Partnership Program and San Diego Medical Services Enterprise, was established in 2001 as an innovative step toward making San Diego a "heart safe region." The goal is to save lives through early defibrillation. The objective is to make automatic external defibrillators (AEDs) as accessible as fire extinguishers throughout the San Diego community. SDPHB is charged by a Program Manager, Training Center Coordinator, Office Manager and AED Advocate who manage and facilitate all facets of the program, including AED sales, physician medical oversight, training and certification, record keeping and data collection, complete program maintenance, incident management, site selection and indemnification.

SDPHB's mission is to improve the survivability of sudden cardiac arrest victims in San Diego by placing AEDs in public facilities. SDPHB has exceeded its mission, objective and goals by initiating life saving programs in a wide variety of public and private venues throughout San Diego County. Some of those arenas include school districts, the regional Airport Authority, the Del Mar Fairgrounds and Thoroughbred Club, Qualcomm, Petco Park, San Diego City and County department buildings. In addition, SDPHB staff travel throughout the United States to consult with cities and counties on developing similar programs.
19. Maintain effective communication with members of administration, management and staff from the City of San Diego as well as EMS Provider and their insurance and legal representatives as needed.
20. In the event of a City-declared disaster, the Medical Director may be requested to serve as an EMS advisor or may have a role in the medical branch of the City's incident command system.
21. Interact with EMS authorities as a representative of the City when requested or required.
22. Medical Director shall act as signatory to purchase controlled drugs for the City's first responders and medical transportation provider.

B. CITY'S RESPONSIBILITIES

The City shall provide the in-house coordination staff and resources necessary to support the EMS Medical Director's function. Such resources and staff will include:

1. An office which will be equipped with furniture, an office telephone, cellular phone, a computer with access to the Internet, the computer aided dispatch (CAD) system and other word processing, presentation and spreadsheet software, and downtown parking; and

2. An administrative staff-support position, shared between the City EMS Medical Director and the City EMS Program Manager. Limited administrative and clerical support such as setting committee meetings and preparing agendas and presentations; special projects and providing customer service liaison for the program.

C. QUALIFICATIONS AND EXPERIENCE

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Proposer, the following information must be included with the technical proposal:

1. Proposer shall provide Curriculum Vitae and a personal statement from the physician who will be dedicated to the City's account.
2. Proposer shall provide the name and contact information of the designated physician.
3. Proposer shall not change the designated physician without the prior written approval of the City.
4. The City's Medical Director shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 619, 858, 760 or a toll free number, during normal City business hours, and twenty-four (24)-hours per day, seven (7)-days per week, including holidays, as may be required during a disaster-type incident.
5. Medical Director shall hold a currently-valid California physician's license. Proposer shall submit a copy of the proposed Medical Director license with the Technical Proposal volume.
6. Medical Director shall hold board certification in emergency medicine and successful completion of the National Association of EMS Physician's (NAEMSP) Medical Director's Course, or hold board certification in a related specialty and successful completion of the NAEMSP Medical Director's Course. Proposer shall submit proof of the proposed Medical Director certification with the Technical Proposal volume.
7. Medical Director shall hold currently-valid Advanced Cardiac Life Support (ACLS) certification. Proposer shall submit proof of the proposed Medical Director certification with the Technical Proposal volume.
8. Medical Director shall become National Incident Management (NIMS) qualified within one (1) year of the start of the contract by completing NIMS courses 100, 200, 700, and 800.b. If the proposed Medical Director has already completed this course, Proposer shall submit proof of completion of this requirement with the Technical Proposal volume.

9. The City desires the proposed physician continue working in the Emergency Department of a hospital to retain current knowledge in emergency medicine.

D. REFERENCES (PAST PERFORMANCE)

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the requirements and deliverables of this RFP during the past five (5) years.

III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES – INSTRUCTIONS

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

Fixed lump sum price shall be inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City. No other charges will be considered. Payment to be made in arrears for services rendered.

