



**CITY OF SAN DIEGO  
MAYOR JERRY SANDERS**

**MEMORANDUM**

DATE: March 28, 2008

TO: Council President Peters & City Council

FROM:  Beryl Bailey Rayford, Equal Opportunity Contracting Program  
Manager

SUBJECT: Extension of Agreement with Mercer Consulting on Proposed Pension  
Plan

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This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

CC: Fischle-Faulk, Debra  
Lujan, Magdalena

001107

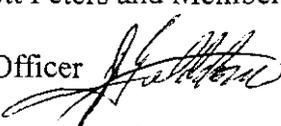


THE CITY OF SAN DIEGO  
MAYOR JERRY SANDERS

MEMORANDUM

DATE: March 17, 2008

TO: Honorable Council President Scott Peters and Members of the City Council

FROM: Jay Goldstone, Chief Operating Officer 

SUBJECT: Request for Supplemental Council Docket for Consultant Services related to the City's Proposed Pension Plan

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We are requesting City Council approval for a contract extension with Mercer Consulting for continued services related to the City's proposed benefit and pension plan for new employees.

The extension of this agreement with Mercer Consulting is requested in order to be responsive to union requests on plan design and benefit levels in the meet and confer process, as well as to respond to future inquiries from City Council as may be required.

Since the meet and confer process has begun, it is requested that the subject Request for Council Action be docketed as soon as possible to ensure that it could be presented to the City Council on March 24, 2008.

Jay Goldstone

EM/em

cc: Honorable Mayor Jerry Sanders  
Ed Plank, Council Liaison, Mayor's Office  
Greg Bych, Risk Management Department Director  
Valerie VanDeweghe, Deputy Director, Risk Management

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGODATE:  
March 28, 2008**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

SUBJECT: Extension of Agreement with Mercer Consulting on Proposed Pension Plan

**GENERAL CONTRACT INFORMATION**

Recommended Consultant:

Amount of this Action: \$185,000  
Original Contract: \$250,000  
Cumulative Amount: \$435,000

Funding Source: City of San Diego

**SUBCONTRACTOR PARTICIPATION**

No Subconsultant participation for this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Mercer submitted a Work Force Report for their San Diego employees dated, March 27, 2008 indicating 86 employees in the Administrative Work Force. The Administrative Work Force Analysis indicates under representations in the following categories:

Blacks in Professional  
Hispanics in Management and Financial, Professional and Services  
Asians in Professional  
Filipinos in Professional

An Equal Opportunity Plan has been requested. Staff will continue to monitor their equal employment performance.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.

By MM-J

File: Admin WOFO 2000

Date WOFO Submitted: 3/27/2008  
 Input by: mm-j

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

FOR  
 Company: Mercer

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other						
	M	F	M	F	M	F	M	F	M	F	M	F	M	F					
Mgmt & Financial	3.3%	0	0	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	2	5	1	1
Professional	4.0%	0	0	12.6%	0	1	8.5%	1	0	0.5%	0	0	6.5%	0	0	20	36	1	4
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	18.2%	0	0	0	0	0	0
Technical	6.6%	0	0	14.8%	0	0	17.2%	0	0	0.4%	0	0	17.2%	0	0	0	0	0	0
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0
Administrative Support	7.0%	0	1	20.8%	0	0	8.8%	0	3	0.6%	0	0	8.8%	0	0	0	0	0	0
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	3	7	0	0
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>48</b>	<b>2</b>	<b>5</b>					

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
 Professional  
 A&E, Science, Computer  
 Technical  
 Sales  
 Administrative Support  
 Services  
 Crafts  
 Operative Workers  
 Transportation  
 Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
9	3	6	39.8%
63	22	41	59.5%
0	0	0	22.3%
0	0	0	49.0%
0	0	0	49.4%
4	0	4	73.2%
10	3	7	82.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%
<b>TOTAL</b>	<b>86</b>	<b>29</b>	<b>58</b>

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.30	0	N/A	1.07	0	(1.07)	0.56	0	N/A	0.04	0	N/A	0.58	0	N/A	3.58	6	2.42
Professional	2.52	0	(2.52)	7.94	1	(6.94)	4.10	1	(3.10)	0.32	0	N/A	4.10	0	(4.10)	37.49	41	3.52
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	0.28	1	N/A	0.83	0	N/A	0.35	3	2.65	0.02	0	N/A	0.35	0	N/A	2.93	4	1.07
Services	0.55	0	N/A	3.69	0	(3.69)	0.97	0	N/A	0.08	0	N/A	0.97	0	N/A	6.23	7	N/A
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

**REQUEST FOR COUNCIL ACTION**  
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER  
(FOR AUDITOR'S USE ONLY)  
**2800660**

TO:  
**CITY ATTORNEY**

2. FROM (ORIGINATING DEPARTMENT):  
**Risk Management**

3. DATE:  
**3/18/2008**

4. SUBJECT:  
**Extension of Agreement with Mercer Consulting on Proposed Pension Plan.**

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)  
**Greg Bych, (619) 236-6651, MS 51-B**

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)  
**Valerie VanDeweghe, (619) 236-6785, MS 51-B**

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

**8. COMPLETE FOR ACCOUNTING PURPOSES**

FUND	50061		
DEPT.	084		
ORGANIZATION	2150		
OBJECT ACCOUNT	4151		
JOB ORDER	084004		
C.I.P. NUMBER			
AMOUNT	\$185,000		

9. ADDITIONAL INFORMATION / ESTIMATED COST:  
Previous Action: \$250,000  
This Action: 185,000  
Total \$435,000

**10. ROUTING AND APPROVALS**

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>Valerie VanDeweghe</i>	3/19/08	8	DEPUTY CMEP	<i>Mary Hevers</i>	3/20/08
2	EOC	<i>Doug B. Ruzick</i>	3/28/08	9	COO	<i>[Signature]</i>	3/20/08
3	LIAISON OFFICE			10	CITY ATTORNEY	<i>Jon Trachten</i>	3/20/08
4	ESS EAS	<i>Allison Sherwood</i>	3/20/08	11	ORIGINATING DEPARTMENT	<i>Valerie VanDeweghe</i>	3/19/08
5	FM	<i>[Signature]</i>	3/20/08	DOCKET COORD: _____ COUNCIL LIAISON: _____			
6	AUDITOR	<i>[Signature]</i>	3/20/08	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input checked="" type="checkbox"/>			
7	PURCHASING			COUNCIL DATE: <b>3/24/08</b>			

11. PREPARATION OF:  RESOLUTION(S)  ORDINANCE(S)  AGREEMENT(S)  DEED(S)

- Approving an Amendment to the agreement with Mercer Consulting, in the amount of \$185,000, for additional services related to the Proposed Pension Plan.
- Authorizing the City Comptroller to appropriate and expend \$185,000 from the Risk Management Fund balance, to Risk Management Department (Fund 50061, Dept. 084) for the purpose of funding services related to the Proposed Pension Plan.

11A. STAFF RECOMMENDATIONS:  
Approve the requested actions

12. SPECIAL CONDITIONS:

**COUNCIL DISTRICT(S):** All

**COMMUNITY AREA(S):** All

**ENVIRONMENTAL IMPACT:** This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA guidelines section 15060(c)(3).

**HOUSING IMPACT:** None

**OTHER ISSUES:** This request is in support of ongoing labor contract negotiations.

**CITY CLERK INSTRUCTIONS:** Please return one copy of the executed council action and a copy of the resolutions to Estella Montoya, (619) 533-6107, MS 51B.

**ATTACHMENTS:** Agreement

001113

**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE ISSUED: 3/18/2008

REPORT NO:

ATTENTION:

ORIGINATING DEPARTMENT: Risk Management

SUBJECT: Amending the agreement with Mercer Consulting

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Greg Bych / (619) 236-6651

REQUESTED ACTION:

Approving an amendment to the agreement with Mercer Consulting in the amount of \$185,000 for additional services related to the proposed pension plan.

Authorizing the City Comptroller to appropriate and expend \$185,000 from the Risk Management Fund balance, to Risk Management Department (Fund 50061, Dept. 084) for the purpose of funding services related to the Proposed Pension Plan.

EXECUTIVE SUMMARY:

Like most state and local governments the City is challenged with providing and funding retirement and pension plans. In March 2007 the City issued a request for proposal (RFP) for selection of a consultant to address these issues. Mercer Consulting was selected based on their familiarity with public and private sector retirement/pension plans and their successfully demonstrated ability to perform consulting work of a similar scope and nature.