Evaluation of award will be based on a fixed price (lump sum total), all costs inclusive for the core requirements and deliverables as specified in Section II of this RFP. No other charges will be considered. Additionally, the City may withhold approximately ten (10) percent of the total contract price until all services provided by the Proposer have been determined to be acceptable to the City.

B. PRICING PAGE

Fixed Price Lump Sum for Core Requirements and Deliverables as specified in Section II:

Description	Fixed Price Year 1	Fixed Price Year 2	Fixed Price Year 3	Fixed Price Year 4	Fixed Price Year 5
Medical Director (as specified in Section II)	\$	\$	\$	\$	\$

C. OPTION TO RENEW

The City reserves the option to renew the contract with the winning Proposer for an additional five (5)-year period upon approval in accordance with City approval requirements under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Proposer with such agreement to be confirmed within sixty (60) days prior to the expiration of the initial Contract period.

The City's initial letter offering the Proposer 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.

The City will not grant an option, if the Proposer requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Proposer 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.

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

IV. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

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

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. P.T. on Tuesday, March 12, 2009. Such requests should contain the following: “QUESTIONS: 9627-09-V-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Leslie Valdez at L.Valdez@saniego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:

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

- e. Separated into Technical and Price Proposal Volumes; and
- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

D. CLOSING DATE

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

E. LATE SUBMISSIONS

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

F. ECONOMY OF PREPARATION

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

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

Proposers must submit one (1) original and three (3) copies of the Technical Volume plus one (1) original and four (4) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

1. Volume I – Technical Proposal

a. Executive Summary

The Executive Summary shall contain a brief narrative summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section II, Specifications

All items specified in Section II, "Specifications" must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in Section II of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

c. Additional Submittals/Forms

- (1) All documents as specified in Section II.
- (2) Proposer's References (use form in Forms section) as specified in Section II.D.
- (3) Proposer's Statement of Subcontractors (use form in Forms section).

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume. Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

a. Completion and Signing of the RFP Cover Page

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

b. Price Proposal Page(s)

Proposers shall submit pricing Proposals on the City's Price Proposal page(s), unless otherwise stated in this RFP.

c. Additional Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section V, paragraph L (use form in Forms section).
- (2) Vendor Registration Form (use form in Forms section).
- (3) Contractor Certification Regarding Drug-Free Workplace Compliance (use form in Forms section).
- (4) Equal Opportunity Contracting as specified in Attachment A (use form in Forms section).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Upon provisional award, the selected Consultant(s) will be required to provide additional submittals as referenced below. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive. Required submittals include:

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

I. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

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

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

K. TECHNICAL EVALUATION

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

The criteria that will be used by the TEC for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance. The TEC may request additional technical assistance from any source.

1. Qualifications and Experience;
2. Past Performance as indicated by References;
3. Executive Summary and Specifications; and
4. Optional Oral Presentation, Interview and Establishment of Rapport with Key Personnel.

5. Commitment to Equal Opportunity Contracting demonstrated by programs and hiring practices in employment and subcontracting, as specified in Section VI, Paragraph P (refer to Attachment A). This is a desirable. Extra merit may be reflected in the evaluation.

L. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms section (use form in Forms section). This document will be used in determining the Proposers' financial responsibility.

Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. The Proposers may also be required to provide a copy of their most recent Peer Review report. These documents may be relied on in further determining Proposers' financial responsibility and compliance with current auditing standards.

M. ORAL PRESENTATIONS & INTERVIEWS (OPTIONAL)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and/or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. The City has tentatively scheduled the dates of May 27 and May 29, 2009 for possible oral presentations and interviews. In the event these tentative dates will need to be modified by the City, Proposers are required to make the oral presentation and interview of the key personnel within five (5) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

N. NEGOTIATION

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

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

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

O. CITY'S UNILATERAL RIGHT

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

P. EVIDENCE OF RESPONSIBILITY

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

Q. BASIS OF AWARD

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

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

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

R. INCURRED EXPENSES

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

V. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

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

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

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

C. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance 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.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insured pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
2. Automobile Liability coverage with limits of at least one million dollars per occurrence combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
3. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.00) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.
4. Professional Liability coverage with limits of at least two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the successful Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under a contract resulting from this RFP.
5. Any deductibles or self-insured retentions applicable to any of the above-referenced coverage are the sole responsibility of the Proposer and must be disclosed to and acceptable to the City at the time evidence of insurance is provided.
6. The policy or policies providing liability shall be primary and non-contributory to any insurance that may be carried by the City of San Diego, as reflected in an endorsement which shall be submitted to City.

D. INDEMNIFICATION AND HOLD HARMLESS

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

E. GENERAL PROVISIONS

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

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

F. EXCEPTIONS

If a Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

G. INDEPENDENT CONTRACTOR

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

H. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the Purchasing & Contracting Department.

I. DELAYS AND EXTENSIONS OF TIME

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

J. SUSPENSION OF WORK

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

K. QUALITY ASSURANCE MEETINGS

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

L. INSPECTION, ACCEPTANCE, AND PAYMENT

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

M. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be included in Section III pricing reflected on the "Pricing Page."

N. CONFIDENTIALITY OF SERVICES

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

O. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

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

P. STATEMENT OF ECONOMIC INTEREST

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

Q. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

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

R. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer and Memorandum of Agreement is fully executed by all signatories, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

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

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

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer 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 proposal. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

PROPOSER’S STATEMENT OF FINANCIAL RESPONSIBILITY

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

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

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

Dated: _____ Signature: _____



The City of San Diego
Purchasing and Contracting Department
Vendor Registration

Vendor ID:

Firm Information

Firm Name:
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Information

Name:
Title:
Email:
Phone: Cell:

Address to Which Bids Should Be Sent (if different from above)

Check here if same from above

Mailing Address:
City: State: Zip:

Contractor Licenses

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

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

Ownership Classification

Classification:

* select from the following List of Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Hispanic	(Minority Business Enterprise/Hispanic /)
MBE/Native American	(Minority Business Enterprise/Native American)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All 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 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
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

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

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

Is your firm a publicly traded corporation? **Yes** **No**

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

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

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes **No**

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

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

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes **No**

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes **No**

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

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____

DATE: _____

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction 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: _____

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

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

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

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

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

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

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

JAN I. GOLDSMITH, City Attorney

By: _____

Deputy City Attorney



Attachment A

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

Introduction

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

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

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

Business Conduct

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

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.

- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.
- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
- Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the ***twelve (12) months*** immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

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

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

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

Transparency in Lobbying

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

False Claims

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

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

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

Enforcement

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

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

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

EXHIBIT A**MEMORANDUM OF AGREEMENT****Parties**

This Memorandum of Agreement ("MOA") is hereby made by and among DUNFORD MEDICAL CONSULTATION ("Proposer") and the City of San Diego ("City"), collectively referred to as the "Parties," to memorialize their acceptance of the terms of the contract resulting to the Proposer's successful proposal in response to the City's Request for Proposal ("RFP") No. 9627-09-V – Medical Director for Emergency Medical Services and Emergency Medical Transportation Services.

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

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

In addition to the terms and conditions contained in the Contract Documents as defined above, the Parties agree to the following:

Notwithstanding the previously submitted Pricing Page in response to the RFP setting forth annual automatic pricing increases, the Parties agree that in lieu thereof the attached Pricing Page shall govern for the term of this MOA with any annual pricing adjustment thereto dependent on and in direct relation to (whether upwards or downwards) the "All Urban San Diego Consumer Price Index, All Terms" at a maximum of three percent per annum.

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

Accepted and Agreed,

City of San Diego

HILDRED PEPPER, DIRECTOR

By: Hildred Pepper
Date: 12/11/09

Proposer

DUNFORD MEDICAL CONSULTATION

By: Jan V. Amato
Date: 10/5/09

I HEREBY APPROVE the form and legality of the foregoing agreement this 8th
day of December, 2009.