The City entered into an agreement with Mercer Consulting to conduct a comprehensive analysis of the City's existing retirement and pension plans and to assist the City with plan design. Mercer has completed this assignment and the city has proposed the new plan to the City's labor organizations; however, additional services and meetings with Mercer and the labor organizations are required. Although these services were not part of the core requirements and deliverables they fall within the scope of work and were included in the RFP as optional consulting services, pricing included. Accordingly, a contract extension is required in order to complete the project and honor the City's obligations in the meet and confer process.

FISCAL CONSIDERATIONS:

The cost of the original contract was not to exceed \$250,000. This request is for an additional \$185,000, for a total not to exceed of \$435,000. Funding for this project is available in the Risk Management Fund, Fund 50061.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

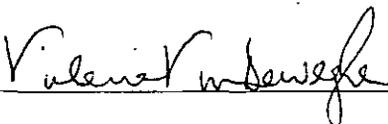
On March 4, 2008 City staff and Mercer presented the proposed pension plan design to the City Council in closed session.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

• Not applicable.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

With the exception of sworn public safety employees, the proposed pension plan affects all new City employees hired after December 31, 2007.



Risk Management Department

Chief Operating Officer

001115

The City of San Diego  
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2800660

DEPT. NO.: 084

I 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: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	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: \$185,000.00

Vendor: Mercer Consulting

Purpose: Extension of agreement on proposed pension plan.

Date: March 20, 2008 By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	50061	50061	2150	4151	084004				\$185,000.00
TOTAL AMOUNT										

FUND OVERRIDE

001117

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. O-19652 (NEW SERIES) ENTITLED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2008 AND APPROPRIATING THE NECESSARY MONEY TO OPERATE THE CITY OF SAN DIEGO FOR SAID FISCAL YEAR" BY AUTHORIZING THE TRANSFER OF \$185,000 FROM THE RISK MANAGEMENT FUND BALANCE AND APPROPRIATION TO THE RISK MANAGEMENT DEPARTMENT, FOR THE PURPOSES OF FUNDING SERVICES RELATED TO THE PROPOSED PENSION PLAN.

WHEREAS, the City entered into an agreement with Mercer Human Resource Consulting [Mercer Consulting] to conduct a comprehensive analysis of the City's retirement and pension plans and to assist the City with plan design; and

WHEREAS, Mercer Consulting has completed this assignment and the City has proposed the new plan to the City's labor organizations; however, additional services and meetings with Mercer Consulting are required; and

WHEREAS, the additional services were not included in the original contract scope of pricing and additional funds are required in order to complete the project and honor the City's obligations in the meet and confer process; and

WHEREAS, on July 30, 2007, the City Council adopted Ordinance No. O-19652 [Appropriation Ordinance]; and

WHEREAS, an amendment to the Appropriation Ordinance is necessary to provide additional funds in order for the purpose of funding services related to the City's proposed pension plan; NOW, THEREFORE,

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

Section 1. That Ordinance No. O-19652 (New Series) entitled "An Ordinance Adopting the Annual Budget for the Fiscal Year 2008 and Appropriating the Necessary Money to Operate the City of San Diego for Said Fiscal Year" is hereby amended to transfer \$185,000 from the Risk Management Fund balance and to appropriate said \$185,000 to the Risk Management Department (Fund 50061, Dept. 084).

Section 2. That the Auditor and Comptroller is authorized to expend an amount not to exceed \$185,000 from the Risk Management Department (Fund 50061, Dept. 084) for purposes of funding additional services by Mercer Consulting related to the proposed pension plan.

Section 3. That the Mayor is authorized to negotiate an amendment to the current agreement with Mercer Consulting for additional services related to the proposed pension plan in the amount of \$185,000.

Section 4. That a full reading of this ordinance is dispensed with prior to its passage, a written or printed copy having been available to the City Council and the public prior to the day of its passage.

Section 5. This ordinance is declared to take effect and be in force immediately upon its final passage after two public hearings pursuant to the authority contained in sections 71, 275 and 295 of the Charter of the City of San Diego.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Lori Thacker

Deputy City Attorney

\\LT  
03/24/08  
Or.Dept: CouncilPresident  
O-2008-132

I hereby certify that the following Ordinance was passed by the Council of the City of San Diego, at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

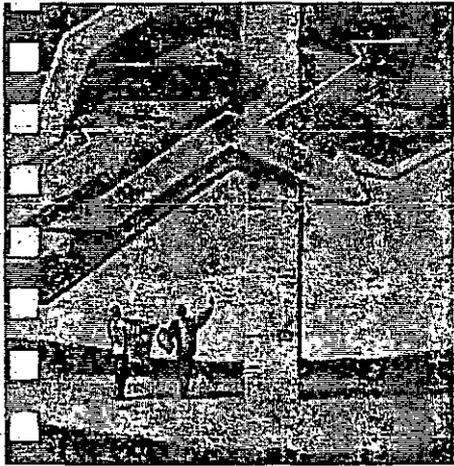
001121

**MERCER**

Human Resource Consulting

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April 6, 2007

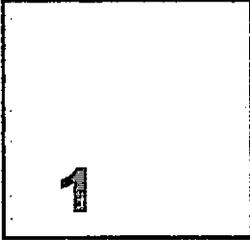


**Charting a New Course**  
Exploring Plan Design Alternatives

City of San Diego RFP No. 8739-07-T  
Volume II -- Price Proposal

## Contents

1. RFP Cover Page .....	1
2. Price Submittal – Core Requirements .....	2
3. Price Submittal – Optional Consulting Services .....	3
4. Additional Submittals/Forms .....	4
5. Exceptions to Contract Provisions .....	5



**RFP Cover Page**

001124



CITY OF SAN DIEGO

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

Proposal No. 8739-07-T

REQUEST FOR PROPOSAL

Closing Date: April 9, 2007
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Consulting Services for Pension Plans and Retiree Health Insurance

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

Company Mercer Human Resource Consulting Name William R. Hallmark
Federal Tax I.D. No. 13-2834414
Street Address 111 SW Columbia St., Suite 500
City Portland
State OR Zip Code 97201
Tel. No. 503-273-5920 Fax No. 503-273-5999
E-Mail bill.hallmark@mercer.com
Signature\* [Handwritten Signature]
Title Principal
Date April 6, 2007
\*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.
SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.
If your firm is not located in California, are you authorized to collect California sales tax? Yes [X] No
If Yes, under what Permit #
City of San Diego Business Tax License #:
Cash discount terms % days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]
State delivery time required: days after receipt of order.

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) 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.

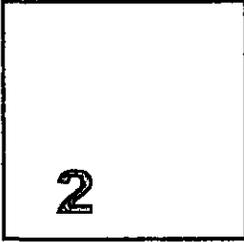
FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

THOMAS ROY, CPPB/bl9, Principal Procurement Specialist

Phone: (619) 236-6158

Fax: (619) 533-3227

E-mail: TRoy@sandiego.gov



**Price Submittal - Core Requirements**

001126

Proposal No. 8739-07-T

**VI. PRICING PAGES**

PRICING FOR CORE REQUIREMENTS AND DELIVERABLES AS SPECIFIED IN  
RFP SECTION IV, PARAGRAPH B.

Fixed price \$ 170,000 (lump sum total).

3

**Price Submittal – Optional Consulting Services**

Generally, fees for optional consulting services are based on the following hourly rates:

<b>Position</b>	<b>Hourly Rate</b>
Principal	\$500
Senior Associate	\$350
Associate	\$275
Analyst	\$225

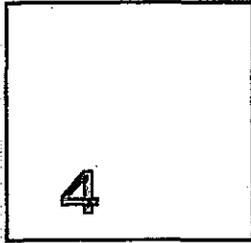
**Additional Meetings** -- Additional meetings to repeat a presentation to a different audience within one day of the core meetings will cost \$5,000. Additional meetings requiring a different presentation, travel, and preparation will cost \$15,000.

**Additional Designs** – The cost of adding another design to the analysis depends on the complexity of the design. Generally, the cost would range from \$3,000 to \$5,000.

**Workforce Projections** – To provide a firm price, we would need to define the scope of the projections and how they were to be used. A valuable project usually costs \$40,000 to \$50,000.

**Stochastic Modeling** – There are different degrees of stochastic modeling available. To just overlay the stochastic model on the projections provided as a part of the core services would cost an additional \$15,000. If the City wanted more sophisticated stochastic projections based on actual member data, our fees would be higher and we would need to request a significant amount of data from the SDCERS actuary.

**Communications** – Before providing a fixed price for communications services, we would need to better define the scope of the communications project.