JAN I. GOLDSMITH, City Attorney

BY: Jan I. Goldsmith



THE CITY OF SAN DIEGO

October 2, 2009

VIA EMAIL

Dr. James V. Dunford
Dunford Medical Consultation
1986 Linwood Street
San Diego, CA 92110-1236

Dear Dr. Dunford:

Subject: **PRICE EXTENSION REQUEST**

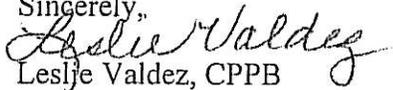
Proposal No. 9627-09-V – Medical Director for Emergency Medical Services and
Emergency Medical Transportation Services

The City of San Diego is processing its request for City Council approval of the award of the subject proposal to your company. In consideration of the time required to complete the award process, it is requested that you extend your negotiated pricing for an additional ninety (90) day period beginning October 30, 2009. Please indicate your approval to extend the pricing as negotiated with the City (copy attached) by signing below.

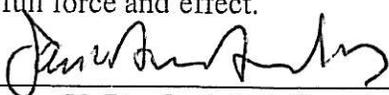
Please submit your response to me via email attachment to LValdez@sandiego.gov no later than October 15, 2009. If you have any questions, please feel free to call me at (619) 236-7090.

Thank you for your continued cooperation.

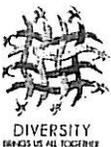
Sincerely,


Leslie Valdez, CPPB
Procurement Specialist

I agree that Dunford Medical Consultation will extend its negotiated pricing (copy attached) for the subject RFP for an additional ninety (90) day period beginning October 30, 2009. Except as provided herein, all other terms and conditions of the RFP, including issued addenda and any amendments mutually agreed to between the City and Dunford Medical Consultation, shall remain in full force and effect.

Signed: 
James V. Dunford, Sole Proprietor

Dated: 10/2/09



B. PRICING PAGE (Revised and re-submitted as of 9/30/09)

Fixed Price Lump Sum for Core Requirements and Deliverables as specified in Section II:

Description	Fixed Price Year 1	Fixed Price Year 2	Fixed Price Year 3	Fixed Price Year 4	Fixed Price Year 5
Medical Director (as specified in Section II)	\$ 216,078 (Base)	Year 1 + CPI Adjustment	Year 2 + CPI Adjustment	Year 3 + CPI Adjustment	Year 4 + CPI Adjustment

Additional Terms:

1. An annual CPI adjustment will be applied at the start of each Fiscal Year (beginning July 1). This will be calculated using the "All Urban San Diego Consumer Price Index" and may result in a compensation increase or decrease.
2. Increases will be capped at 3.0% per annum.

Signed:



James V. Dunford, MD

Date:

9/30/2009

RESOLUTION NUMBER R- 305478
DATE OF FINAL PASSAGE DEC 17 2009

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING TO EXECUTE A CONTRACT WITH DUNFORD MEDICAL CONSULTATION FOR EMERGENCY MEDICAL SERVICES FOR MEDICAL DIRECTOR.

WHEREAS, the Emergency Medical Services [EMS] Medical Director provides clinical oversight of the City's contracted EMS/medical transportation provider and the Fire-Rescue Department's First Responder program; and

WHEREAS, these services have been performed to date under a consultant contract with the University of California San Diego [UCSD] Medical Center, Department of Medicine, with specific services provided by Dr. James Dunford, a UCSD emergency physician; and

WHEREAS, the initial contract between the City and UCSD for Medical Director services was for five years, commencing on July 1, 1997 and terminating on June 30, 2002; and

WHEREAS, the initial contract provided for a two three-year extensions, which were exercised and subsequently expired on June 30, 2008; and

WHEREAS, the initial contract was extended until and through December 31, 2009 in order to maintain the continuity of EMS Director services during the competitive procurement process; and

WHEREAS, the City is required to conduct a competitive procurement process when this EMS Medical Director consultant contract expires; and

WHEREAS, the City began such a Request for Proposal [RFP] process in February 2009 for award of a new contract; and

WHEREAS, after an extensive advertisement, the City received one response for the new contract from Dunford Medical Consultation; and

WHEREAS, the Technical Evaluation Committee [TEC] reviewed the proposal and Dunford Medical Consultation was rated "Exceptional" in all categories and voted to recommend award of the new contract to Dunford Medical Consultation; and

WHEREAS, the term of the five-year contract will be from January 1, 2010 through December 31, 2014. The base starting compensation is \$216,078.00. An annual adjustment will be applied at the start of each fiscal year based on the "All Urban San Diego Consumer Price Index" [CPI, resulting in a downward or upward adjustment with a cap of 3% per annum. Assuming the maximum allowable CPI increases over the course of the initial five year term, the total cost for the full five-year contract term would not exceed \$1,164,398.00. The cost of the Medical Director services is funded by the City's General Fund, however, approximately 70% of the cost is reimbursed by the City's contracted EMS provider, San Diego Medical Services Enterprise [SDMSE], based on a per-patient transport fee; and

WHEREAS, this term of the contract is five years, with an option to renew for an additional five-year period; and

WHEREAS, if additional five-year option is executed, the base compensation then in existence will be the base compensation to be used for the commencement of the elected option period subject to the same pricing terms as set forth above governing the initial term; and

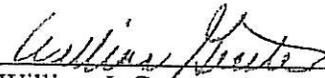
WHEREAS, on October 14, 2009, the Public Safety and Neighborhood Services Committee voted 4-0 to approve staff recommendations and forward the item to the full City Council; NOW, THEREFORE,

BE IT RESOVLED, by the Council of the City of San Diego, as follows:

1. That the Mayor or his designee is hereby authorized and empowered to execute a contract with Dunford Medical Consultation for City EMS Medical Director for a period of five years from the date of the fully executed contract with an option to renew for an additional five-year period, for an amount not to exceed a total of \$1,164,398.00 for the five-year term.

2. That the City Attorney is directed to draft the documents required to award the contract to Dunford Medical Consultation.

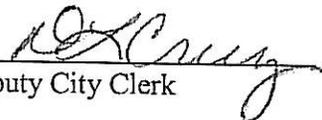
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
William J. Gefsten
Deputy City Attorney

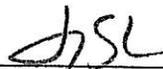
WJG:cfq
11/06/09
Or.Dept:Fire/EMS
R-2010-363
MMS#10891

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of DEC 8 2009.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 12.17.09
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

CERTIFICATE NUMBER
(FOR COMPTROLLER'S USE ONLY)
n/a

TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Administration	DATE: 10/27/2009
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SUBJECT: Emergency Medical Services (EMS) Medical Director - Contract Award

PRIMARY CONTACT (NAME, PHONE): Alyssa Ross , 619-533-4308	SECONDARY CONTACT (NAME, PHONE): Debra Fischle-Faulk, 619-533-4541
--	---

COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
DEPT / FUNCTIONAL AREA	OTHR-00000000-G				
ORG / COST CENTER	1311110013				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$108,039.00	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): The total cost for the five-year contract will not exceed \$1,164,398. The estimated cost/reimbursement per fiscal year is:

Est. GF Budget / Est. Reimbursement by SDMSE

FY 2010	\$108,039	\$75,628 (Half FY, contract begins 1/1/2010)
FY 2011	\$222,561	\$155,793
FY 2012	\$229,238	\$160,467
FY 2013	\$236,115	\$165,281
FY 2014	\$243,198	\$170,239
FY 2015	\$125,247	\$87,673 (Half FY, contract ends 12/31/2014)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Fischle-Faulk, Debra	11/4/2009
Liaison Office	CFO		
Equal Opportunity	DEPUTY CHIEF	Hill, Wally	11/19/2009

Contracting				
Financial Management		COO		
Comptroller		CITY ATTORNEY	Gersten, William	11/9/2009
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. Authorize the Mayor to execute a contract for City EMS Medical Director with Dunford Medical Consultation, for a period of five (5) years from the date of the fully executed contract with an option to renew for an additional five (5) year period.</p> <p>2. Direct the City Attorney to draft the documents required to award the contract to Dunford Medical Consultation.</p> <p>3. Authorize the Chief Financial Officer as delegated to Financial Management to appropriate and the City Comptroller to expend the funds for the contracted services for Fiscal Year 2010 (in the amount of \$108,039), and for each subsequent fiscal year as part of the budget process.</p>				
STAFF RECOMMENDATIONS:				
Approve the requested actions.				
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)				
COUNCIL DISTRICT(S):	All			
COMMUNITY AREA(S):				
ENVIRONMENTAL IMPACT:	This activity is not a "project" and therefore exempt from the CEQA pursuant to the State Guidelines Section 15060 (c)(3).			
CITY CLERK INSTRUCTIONS:	Please forward copy of final signed Reso to Alyssa Ross, MS 604-A. - Thank you.			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 10/27/2009