**Additional Submittals/Forms**

- References
- Statement of Financial Responsibility
- Statement of Subcontractors
- Certification Survey
- Contractor Standards Questionnaire

Proposal No. 8739-07-T

## VII. FORMS

## 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 two (2) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

## REFERENCES

Company Name: Con-Way Inc. Contact Name: Mark Thickpenny  
 Address: 2855 Campus Drive Phone Number: (650) 378-5352  
San Mateo, CA 94403 Fax Number: (650) 813-3933  
 Dollar Value of Contract: \$ Confidential Contract Dates: \_\_\_\_\_  
 Name of Municipality/State: N/A Population of Municipality: N/A  
 Number of Municipal Employees: 24,000 - Number of Retirees: \_\_\_\_\_  
 Describe Revenue Generated from Contract: \_\_\_\_\_  
 Description of New Business Partnership/Sponsorship Generated by Proposer Redesigned traditional DB  
plan to reduce cost volatility.

Company Name: University of California Contact Name: Gary Schlimgen  
 Address: 300 Lakeside Dr., 5th Floor Phone Number: (510) 987-0266  
Oakland, CA 94612-3557 Fax Number: (510) 834-9437  
 Dollar Value of Contract: \$ Confidential Contract Dates: Ongoing  
 Name of Municipality/State: University of CA Population of Municipality: N/A  
 Number of Municipal Employees: 125,000 - Number of Retirees: 45,000  
 Describe Revenue Generated from Contract: \_\_\_\_\_  
 Description of New Business Partnership/Sponsorship Generated by Proposer Complex retirement  
consulting project involving resumption of contributions with potential design charges



Proposal No. 8739-07-T

**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, William R. Hallmark, certify that my company, Marsh & McLennan Companies, Inc., 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: 4/6/2007 Signature: William R. Hallmark

Proposal No. 8739-07-T

**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 bid. NOTE: Add additional pages if necessary.

Company Name: None Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_ Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_  
Contractor's License #: \_\_\_\_\_  
Requirements of contract: \_\_\_\_\_  
What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_ Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_  
Contractor's License #: \_\_\_\_\_  
Requirements of contract: \_\_\_\_\_  
What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_ Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_  
Contractor's License #: \_\_\_\_\_  
Requirements of contract: \_\_\_\_\_  
What portion of work will be assigned to this subcontractor: \_\_\_\_\_

**Certification Survey**

For Small, Ethnically and Culturally Diverse,

Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: Mercer Human Resource Consulting

Mailing Address: 111 SW Columbia Street, Suite 500  
Portland, OR 97201-3693

Telephone No.: ( 503 ) 273-5920

E-Mail Address: bill.hallmark@mercerc.com

1. Contractor's company is currently certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business?  Yes  No  
 Certification Number/Agency: \_\_\_\_\_
2. Contractor's company has applied for certification?  Yes  No  
 If yes, which agency? \_\_\_\_\_
3. Contractor's company is an independently owned business?  Yes  No
4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual\*?  Yes  No
5. SIC Code: 8742
6. Number of Employees: 15,000
7. Annual Gross Receipts (three year average): 2.78 billion\*
8. This is not an application for certification. If you would like to receive an application for certification, please check box:

I certify that this information is correct: William R. Hallmark 4/6/2007

Authorized Signature Date

\* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

\*This information is confidential and to be used by the City of San Diego only for the purpose of evaluating Mercer HR Consulting as a potential consultant and not for any other purpose, nor is it to be revealed to any third party.

Proposal No. 8739-07-T

**Purchasing & Contracting • City of San Diego**  
**CONTRACTOR STANDARDS**  
*Questionnaire*

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. 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, each Proposer/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records 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 questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the Questionnaire Attachment "A" and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire 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:**

Consulting Services for Pension Plans and Retiree Health Insurance

**B. PROPOSER/CONTRACTOR INFORMATION:**

<u>Mercer Human Resource Consulting, LLC (a subsidiary of Marsh &amp; McLennan Companies, Inc.)</u>			
Legal Name		DBA	
<u>111 SW Columbia Street, Suite 500</u>	<u>Portland, OR</u>	<u>97201-3693</u>	
Street Address	City	State	Zip
<u>William R. Hallmark, Principal</u>	<u>503-273-5920</u>	<u>503-273-5999</u>	
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 *Questionnaire 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 *Questionnaire 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.

Proposal No. 8739-07-T

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

**Corporation** Date incorporated: 03/08/84 State of incorporation: Delaware

List corporation's current officers:

President: Lawrence W. Woerner

Vice President: \_\_\_\_\_

Secretary: David M. Goldenberg

Treasurer: Daniel L. Percella

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 Questionnaire* for a Joint Venture's submission to be considered responsive

Proposal No. 8739-07-T

**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 *Questionnaire 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 *Questionnaire 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 *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm defaulted on a contract with a government agency?  
 Yes  No

If Yes, use *Questionnaire 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 *Questionnaire 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 or officer been found to have violated or been penalized for 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 *Questionnaire 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 *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

Proposal No. 8739-07-T

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes  No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

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

I. TYPE OF SUBMISSION: This questionnaire response is submitted as:

Initial submission of Contractor Standards Questionnaire.

Update of prior Contractor Standards Questionnaire dated \_\_\_/\_\_\_/\_\_\_.

Complete all questions and sign below. Each Questionnaire Attachment "A" page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

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

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

William R. Hallmark, Principal William R Hallmark 4/6/2007

Print Name, Title

Signature

Date

001138

Proposal No. 8739-07-T

Purchasing & Contracting • City of San Diego  
CONTRACTOR STANDARDS  
*Questionnaire Attachment "A"*

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

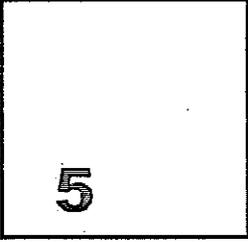
Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information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

---

Print Name, Title

Signature

Date

  
5

## Exceptions to Contract Provisions

### GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. Paragraph B – Insurance Requirements – With respect to the insurance requirements: (a) any changes in the insurance requirements should be mutually agreed between the City and the Proposer; (b) other than Professional Liability, all insurance coverage should be from insurers licensed in the State of California and rated A-VI or better but not subject to City approval; (c) Commercial General Liability coverage should be with respect to a specified (not minimum) amount, should be primary and non-contributory pursuant to blanket endorsement with respect to claims arising solely and directly from Proposer’s performance of the services and include the City, its elected officials, officers and employees as additional insureds pursuant to blanket endorsement with respect to liability arising from Proposer’s performance of the services; (d) Professional Liability insurance should be on a claims made basis; (e) the waiver of subrogation under Worker’s Compensation insurance should not apply to claims resulting from the negligence or intentional misconduct of the City; and (f) due to confidentiality concerns, deductibles and self-insured retentions should not be required to be disclosed.
2. Paragraph C – General Provisions
  - Paragraph B.8 – The indemnity obligation should not apply to claims of infringement to the extent resulting from the acts or omissions of the City including, without limitation, modifications made to any materials.
  - Paragraph C.1 – Proposer’s proposal is conditioned on the parties agreeing upon terms and conditions with respect to the exceptions that are mutually acceptable to the parties.
  - Paragraph F.1 – All services that comply with the Specifications should be required to be accepted by the City.
  - Paragraph G.1 – The decision of the city Manager should be appealable to a court of competent jurisdiction.

- Paragraph H.1 – The Contractor’s indemnity obligations should be limited to liability to the extent proximately caused by the negligent acts or omissions or intentional misconduct of the Contractor, its employees, agents or officers in the performance of the services. The Contractor should not be liable for liability to the extent resulting from the negligence or intentional misconduct of the City, its agents, officers or employees. In no event should the Contractor be liable in connection with the services for loss of profits or any indirect, incidental, special or consequential damages.
  - Paragraph H.2 – Please see the exception above to the Insurance Requirements.
  - Paragraph H.3 – All amendments other than those within the scope of work should require mutual written agreement of the parties.
  - Paragraph H.19 – Any representations and warranties regarding software should be governed by the applicable licensing agreement.
  - Paragraph H.20 – Contractor should retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience, owned or possessed by Contractor before the commencement of, or developed or acquired by Contractor during or after, the performance of the services. The City should be responsible for, and Contractor should have no liability with respect to, modifications made by the City or its representatives to Contractor’s work product or use of the work product in a manner not mutually contemplated by the parties. In the event of a claim of infringement, Contractor should, at Contractor’s election, revise the materials to be non-infringing, obtain the right to use such material or refund an equitable portion of the fee paid for the infringing materials.
3. Additional Terms and Conditions – The resultant contract should contain the following additional provision:
- Provision of Information and Assistance. Contractor shall be permitted to use all information and data supplied by or on behalf of the City without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Contractor at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then Contractor shall not be responsible for any delays or liability arising therefrom, and shall be entitled to charge the City in respect of any resulting additional work actually carried out.