ORIGINATING DEPARTMENT: Administration

SUBJECT: Emergency Medical Services (EMS) Medical Director - Contract Award

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Alyssa Ross / 619-533-4308

REQUESTED ACTION:

Approve a Resolution to authorize the Mayor to execute a contract for services of EMS Medical Director with Dunford Medical Consultation, for a period of five (5) years from the date of the fully executed contract with an option to renew for an additional five (5) year period.

STAFF RECOMMENDATION:

Approve the requested actions.

EXECUTIVE SUMMARY:

The Emergency Medical Services (EMS) Medical Director provides clinical oversight of the City's contracted EMS/medical transportation provider and the Fire-Rescue Department's First-Responder program. Some of the key duties of the Medical Director include:

1. Signatory for controlled medicines for use on Fire trucks and engines, ambulances, and for the Urban Search and Rescue (USAR) teams,
2. Training, testing and continuing education of emergency medical personnel,
3. Review and mitigation of quality assurance and medical practice issues,
4. Coordination with the County EMS staff, Police/Fire/EMS/tactical teams, copter crews, etc.,
5. Responding to mass casualty incidents and other major incidents,
6. Conducting research and assisting in improving the city's TapChart and data management system,
7. Implementation of new therapeutic modalities.

Historically, these services have been performed under a consultant contract. The previous contract was with the University of California San Diego (UCSD) Medical Center, Department of Emergency Medicine, with specific services provided by Dr. James Dunford, a UCSD-Emergency physician. The initial contract between the City and UCSD for Medical Director services was for five years, commencing on July 1, 1997 and terminating June 30, 2002. It provided for two three-year extensions which were exercised and the contract expired June 30, 2008. Per the Municipal Code, the City is required to conduct a competitive procurement process when a consultant contract expires. However, it was decided to maintain the continuity of the Medical Director while the city conducted a competitive procurement process for a new EMS Provider contract. The Medical Director contract was extended under the sole source provision.

The City began a Request for Proposal (RFP) process in February 2009 for award of a new contract (Proposal No. 9627-09-V – “Medical Director for Emergency Medical Services and Medical Transportation Services”). Although it was extensively advertised, the City received one response for the new contract from Dunford Medical Consultation (Dr. Dunford). The Technical Evaluation Committee (TEC) reviewed the proposal and Dunford Medical Consultation was rated “Exceptional” in all categories. After completing the reference checks, the TEC voted to recommend award of the new contract to Dunford Medical Consultation.

FISCAL CONSIDERATIONS:

The term of the five-year contract will be January 1, 2010 through December 31, 2014. The base compensation is \$216,078. An annual adjustment will be applied at the start of each fiscal year based on the “All Urban San Diego Consumer Price Index” and this may be downward or upward, however, it is capped at 3% per annum. Assuming the maximum allowable increases, the total cost for the full five-year contract term will not exceed \$1,164,398 and may be lower if CPI adjustments are below 3% or negative. The cost of the Medical Director services is funded by the City’s General Fund, however, approximately 70% of the cost is reimbursed by the City’s contracted EMS Provider, San Diego Medical Services Enterprise (SDMSE), based on a per-patient transport fee.

The cost of EMS Medical Director Services for FY 2010 will be \$108,039 for half of the Fiscal Year (due to the contract starting in January), and will also be paid for with this action. It is projected that offsetting revenue will amount to \$75,628.

It should be noted that although the bid received by Dunford Medical Consultation was the sole bid and was recommended based on technical and pricing by the TEC, Dr. Dunford, in light of the current fiscal challenges the City is facing, resubmitted a pricing proposal reducing his base compensation by \$10,000.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

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 Ordination (San Diego Municipal Code Sections 22.3501 through 22.3417).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On October 14, 2009 the Public Safety and Neighborhood Services Committee voted 4-0 to approve staff recommendations and forward the item to the full City Council.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

In an effort to reach out to as many potential proposers as possible, the RFP was posted on the City’s Purchasing & Contracting (P&C) website, advertised in the San Diego Daily Transcript, posted on various EMS trade websites (including the State of California EMSA website), and sent to approximately 75 interested parties (hospitals and doctors).

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The State of California EMS Authority, County of San Diego EMS, San Diego Fire-Rescue Department 911 Dispatchers & First Responders, San Diego Medical Services Enterprise

(SDMSE) personnel, local hospitals, and citizens and visitors who may access 911 emergency medical services in the City of San Diego are key stakeholders. With the award of this contract, the provision of a clinical oversight of the City's 911 EMS system will continue to be provided.

Fischle-Faulk, Debra
Originating Department

Hill, Wally
Deputy Chief/Chief Operating Officer

A RENEWAL AND AMENDMENT
TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAN DIEGO
AND
DUNFORD MEDICAL CONSULTATION

This Amendment to the Memorandum of Agreement (“Amendment”) is hereby made by and among Dunford Medical Consultation (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize certain changes to the Contract Documents and to exercise the Contract Documents’ option to renew. The term “Contract Documents” is defined in the Memorandum of Agreement (“MOA”) between the Parties.

Recitals:

WHEREAS, the City desires to exercise the five-year Option to Renew located in section II.C of the City’s Request for Proposals (“RFP”) No. 9627-09-V – “Medical Director for Emergency Medical Services and Emergency Transportation Services of the Contract”; and

WHEREAS, the San Diego Fire-Rescue Department desires to amend certain sections of the Contract Documents in order to accurately reflect Proposer’s duties in the new term; now

THEREFORE, the Parties agree to the following:

Agreement:

- A. The Parties agree to extend the MOA and its associated Contract Documents for an additional one-year term, beginning on January 1, 2015 and ending on December 31, 2015, in accord with section II.C of the RFP, “Option to Renew.” After this initial term, this MOA shall be renewable for up to four additional one-year terms. All such additional renewals must be agreed to by the Parties in writing.
- B. The term “San Diego Medical Services Enterprise” in the Contract Documents shall be replaced with “City.”

C. The first sentence of section II.A.2 of the RFP shall be deleted and replaced with the following:

Review and approve the City's medical oversight procedures, agency dispatch protocols, and triage algorithms (including triage algorithms for agencies dispatched by the City's Fire Communications Center).

D. Section II.A.4 of the RFP shall be deleted and replaced with the following:

4. The City Medical Director shall:

a. Maintain training standards for Paramedics in the City EMS System, in accordance with City, County, and State guidelines.

b. Consult with the City's Fire-Rescue Department and EMS Provider via the City's Field training Program, Continuing Education Program, and joint QI/QA Program, to:

i. establish criteria for new-hire medical personnel to Pass Field Training;

ii. establish the guidelines for on-going evaluation, remediation, and discipline for medical personnel working in the City's EMS system; and

iii. participate in a review process to evaluate competency of medical personnel working in the City's EMS system and advise the appointing authority when required.

E. Section II.A.7.b shall be deleted and replaced with the following:

b. Define the levels of response assigned to medical aid requests for service (e.g. Priority 1, Priority 3, Priority 4, etc.);

F. Proposer's base compensation shall be set at an annualized rate of \$232,039 at the beginning of the new five-year term of this MOA. Proposer shall receive a CPI adjustment, either upward or downward, but not to exceed three percent (3%) either way, per year for each additional fiscal year (effective July 1) exactly as described in the Contract Documents.

All other terms and conditions of the Contract Documents shall remain in effect.