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among Mercer Human Resource Consulting ("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. 8739-07-T-RFP, Consultant, Pension Plans and Retiree Health Insurance.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that they will be bound by the terms of the Contract. The Contract will be deemed to incorporate the City's Request for Proposal, the Proposal Submitted (Technical Volume and Price Volume), Best and Final Offer (if any), the attached modified City of San Diego General Provisions for Proposals dated January 18, 2005 ("General Provisions"), Attachment 1 - modification to RFP, Section III Specific Provisions, Paragraph B Insurance Requirements and any other exhibits, attachments, or addendums to any of the aforementioned documents. Collectively, these documents will be known as "the Contract Documents" and will constitute the entire agreement between the Parties.

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 terms of the RFP, the proposal, and all Contract Documents incorporated into the resulting Contract, as defined in the RFP.

Accepted and Agreed,

City of San Diego

Long Ruiz  
By: \_\_\_\_\_

Date: 9/19/07

Proposer

William R. Hallmark  
By: William R. Hallmark  
Principal, Mercer

Date: 9/17/2007

I HEREBY APPROVE the form and legality of the foregoing agreement this \_\_\_ day of \_\_\_\_\_, 2007.

MICHAEL J. AGUIRRE, City Attorney

By: Sanna Singer  
Sanna Singer  
Chief Deputy City Attorney

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



A. DEFINITIONS

1. Addenda – Additional terms or modifications to a Solicitation after original Solicitation was issued.
2. Alternate Proposal – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.
3. Amendment – A document, signed by the Purchasing Agent or designee, and the Contractor, which outlines changes to an existing Contract.
4. Announcement – The declaration of the intent to Award a Contract per the Municipal Code.
5. Apparent Successful Proposal or Proposer – The Proposal best meeting the City's requirements which will be awarded the Contract, provided that all conditions subsequent are fulfilled.
6. Award – City's acceptance of the Apparent Successful Proposal.
7. Contract – The agreement between the City and the Successful Proposer which includes the terms and conditions in the Contract Documents and the Successful Proposal.
8. Contract Amount – The prices quoted on the Pricing Page in the Successful Proposal which the City agrees to pay.
9. Contract Documents – The Specifications, Pricing Page, Specific Provisions, and General Provisions, as well as any other documents incorporated by reference in any of these documents.
10. Contract Term – The duration of the Contract as provided in the Contract Documents.
11. Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.
12. Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code, which require the City to change the Contract Terms.
13. Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Proposer to be used by the City in the event that an Apparent Successful Proposer fails to honor the Terms of the Proposal.
14. Pricing Page – Forms issued by the Purchasing Agent for Proposer to quote Contract Amount.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



15. Procurement Card – City issued credit card.
16. Proposal – An offer to enter into a Contract with the City for goods or services at a specified amount subject to the terms and conditions of the Contract Documents.
17. Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.
18. Proposed Equivalent – Goods proposed by a Proposer to be equal to those described in the Specifications.
19. Proposers' List – A list or record maintained by the Purchasing Agent setting out the names and addresses of suppliers of goods and services from which Proposals can be solicited.
20. Protest – A complaint by an unsuccessful Proposer about a City action or decision related to the selection of the Apparent Successful Proposer prepared in compliance with the provisions of the San Diego Municipal Code.
21. Purchase Order – The Purchasing Agent's form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.
22. Solicitation – Document inviting prospective Proposers to submit Proposals for goods or services.
23. Specific Provisions – Additional provisions which are unique to the particular type of Contract being awarded.
24. Specifications – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements.
25. Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

B. PROPOSAL REQUIREMENTS

1. Binding Offer

Pursuant to the Notice to Proposers advertised in the official City newspaper and/or the Solicitation issued by the City, the Proposer's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General

**CITY OF SAN DIEGO; PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



Provisions, and is subject to all of the terms and conditions of these General Provisions, all Contract Documents, as well as the City of San Diego Charter and Municipal Code.

2. Delayed Receipt of Proposals or other submissions, Modifications, or Withdrawals

- a. Proposals or other submissions, modifications, or withdrawals received after the exact hour and date specified for receipt will not be considered unless: (1) received before the City's Announcement of the Contract Award; and (2) the City determines that the Proposer was not responsible for the delay.
- b. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Proposer furnishes evidence from the post office station of mailing which establishes an earlier time.

3. Priority of Contract Provisions

The Contract Documents include, in the order of priority and specificity, Specifications, Specific Provisions and these General Provisions. When conflicts arise, the most specific provision will control. Therefore, the legal effect of the Contract Documents is in the order stated above. In addition to the Contract Documents, Proposer is bound by all provisions of the San Diego Municipal Code, San Diego Charter and all applicable state statutes, including the California Commercial Code.

4. Quality

Unless otherwise required in the Specifications, all goods furnished shall be new and the best of their kind.

- a. Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Proposer in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Proposer offers an item of a manufacturer or vendor other than that specified, Proposer must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.
- b. The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Proposer's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

5. Quantities

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

6. Non-Collusion

The Proposer warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Proposer has not in any manner sought by collusion to secure any advantage over the other Proposers.

7. Litigation Warranty

Unless the Proposer specifically indicates otherwise in the Proposal, submission of a Proposal is deemed a warranty by Proposer that no judgments or awards have been entered against Proposer and that it is not currently involved in litigation or arbitration concerning Proposer's provision of services or goods similar to those which are the subject of this Contract. If Proposer discloses that such a warranty cannot be made, the City will require Proposer to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

8. Royalties, Licenses and Patents

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract; provided, that, the foregoing indemnity shall not apply to claims of infringement to the extent resulting from modifications made by the City to any materials.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



9. Addenda

The Terms of the Addenda shall be considered in evaluating and submitting Proposals. It is the Proposer's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or otherwise obtained. Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

10. No Proposal

In order to remain on the Proposers' List, a Proposer may submit a "NO PROPOSAL" response by the stated Proposal Closing Date.

11. Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

12. Proposal Results

No Proposal results can be obtained until the City's Announcement of the proposal best meeting the City's requirements. To obtain Proposal results, either: (1) email contact person listed on cover page to request the Proposal results to be emailed to Proposer; (2) provide a self-addressed stamped envelope, referencing Proposal number, to be mailed Proposal tabulation; or (3) visit the Purchasing Division to review Proposal tabulation. Due to time constraints, Proposal results cannot be released over the phone.

C. PROPOSAL CONTENT

1. Exceptions to Contract Documents

Proposer shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing and said exceptions are accepted by the City in writing. Any exceptions to the City's Contract Documents submitted by Proposer are deemed rejected and the City may reject Proposer's Proposal as non-responsive or consider the Proposal without Proposer's proposed exceptions. If after Award of Contract, Proposer attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor in accordance with Section H.3 of these provisions, they too shall be considered void and City may terminate the Contract.

2. Forms

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



3. Prices Submitted or Corrected

All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

4. Discounts

Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

5. Items Offered

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

6. Alternative Proposals

If Proposer has offered goods or services which are responsive, Proposer may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Proposer believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. An Alternative Proposal must be submitted on the same forms provided by the Purchasing Agent, with adequate information for the City to evaluate the costs and benefits.

7. Duration of Offer

By submission of a Proposal, Proposer guarantees that the offer is firm for 90 calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another 90 days, unless the Proposer indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty days prior to the then current 90 day period.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



8. Delivery

Delivery shall be made in accordance with the Contract Documents. If a delivery date is not specified by the City, Proposer shall state a delivery date or number of days, including Saturdays, Sundays and holidays, after receipt of order. The City, in its sole discretion, may extend the time for delivery in accordance with Section F.4 of these General Provisions. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

9. Prices

- a. Unless called for in the Specific Provisions, no escalation factor is allowed. If escalation is allowed, the Contractor must notify the City in writing in the event of a decline in market price(s) below the Proposal Price and the City will make an adjustment in the Contract Amount or elect to re-solicit.
- b. Unless the Proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

10. Confidential Information

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

11. Signature

All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



12. Guarantee of Good Faith

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

13. Faithful Performance Bond

The Apparent Successful Proposer may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to 25 percent of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

14. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

15. Taxpayer Identification Number

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each vendor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

**D. PROPOSAL MODIFICATION OR WITHDRAWAL**

1. Verify Quotations

Proposer shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



2. Modification or Withdrawal of Proposals

Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Proposer, or an authorized representative. Telephonic withdrawals or modifications are not permitted.

3. Mistake in Proposal

- a. After the Proposal Closing the Purchasing Agent may reject any and all requests for correction of mistakes. A modification of the Proposal will only be considered as provided in subsection b below. The Purchasing Agent's decision is final.
- b. A request by the Apparent Successful Proposer to modify their Proposal in order to correct a mistake may be considered when: (1) the mistake in the Proposal is clearly evident and provable; (2) the City has not announced the Apparent Successful Proposer; (3) no Purchase Order has been issued; and (4) the Proposal remains the best Proposal after the correction is made. If, as a result of the correction, the Proposer is no longer the Apparent Successful Proposer, the City will award to the newly established Apparent Successful Proposer.

E. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

1. Evaluation of Proposals

- a. Award will be made to the Proposal which best meets the City's requirements (Apparent Successful Proposer) based upon the following: Proposer's past performance, total cost, most economic by cost analysis, life cycle costs, warranty, quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- b. The City may require additional written or oral information from Proposers to clarify responses. Unless the Proposer clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Proposers. Awards will be made for the items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.
- c. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City.

2. Announcement of Award

The City will inform all Proposers of its Intent to Award a Contract in writing.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



3. Protests

If an unsuccessful Proposer wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten calendar days after Announcement of the Apparent Successful Proposer, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest.

4. Award of Contract

Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City and Contractor will sign the Contract furnished by the City.

F. STANDARD OF PERFORMANCE

1. Industry Standard

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices. All services that comply with the Specifications in full shall be deemed acceptable to the City.

2. Inspection and Acceptance

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

3. Responsibility for Lost or Damaged Shipments

Risk of loss or damage to goods prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return, at the Contractor's expense, damaged goods even though the damage was not apparent or discovered until after receipt.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



4. Delay

- a. The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section G.2.
- b. If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

5. Warranties

- a. All goods and services provided under the Contract shall be warranted by Contractor and/or manufacturer for at least twelve (12) months after Acceptance by City, except automotive equipment, which will be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless stated differently in the Specific Provisions.
- b. Contractor shall be responsible to the City for all warranty service, parts and labor. Contractor is responsible for ensuring that warranty work is performed at a facility acceptable to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

6. Compliance with All Laws and Codes

Performance under this Contract shall comply with all applicable laws of the United States of America, the State of California, the County of San Diego, the City, as well as all applicable City policies.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



7. Consequences of Violations of Law

Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, and is subject to Suspension and Debarment.

8. Conflict of Interest

By submission of a Proposal, the Proposer warrants that there has been no direct, or indirect involvement in the procurement process pertaining to this Proposal by a City employee, or member of the employee's immediate family, or elected or appointed member of City government, with a financial interest or other personal interest incompatible with the proper discharge of their official duties or an arrangement concerning prospective employment with Proposer. In the event such a conflict occurs, it must be reported immediately to the Purchasing Agent. A breach of this warranty may render this Contract void with remedies including, but not limited to recovery of all direct and indirect damages, Suspension or Debarment.

9. Drug Free Workplace

All City projects are subject to Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein. The Drug-Free Workplace Policy is available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing Division by calling (619) 236-6000. By submitting a Proposal, the Proposer represents that they have read and understood the meaning, intent, and requirements of said policy; and agree that said policy is incorporated as part of this Proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements contain language which indicates the subcontractor's agreement to comply with this policy.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



10. American with Disabilities Act

- a. Every person or organization awarded a contract, lease, or grant by the City must agree that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and subcontractors will be individually responsible for their own ADA program.
- b. In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-proposal meetings and Proposal Closings with a five (5) business day notice to Purchasing Agent at (619) 236-6000 or email at [Purchasing@saniego.gov](mailto:Purchasing@saniego.gov).

11. Equal Employment Opportunity and Nondiscrimination

- a. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27). Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Agent. For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.
- b. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.
- c. Proposer shall include in the Proposal a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply Contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417)*. Contractor understands and agrees that violation of this clause shall be

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



considered a material breach of the Contract and may result in termination, Debarment, or other sanctions. This language shall be included in all contracts with subcontractors related to this Contract.

12. Cooperative Environment

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.

G. DISPUTES AND TERMINATION

1. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision. The decision of the City Manager shall be appealable to a court of competent jurisdiction.

2. Termination for Default

- a. The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten days after receipt of such notice. The following are considered defaults:
  - (1) Failure to make delivery of the goods or to perform the services within the time specified; or
  - (2) Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.
- b. In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, goods or services and the Contractor shall be liable to the City for any

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



excess costs. The Contractor shall also continue performance to the extent not terminated.

3. Termination for Bankruptcy or Assignment for the Benefit of Creditors

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Contract, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of the City enumerated in this section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Contract. Nor does this waive or deny any right or remedy, at law or in equity, existing as of the date of this Contract or hereinafter enacted or established, that may be available to the City.

4. Termination for Convenience

The Purchasing Agent, by written 30 day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

5. Annual Appropriation of Funds

- a. Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.
- b. In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

6. Debarment Proceedings

During Debarment proceedings Contractor may be suspended. Proceedings may result in Debarment of a Contractor for a period of not more than 3 years or it may be permanent as provided in Municipal Code Sections 22.0800, et seq.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



**H. GENERAL CONTRACTUAL OBLIGATIONS**

**1. Indemnification and Hold Harmless Agreement**

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 negligent or wrongful acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities to the extent arising from the negligence or willful misconduct of the City, its agents, officers or employees. Except for third party claims for which there is an obligation of indemnification under this Contract, in no event shall either party be liable in connection with this agreement for loss of profits or any indirect, incidental, special or consequential damages.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



2. Insurance

- a. The City and its respective elected officials, officers and employees shall be named as additional insured on the Contractor's commercial general liability policy (with combined single limit coverage in the amount of \$2 million per occurrence, \$4 million aggregate) ("CGL") and automobile liability policy (with combined single limit of \$4 million per accident) with respect to vicarious liability arising from the Contractor's performance of the services. The City's additional insured status must be reflected on blanket additional insured endorsement which shall be submitted to the City for approval.
- b. All policies must have a thirty-day non-cancellation clause, giving the City thirty days prior written notice in the event the policy is canceled. Policies can not be materially changed without thirty calendar day's prior written notice to the City by certified mail.
- c. The CGL and AL policies are primary and non-contributory to any insurance that may be carried by the City with respect to claims arising solely and directly from Contractor's performance of the Services, as reflected in a blanket endorsement with shall be submitted to the City for approval.
- d. At the end of each Contract year, the City may review insurance and bond coverage to determine if a change is required based on a risk assessment, Contractor performance and the availability and affordability of coverage.

3. Contract Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties, amend the Contract or the Purchase Order. If the proposed Amendment will cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be included as mutually agreed between the parties.

4. Examination and Retention of Records

- a. The Contractor shall retain and maintain all records and documents relating to City Contracts for three years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.
- b. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested

001159

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



records available for audit by the date requested may result in termination of the Contract.

- c. Contractor must include Sections H.4.a. and b. of these provisions in all subcontract documents exceeding \$5,000.

5. Public Agency

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use the Terms of this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City on the anniversary date of the Award of the Contract.

6. Product Endorsements

Proposer is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



7. Invoices

Contractor will be paid monthly, in arrears, for work or materials provided in accordance with the specifications. Billing shall be in accordance with the current Pricing Agreement, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s). For services, invoices shall be submitted by the 10<sup>th</sup> of the month following the month in which services were provided, detailing the dates for which services were provided. For materials and equipment, invoices shall be submitted within seven days of the shipment of goods. The invoice shall reference the Purchase Order number, include a description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.

If applicable, any extra-ordinary labor charges for services shall be included on the invoice. A description of the extra-ordinary work to include the location/and or section work was performed shall be provided. Contractor must attach written authorization from the Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services. The extra-ordinary labor cost shall be as stated on the current Pricing Agreement.

If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

8. Procurement Card Transactions

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within 30 days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 4, which identify the items purchased by the City.

For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

9. Integration

The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing in accordance with Section H.3 of these provisions parties.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



10. Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

11. Waiver

The failure of the City to enforce a particular condition or provision of this Contract shall not constitute a waiver of that provision or condition or its enforceability.

12. Covenants and Conditions

All provisions in the Contract Documents expressed as either covenants or conditions, shall be deemed to be both covenants and conditions.

13. Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

14. Non-Assignment

The Contractor shall not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

15. Independent Contractors

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract Documents that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

16. Jurisdiction, Venue, and Attorney Fees

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005



17. Successors in Interest

This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

18. Notices

Notices under this Contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the City of San Diego:

Purchasing Agent  
City of San Diego Purchasing Division  
1200 3rd Ave Ste 200  
San Diego CA 92101-4195

19. Software Licensing

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

20. Intellectual Property

- a. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this Contract shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the City, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the City, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the City a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the City deems necessary to ensure the complete and effective transfer of all rights in Works to the City.