Accepted and Agreed,

City of San Diego

PURCHASING AGENT

Dennis Gakunga, Director
Purchasing & Contractor

Date: _____

Proposer

DUNFORD MEDICAL
CONSULTATION



James V. Dunford, M.D.

Date: October 13, 2014

I HEREBY APPROVE the form and legality of the foregoing amendment this ___ day of _____, 2014.

JAN I. GOLDSMITH, City Attorney

By: _____

Noah J. Brazier, Deputy City Attorney

City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition
(Contracting Out Review Request Form)



SEP 02 2014

Requesting Department: Fire-Rescue
Vendor Name: Dunford Medical Consultation (DMC)
Purchase Requisition #: TBD
Department Contact: Alyssa Ross - Ext. 3-4308
Date of Request: 8/26/14
Contract Amount: \$ 1,250,404.50

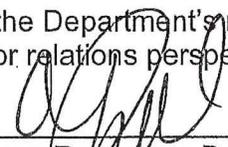
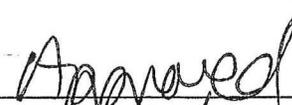
NOTE: Please provide a brief description of the activity/services requested and what contract work the contract would be doing. In addition, please be specific as to the location for the services.

Please submit request to HumanResources@sanidiego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
What is the contract for?	City EMS Medical Director services - Clinical oversight of the City's 911/EMS system.
Are City employees currently performing any of the work?	No.
Will any City employees be displaced as a result of this contract/bid?	No.

<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	<p>Yes. These services have been contracted out since 1987.</p> <p>An EMS Medical Director RFP was last conducted in 2009 (9627-09-RFP). The RFP includes the detailed scope of services to be performed by a licensed, qualified physician. The original five-year contract was awarded to Dunford Medical Consultation for the services of James V. Dunford, MD beginning on January 1, 2010. The current contract expires on December 31, 2014 and includes the option to extend for up to an additional five years.</p> <p>Fire-Rescue Department requests City Council pass an Ordinance to exercise the option to extend the contract for 5 years, through December 31, 2020. 2019.</p>
<p>Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)</p>	<p>No.</p>
<p>Is this a Tenant Improvement?</p>	<p>No.</p>
<p>Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.</p>	<p>Not applicable as the city does not currently employ a physician.</p> <p style="text-align: right;">ATTACH FILE</p>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<p><u>HUMAN RESOURCES DEPARTMENT USE ONLY</u></p>	
<p>Based on the Department's representation, this contract is from a labor relations perspective.</p> <p></p> <p>_____ Human Resources Department Liaison</p>	<p> 9/4/14</p> <p>_____ Date</p>

WORK FORCE REPORT – Page 2

NAME OF FIRM: DUNFORD MEDICAL CONSULTATION, INC. DATE: 08-26-14

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional	0	0	0	0	0	0	0	0	0	0	1	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
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Grand Total All Employees 1

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only: N/A

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: DUNFORD MEDICAL CONSULTATION, INC. DATE: 08-26-14

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
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Grand Total All Employees 1

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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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

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: September 9, 2014
SUBJECT: City EMS Medical Director Agreement – First Amendment	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Dunford Medical Consultation (Not Certified, M – Cauc.)

Amount of this Action: \$116,020.00
 Previous Actions: \$116,020.00
 Total Contract Amount: \$232,040.00

Funding Source: City of San Diego

Goal: 20% Voluntary Participation

SUBCONSULTANT PARTICIPATION

There is no subconsultant participation identified with this action. Any future subconsulting activity will be subject to agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Dunford Medical Consultation submitted a Work Force Report for their San Diego County employees dated August 26, 2014 indicating 1 employee in their Administrative Work Force.

The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

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

This action request Council Ordinance to extend the Amended City EMS Medical Director agreement for services of Dr. James Dunford.

KM

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO. 3000007237
 1913

HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$116,020.00

Vendor: Dunford Medical Consultation

Purpose: To extend the amended agreement with Dunford Medical Consultation for City EMS Medical Director services.

Date: September 10, 2014 By: 
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
01	200227				512059	1913	1913000013		\$116,020.00
TOTAL AMOUNT									\$116,020.00