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



- b. In accordance with the preceding paragraph, Works developed for the City connection with this Contract are the exclusive property of the City. Contractor agrees to deliver all Works to the City upon completion of the work. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For information technology procurements Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the City no later than fifteen (15) working days from the date of final Contract deliverables. In the event the Contractor fails to return all such materials by this deadline and the City desires to use Works again, Contractor shall provide the City with equivalent materials, at its own expense, or reimburse the City, in full, for the cost of developing equivalent materials. Notwithstanding anything to the contrary set forth in this Contract, Contractor shall retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience, owned or possessed by Contractor before the commencement of, or developed or acquired by Contractor during or after (to the extent not based on or reflecting any confidential or proprietary information of the City), the performance of the services ("Contractor Intellectual Capital") and Contractor shall not be restricted in any way with respect thereto. In the event any Works incorporates any Contractor Intellectual Capital, Contractor hereby grants the City a non-exclusive, non-transferable, royalty-free license to use the Contractor Intellectual Capital for purposes of utilizing the Works for any legitimate business reasons.
- c. The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this Contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law of equity.

**21. Provision of Information and Assistance.**

Contractor shall be permitted to use all information and data supplied by or on behalf of the City without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Contractor at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then Contractor

001164

**CITY OF SAN DIEGO, PURCHASING DIVISION  
MODIFIED GENERAL PROVISIONS FOR PROPOSALS  
DATED 01/18/2005**



shall not be responsible for any delays or liability arising therefrom, and shall be entitled to charge the City in respect of any resulting additional work actually carried out which has been approved by the City in writing.

**RFP No. 8739-07-T-RFP, Consultant, Pension Plans and Retiree Health Insurance**  
**Attachment 1 – Modification to RFP Section III Specific Provisions, Paragraph B**  
**Insurance**

Modify RFP No. 8739-07-T-RFP, Section III Specific Provisions, and Paragraph B Insurance Requirements as follows:

With respect to the insurance requirements: (a) any changes in the insurance requirements should be mutually agreed between the City and the Proposer; (b) other than Professional Liability, all insurance coverage should be from insurers licensed in the State of California and rated A-VI or better but not subject to City approval; (c) Commercial Liability coverage should be with respect to a specified (not minimum) amount, should be primary and non-contributory pursuant to blanket endorsement with respect to claims arising solely and directly from Proposer's performance of the services and include the City, its elected officials, officers and employees as additional insured's pursuant to blanket endorsement with respect to liability arising from Proposer's performance of the services; (d) Professional Liability insurance should be on a claims made basis; (e) the waiver of subrogation under Worker's Compensation insurance should not apply to claims resulting from the negligence or intentional misconduct of the City; and (f) due to confidentiality concerns, deductibles and self-insured retentions should not be required to be disclosed.



# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Proposal No. 8739-07-T

## REQUEST FOR PROPOSAL

Closing Date: April 9, 2007  
@ 4:00 pm P.S.T.

**Subject:** Furnish the City of San Diego with Consulting Services for Pension Plans and Retiree Health Insurance

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

Company \_\_\_\_\_

Name \_\_\_\_\_

[PRINT OR TYPE]

Federal Tax I.D. No. \_\_\_\_\_

Signature\* \_\_\_\_\_

Street Address \_\_\_\_\_

Title \_\_\_\_\_

City \_\_\_\_\_

Date \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

E-Mail \_\_\_\_\_

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

**SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.**

If Yes, under what Permit # \_\_\_\_\_

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

City of San Diego Business Tax License #: \_\_\_\_\_

State delivery time required: \_\_\_\_\_ days after receipt of order.

### 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) 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:**

**THOMAS ROY, CPPB/b19, Principal Procurement Specialist**

Phone: (619) 236-6158

Fax: (619) 533-3227

E-mail: TRoy@sandiego.gov

001168

TABLE OF CONTENTS

- I. Background, Scope of Work, and Objective .....4
  - A. Background.....4
  - B. Scope Of Work .....4
  - C. Objective.....4
  - D. Terms And Definitions .....4
  
- II. RFP Process .....5
  - A. Procurement Specialist – Issuing Office.....5
  - B. Questions .....5
  - C. Submission of Proposals.....5
  - D. Closing Date .....6
  - E. Late Submissions .....6
  - F. Economy of Preparation .....6
  - G. Two (2) Volume Proposals.....6
  - H. Submittals Required Upon Provisional Award.....8
  - I. Evaluation Committees.....8
  - J. Acceptability of Proposals.....9
  - K. Technical Evaluation .....9
  - L. Price Evaluation.....9
  - M. Oral Presentations .....10
  - N. Negotiation.....10
  - O. City’s Unilateral Right.....11
  - P. Evidence of Responsibility .....11
  - Q. Basis of Award.....11
  - R. Incurred Expenses.....11
  
- III. Specific Provisions.....12
  - A. Roles of The City of San Diego Purchasing Agent, Procurement Specialist, and Contract Administrator.....12
  - B. Insurance Requirements.....12
  - C. General Provisions.....13
  - D. Quantities .....13
  - E. Independent Contractor.....14
  - F. Subcontracting .....14
  - G. Delays And Extensions Of Time .....14
  - H. Suspension Of Work.....14
  - I. Quality Assurance Meetings.....14
  - J. Inspection, Acceptance, And Payment .....15
  - K. Post Award Kick-off Meeting.....15
  - L. Business Tax License.....15
  
- IV. Specifications.....16

001169

TABLE OF CONTENTS (Cont.)

A. Current City Plans.....16

B. Core Requirements and Deliverables .....16

C. Proposers Implementation Plan .....17

D. Qualifications and Experience.....18

E. References.....18

F. Optional Consulting Services .....18

V. Pricing Submittal .....19

    A. Price Proposal Pages - Instructions.....19

    B. Pricing For Optional Consulting Services .....19

Vi. Pricing Pages.....20

VII. Forms.....21

    Proposer’s References.....21

    Proposer’s Statement of Financial Responsibility .....22

    Proposer’s Statement of Subcontractors .....23

    Certification Survey .....24

    Contractor Standards Questionnaire .....25

001170

**I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE**

**A. BACKGROUND**

Like most state and local governments the City of San Diego (City) is challenged with providing and funding retirement/pension plans, particularly with health care costs rising at double-digit inflation. The City recognizes the need to provide a competitive retirement/pension package that is fiscally sustainable and is requesting proposals for selection of a Consultant to address these issues.

Interested parties familiar with public and private sector retirement/pension plans and who have successfully demonstrated an ability to perform consulting work of similar scope with a city or public agency of similar size are invited to submit a response to this Request for Proposal (RFP).

**B. SCOPE OF WORK**

The scope of work includes, but is not necessarily limited to Phase 1, conducting a comprehensive study of the City's existing retirement and pension plans, including retiree health insurance, Phase 2, providing analyses, and Phase 3, recommendations. Each phase should be completed in sixty (60) calendar days after receipt of order to proceed by the City. However, all phases shall be completed in one hundred eighty (180) calendar days after receipt of order to proceed by the City.

The specifications and requirements are further delineated in Section IV of this RFP.

**C. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer who delivers the best overall value to the City meeting the specifications and requirements of this RFP. The Proposer shall be experienced, innovative and proactive in assisting the City in the possible creation of a new pension plan that is fiscally sustainable and market competitive to recruit and retain qualified and experienced employees.

**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.

001171

## II. 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 Office listed on the cover page no later than March 26, 2007. Such requests should contain the following: "QUESTIONS: 8739-07-T-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 Tom Roy at [TRoy@sandiego.gov](mailto:TRoy@sandiego.gov). It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

### C. SUBMISSION OF PROPOSALS

#### 1. Proposals shall be:

- a. Submitted in the format set forth herein;
- b. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
- c. Cover page of this RFP signed by a person duly authorized to commit successful Contractor to the contract;
- 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

001172

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

Proposers must submit one (1) original and ten (10) copies of the Technical Volume plus one (1) original and ten (10) 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.

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 after award of contract.

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.

1. Volume I – Technical Proposal

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.

001173

a. Executive/Management Summary

The Executive/Management Summary shall contain a brief narrative or synopsis 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 IV, Specifications

The information specified herein must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph with the exception of paragraph "A" 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.

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.

2. Volume II – Price Proposal

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.

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.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page acknowledging any addenda. Failure to submit this signed document will result in rejection of the Proposal.

b. Price Proposal Pages

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

001174

c. Additional Submittals/Forms

- (1) Proposer's References (use form on page 21).
- (2) Proposer's Statement of Financial Responsibility as specified in Section II, paragraph L (use form on page 22).
- (3) Proposer's Statement of Subcontractors (use form on page 23).
- (4) Certification Survey (use form on page 24).
- (5) Contractor Standards Questionnaire (use form on pages 25-29). This RFP is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32, adopted by Ordinance No. O-19383. The Contractor Standards Rules and Regulations are available at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the Proposal to be rejected as non-responsive.

1. Insurance requirements as specified in Section III, paragraph B.
2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
3. Business Tax License as specified in Section III paragraph L, 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.

001175

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 Committee of each qualified Proposal on technical merit.

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

1. Executive/Management Summary and Specifications;
2. Qualifications, Experience and Rapport; and
3. Past performance as indicated by references.

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

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. This document will be used in determining the Proposers' financial responsibility.

001176

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. These documents may be relied on in further determining Proposers' financial responsibility.

M. ORAL PRESENTATIONS

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within 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.

001177

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 who's 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.

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.

001178  
III.

### SPECIFIC PROVISIONS

#### A. 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 which modifications must be in writing and 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.

#### B. 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.

001179

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.) per occurrence and two million dollars (\$2,000,000.) 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. Professional Liability with limits of at least two million dollars (\$2,000,000) per occurrence covering the risk of errors and omissions, negligent acts and costs of claim/litigation investigation and court costs.
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.) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.) shall be disclosed to and acceptable to the City.

C. 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](http://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.

D. QUANTITIES

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

001180

E. 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.

F. 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 purchasing.

G. 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.

H. 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.

I. 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.

001181 J. 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.

K. 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 V.

L. 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/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each vendor 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.

001182

IV. SPECIFICATIONS

A. CURRENT CITY PLANS

1. The City currently provides a defined benefit plan with three (3) different levels of benefits – General, Safety, and Elected Officers as well as three (3) different defined contribution plans – 401(k), 457 and 401(a). Eligibility for the plans depends on the employee’s classification. Copies of the various Summary Plan Descriptions are included for reference.
2. Retiree health is provided by the City to employees that were hired before 7/1/05 and retired on or after 10/6/80 up to the maximum amount. The maximum for the period 7/1/06 through 6/30/07 is \$645.99/month for non-Medicare eligible retirees and \$608.37 for Medicare eligible. The maximum increases each year based on Table I – National Health Expenditures and Selected Economic Levels and Annual Average Percent Change by the Centers of Medicare and Medicaid Services, Office of the Actuary. Employees retired prior to 10/6/80 receive up to \$1,200/year reimbursement for incurred medical expenses. The City only pays for the retiree’s health insurance. If the maximum is not met for the cost of retiree only health insurance, the remainder cannot be used to offset dependents’ coverage. The maximum amount paid is for medical only. Retiree’s may purchase coverage other than the City’s or Unions’ as listed in the FY 2007 Retiree Health Information Summary. A copy of the summary book is available on CD and can be obtained by contacting Thomas Roy, CPPB, Principal Procurement Specialist at (619) 236-6158. Retiree benefits are for a lifetime.
3. Employees hired on or after 7/1/05 have no retiree health coverage. The City is committed to establish a defined contribution plan for retiree medical expenses. A participant in the plan will accrue rights only to the individual’s actual contributions and investment earnings on those contributions, but not to retiree medical coverage as a benefit.

B. CORE REQUIREMENTS AND DELIVERABLES

The City will assist the Proposer in arranging for access to pertinent records and information. The following requirements and deliverables shall be provided:

1. Conducting a comprehensive study of the City’s existing retirement and pension plans, including retiree health insurance, ninety (90) calendar days after award of contract.
2. Providing an analysis with pros and cons of defined contribution, defined benefit and hybrid plans, as well as cost considerations including funding requirements and administrative and/or contract costs. This analysis should include numerical data identifying the city’s cost/contribution, employee’s cost/contribution, and the employee’s benefit at retirement eligible age for the following scenarios:

001183

- a. For Safety Members, calculate for entry ages of twenty-five (25), thirty-five (35) and forty-five (45) years of age, with retirement at age fifty (50).
- b. For General Members, calculate for entry ages of twenty-five (25), thirty-five (35) and forty-five (45) years of age, with retirement at age fifty-five (55).

(Data should be presented in such a way that the City can select from these variables (city cost/contribution, employee cost/contribution, employee benefit at retirement age and retirement age) in determining an attractive and sustainable plan design. State all assumptions regarding investment returns, obligations of the city or employee to manage assets, etc.)

Item two (2) shall be provided ninety (90) calendar days after award of contract.

3. Providing recommendations and strategies for the City to consider for
  - a. Sustaining, modifying or creating new pension plan(s) for future employees and/or for current employees.
  - b. Sustaining, modifying or creating new retiree health insurance vehicles/benefits for future employees and/or current employees.

Item three (3) shall be provided ninety (90) calendar days after award of contract.

4. Provide case studies of other public and private employers such as AT&T and State of Alaska for phasing out of defined benefit plans, the issues considered, challenges, faced and steps taken to resolve issues including cost implications. Additionally, Sun Trust Banks, Inc., FedEx Corporation, and Goodyear have also gone through phasing out of defined benefit plans, case studies should be provided addressing the same issues as previously stated.
5. Present findings to Mayor, City Council, Management, and labor organizations as required.
6. Provide fifty (50) copies of the final report for public release.

C. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan proposing their strategy relative to procedural, operational steps, technical approach and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. Explain the method to gather and report case studies and cost analyses. Include a copy of a similar report if available as an appendix to this RFP.

A revised schedule may be required from the Proposer within ten (10) calendar days of the City's notification of provisional award. Work will be required immediately after award of contract.

## 001184 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 a company/corporate organizational chart and staffing profile.
2. Proposer shall provide resumes and years of tenure for key personnel including but not limited to the account representative(s) who will be assigned and dedicated to the City's account. Additionally, describe the strengths of key personnel to the City's requirements. Indicate role and responsibilities of prime consultant and all subcontractors if applicable.
3. Proposer shall provide the names and contact information of the key personnel assigned and dedicated to the City's account, specifically the account representative(s) from the Customer Service Operation.
4. Proposer shall provide account representative(s) who have a minimum of three (3) years prior experience in accounts of similar type, size, and scope. Proposer shall clearly define what responsibilities the assigned account representative(s) will be charged with relative to this project.
5. Proposer shall not change the dedicated account representative(s) without the prior written approval of the City.
6. The City's dedicated account representative(s) shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 619, 858 or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.; Pacific Time excluding City holidays.

### E. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past two (2) years. References shall be submitted on the attached form, Proposer's References.

### F. OPTIONAL CONSULTING SERVICES

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

001185  
V. 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 with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable.

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 IV, Paragraph B of this RFP. No other charges will be considered. Progress payments may be proposed however may be subject to negotiation. Additionally, the City may withhold approximately ten (10) percent of the final payment until all services provided by the Proposer have been determined to be acceptable to the City.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing for the specified core requirements and deliverables. However price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

B. PRICING FOR OPTIONAL CONSULTING SERVICES

Pricing for optional consulting services will not be included in the evaluation for award. Proposers shall provide, as an attachment to their pricing submittal page, pricing for optional consulting services. Prices shall include firm-fixed fully-burdened hourly labor rates for key personnel. Expenses will be reimbursed by the City on the basis of fairness, reasonableness, and expenses considered customary by the City. All reimbursable expenses shall be approved by the City in advance.

001186

VI. PRICING PAGES

PRICING FOR CORE REQUIREMENTS AND DELIVERABLES AS SPECIFIED IN  
RFP SECTION IV, PARAGRAPH B.

Fixed price \$ \_\_\_\_\_ (lump sum total).

001187

VII.FORMS

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 two (2) 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: \_\_\_\_\_

Name of Municipality/State: \_\_\_\_\_ Population of Municipality: \_\_\_\_\_

Number of Municipal Employees: \_\_\_\_\_ - \_\_\_\_\_ Number of Retirees: \_\_\_\_\_

Describe Revenue Generated from Contract: \_\_\_\_\_

Description of New Business Partnership/Sponsorship Generated by Proposer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Name of Municipality/State: \_\_\_\_\_ Population of Municipality: \_\_\_\_\_

Number of Municipal Employees: \_\_\_\_\_ - \_\_\_\_\_ Number of Retirees: \_\_\_\_\_

Describe Revenue Generated from Contract: \_\_\_\_\_

Description of New Business Partnership/Sponsorship Generated by Proposer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**001188 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: \_\_\_\_\_

001189

**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 bid. NOTE: Add additional pages if necessary.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Contractor's License #: \_\_\_\_\_

Requirements of contract: \_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

001190

### Certification Survey

For Small, Ethnically and Culturally Diverse,

Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

- 1. Contractor's company is currently certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business?  Yes  No

Certification Number/Agency: \_\_\_\_\_

- 2. Contractor's company has applied for certification?  Yes  No

If yes, which agency? \_\_\_\_\_

- 3. Contractor's company is an independently owned business?  Yes  No

- 4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual\*?  Yes  No

5. SIC Code: \_\_\_\_\_

6. Number of Employees: \_\_\_\_\_

7. Annual Gross Receipts (three year average): \_\_\_\_\_

- 8. This is not an application for certification. If you would like to receive an application for certification, please check box:

I certify that this information is correct: \_\_\_\_\_

Authorized Signature

Date

\* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

001191

**Purchasing & Contracting • City of San Diego**  
**CONTRACTOR STANDARDS**  
*Questionnaire*

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. 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, each Proposer/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records 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 questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the Questionnaire Attachment "A" and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire 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. PROPOSER/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 *Questionnaire 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 *Questionnaire 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.

001192

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

Corporation Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers:

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
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 Questionnaire* 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 *Questionnaire 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 *Questionnaire 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 *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

- 1. In the past five (5) years, has your firm defaulted on a contract with a government agency?  
 Yes                       No

If Yes, use *Questionnaire 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 *Questionnaire 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 or officer been found to have violated or been penalized for 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 *Questionnaire 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 *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

001194

H. BUSINESS INTEGRITY:

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

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

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

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

I. TYPE OF SUBMISSION: This questionnaire response is submitted as:

- Initial submission of *Contractor Standards Questionnaire*.
- Update of prior *Contractor Standards Questionnaire* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

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

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Ordinance No. O-19383:

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

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

Print Name, Title

Signature

Date



001197

## CITY OF SAN DIEGO

PURCHASING DIVISION  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

### ADDENDUM A

Proposal No. 8739-07-T

Closing Date: April 9, 2007  
@ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Consulting Services for Pension Plans and Retiree Health Insurance.**

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

1. Delete the original page 16 and replace with the attached Addendum A page 16.  
(NOTE: Section IV, paragraph B, item 1 has been changed.)
2. Delete the original page 17 and replace with the attached Addendum A page 17.  
(NOTE: Section IV, paragraph B, item 2 and 3 have been changed.)

CITY OF SAN DIEGO PURCHASING DIVISION

Tom Roy, CPPB  
Principal Procurement Specialist  
(619) 236-6158

March 19, 2007

TR/bl

001198  
SPECIFICATIONS

A. CURRENT CITY PLANS

1. The City currently provides a defined benefit plan with three (3) different levels of benefits – General, Safety, and Elected Officers as well as three (3) different defined contribution plans – 401(k), 457 and 401(a). Eligibility for the plans depends on the employee's classification. Copies of the various Summary Plan Descriptions are included for reference.
2. Retiree health is provided by the City to employees that were hired before 7/1/05 and retired on or after 10/6/80 up to the maximum amount. The maximum for the period 7/1/06 through 6/30/07 is \$645.99/month for non-Medicare eligible retirees and \$608.37 for Medicare eligible. The maximum increases each year based on Table I – National Health Expenditures and Selected Economic Levels and Annual Average Percent Change by the Centers of Medicare and Medicaid Services, Office of the Actuary. Employees retired prior to 10/6/80 receive up to \$1,200/year reimbursement for incurred medical expenses. The City only pays for the retiree's health insurance. If the maximum is not met for the cost of retiree only health insurance, the remainder cannot be used to offset dependents' coverage. The maximum amount paid is for medical only. Retiree's may purchase coverage other than the City's or Unions' as listed in the FY 2007 Retiree Health Information Summary. A copy of the summary book is available on CD and can be obtained by contacting Thomas Roy, CPPB, Principal Procurement Specialist at (619) 236-6158. Retiree benefits are for a lifetime.
3. Employees hired on or after 7/1/05 have no retiree health coverage. The City is committed to establish a defined contribution plan for retiree medical expenses. A participant in the plan will accrue rights only to the individual's actual contributions and investment earnings on those contributions, but not to retiree medical coverage as a benefit.

B. CORE REQUIREMENTS AND DELIVERABLES

The City will assist the Proposer in arranging for access to pertinent records and information. The following requirements and deliverables shall be provided:

1. **Conducting a comprehensive study of the City's existing retirement and pension plans, including retiree health insurance.**
2. Providing an analysis with pros and cons of defined contribution, defined benefit and hybrid plans, as well as cost considerations including funding requirements and administrative and/or contract costs. This analysis should include numerical data identifying the city's cost/contribution, employee's cost/contribution, and the employee's benefit at retirement eligible age for the following scenarios:

001199

- a. For Safety Members, calculate for entry ages of twenty-five (25), thirty-five (35) and forty-five (45) years of age, with retirement at age fifty (50).
- b. For General Members, calculate for entry ages of twenty-five (25), thirty-five (35) and forty-five (45) years of age, with retirement at age fifty-five (55).

(Data should be presented in such a way that the City can select from these variables (city cost/contribution, employee cost/contribution, employee benefit at retirement age and retirement age) in determining an attractive and sustainable plan design. State all assumptions regarding investment returns, obligations of the city or employee to manage assets, etc.)

**Deleted.**

3. Providing recommendations and strategies for the City to consider for
  - a. Sustaining, modifying or creating new pension plan(s) for future employees and/or for current employees.
  - b. Sustaining, modifying or creating new retiree health insurance vehicles/benefits for future employees and/or current employees.

**Deleted.**

4. Provide case studies of other public and private employers such as AT&T and State of Alaska for phasing out of defined benefit plans, the issues considered, challenges, faced and steps taken to resolve issues including cost implications. Additionally, Sun Trust Banks, Inc., FedEx Corporation, and Goodyear have also gone through phasing out of defined benefit plans, case studies should be provided addressing the same issues as previously stated.
5. Present findings to Mayor, City Council, Management, and labor organizations as required.
6. Provide fifty (50) copies of the final report for public release.

**C. PROPOSERS IMPLEMENTATION PLAN**

Proposers shall provide a contract implementation plan proposing their strategy relative to procedural, operational steps, technical approach and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. Explain the method to gather and report case studies and cost analyses. Include a copy of a similar report if available as an appendix to this RFP.

A revised schedule may be required from the Proposer within ten (10) calendar days of the City's notification of provisional award. Work will be required immediately after award of contract.

001201

## CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

### ADDENDUM B

Proposal No. 8739-07-T-RFP

Proposal Closing Date: April 9, 2007  
@ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Consulting Services For Pension Plans and Retiree Health Insurance.**

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

- Add two (2) pages "Questions and Answers." (The "Questions and Answers" are for informational purposes only and are not part of the contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Thomas Roy, CPPB  
Procurement Specialist  
(619) 236-7090

March 29, 2007

TR/bl

001202

**Proposal No. 8739-07-T RFP  
Questions and Answers**

**The questions and answers are for informational purposes only and are not part of the contract.**

**Question 1**

What has precipitated having this project done at this time?

**Answer 1**

Please refer to the "Background" in section I. A of the RFP.

**Question 2**

Have any previous studies of this nature been performed for the City? If so, are you able to provide a copy of any such study(s) to the RFP respondents?

**Answer 2**

No such studies have been prepared previously.

**Question 3**

The RFP states that the three project phases are expected to 180 calendar days. When do expect the project to commence?

**Answer 3**

The project is expected to commence immediately following notice of award, however may be subject to internal approvals depending on cost.

**Question 4**

How important is retaining a firm that is local?

**Answer 4**

There is no requirement that the firm be local.

**Question 5**

What is the budget for this project?

**Answer 5**

The city has no preconceived budget for this project.

**Question 6**

How many meetings are you anticipating to deliver the results for each phase of the project? Will there be separate presentations to the Mayor, City Council, Management and labor organizations? To the extent that the number of meetings is unknown at this time, will you accept a separate fee quote for meetings based on fully burdened hourly labor rates?

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Answer 6

The exact number of meetings required is unknown, however there are likely to be a series of separate presentations to City Management, the Mayor, City Council and labor organizations. Proposers should identify the number of meetings and/or presentations included in their proposal and are required to comply with Section V, Pricing Submittal for any additional services.

Question 7

Is a consultant currently providing these services to the City?

Answer 7

No, there is not a consultant currently providing these services to the City.

Question 8

Has a similar study been conducted in the past? What were the findings and how were they implemented?

Answer 8

No, a similar study has not been conducted.

Question 9

Will the City accept limitations on contractor liability and third party indemnification in the consulting services contract?

Answer 9

No.

End of Questions and Answers