

000417

Centre City
Development
Corporation

55
12/02

REPORT NO. CCDC-08-30

DATE ISSUED: October 1, 2008

ATTENTION: Honorable Chair and Members of the Redevelopment Agency
Docket of October 7, 2008

ORIGINATING DEPT.: Centre City Development Corporation

SUBJECT: Fiscal Year 2009 Corporation Budget Amendment – General

COUNCIL DISTRICTS: Districts 2 and 8

REFERENCE: None

STAFF CONTACT: Frank Alessi, Vice President and Chief Financial Officer, 619-533-7130

REQUESTED ACTION: That the Redevelopment Agency (“Agency”) approve an amendment to the Fiscal Year 2009 Corporation Budget (“FY09 Corporation Budget”) increasing the line item for Other Consultants by \$600,000.

STAFF RECOMMENDATIONS: That the Agency approve an amendment to the FY09 Corporation Budget increasing the line item for Other Consultants by \$600,000.

SUMMARY: On July 31, 2008, the Audit Committee of the City Council of the City of San Diego discussed a timeline and scope of work for a Performance Audit of the Centre City Development Corporation. The Internal Auditor, Eduardo Luna, is conducting and coordinating a Request for Proposal (RFP) to hire a firm to conduct the Performance Audit. During discussions it was indicated that the cost of such an audit would be paid for by the Corporation. To facilitate the potential amount of the cost of the Performance Audit, it is requested that the Corporation Budget be increased by \$600,000. In addition, other unanticipated Corporation legal costs and recruiting services have and will be incurred.

FISCAL CONSIDERATIONS: It is anticipated that the Performance Audit may cost upwards of \$600,000 of Agency funds and the proposed budget amendment can be accommodated with tax increment revenues received in Fiscal Year 2008 in excess of the amount originally contemplated.

CENTRE CITY DEVELOPMENT CORPORATION RECOMMENDATION: On September 24, 2008, the Centre City Development Corporation Board voted unanimously to approve staff’s recommendation to increase the Budget line item for Other Consultants by \$600,000.

BACKGROUND: On July 31, 2008, the Audit Committee of the City Council of the City of San Diego discussed a timeline and scope of work for a Performance Audit of the Corporation. The Internal Auditor, Eduardo Luna, is conducting and coordinating a RFP and the selection process for hiring a firm to conduct the Performance Audit.

C00418

DISCUSSION: The Audit Committee of the City Council of the City of San Diego has directed the City's Internal Auditor to prepare a RFP and conduct a Performance Audit of the Corporation. The Performance Audit will cover a three-year period from July 1, 2005 through June 30, 2008 to evaluate the efficiency and effectiveness of the organization and to determine if the organization's goals are being achieved. In addition, the Performance Audit will review and evaluate the development process; budgetary practices and procedures; procurement practices; review of accounting for and reporting of non-salary compensation; Corporation expenditures for Fiscal Year 2008 including equipment and capital assets; review of information provided to the Corporation Board members; internal controls; and potential conflict of interest regarding expenses paid by the Corporation. It is anticipated that the audit will take approximately four months to complete subsequent to a fully executed contract. Two months thereafter, written reports and PowerPoint presentations will be provided including any findings and conclusions of the audit. In addition, other unanticipated Corporation legal costs and recruiting services have and will be incurred.

ENVIRONMENTAL IMPACT: This activity is not a project, and is therefore not subject to CEQA per CEQA Guidelines Section 15060(c)(3).

CONCLUSION: Staff recommends approval of the budget amendment to the Fiscal Year 2009 Corporation Budget increasing the line item for Other Consultants by \$600,000.

Respectfully submitted,



Frank J. Alessi
Vice President and Chief Financial Officer

Concurred by:


Barbara A. Kaiser
Vice President - Real Estate Operations

000419

ITEM #7

DATE ISSUED: September 12, 2008

ATTENTION: Centre City Development Corporation
Meeting of September 24, 2008, Agenda 670

SUBJECT: Fiscal Year 2009 Corporation Budget Amendment – General

STAFF CONTACT: Frank Alessi, Vice President and Chief Financial Officer

REQUESTED ACTION: That the Centre City Development Corporation (“Corporation”) approve and recommend that the Redevelopment Agency (“Agency”) approve an amendment to the Fiscal Year 2009 Corporation Budget (“FY09 Corporation Budget”) increasing the line item for Other Consultants by \$600,000.

STAFF RECOMMENDATION: That the Corporation approve and recommend that the Agency approve an amendment to the FY09 Corporation Budget increasing the line item for Other Consultants by \$600,000.

SUMMARY: On July 31, 2008, the Audit Committee of the City Council of the City of San Diego discussed a timeline and scope of work for a Performance Audit of the Centre City Development Corporation. The Internal Auditor, Eduardo Luna, is conducting and coordinating a Request for Proposal (RFP) to hire a firm to conduct the Performance Audit. During discussions it was indicated that the cost of such an audit would be paid for by the Corporation. To facilitate the potential amount of the cost of the Performance Audit, it is requested that the Corporation Budget be increased by \$600,000. **In addition, other unanticipated Corporation legal costs and recruiting services have and will be incurred.**

FISCAL CONSIDERATIONS: It is anticipated that the Performance Audit may cost upwards of \$600,000 of Agency funds and the proposed budget amendment can be accommodated with additional revenues received in Fiscal Year 2008 than originally contemplated.

COMMITTEE RECOMMENDATION: On September 10, 2008, the Budget/Finance and Administration Committee voted unanimously (Brown, Maas, Kilkenny, LeSar, Shaw, McNeely) to approve an amendment to the FY09 Corporation Budget.

OTHER RECOMMENDATIONS: None.

CHANGES SINCE BOARD COMMITTEE MEETING: **Changes that have occurred at Board Committee are noted in bold font.**

000420

BACKGROUND: On July 31, 2008, the Audit Committee of the City Council of the City of San Diego discussed a timeline and scope of work for a Performance Audit of the Corporation. The Internal Auditor, Eduardo Luna, is conducting and coordinating a RFP and the selection process for hiring a firm to conduct the Performance Audit.

DISCUSSION: The Audit Committee of the City Council of the City of San Diego has directed the City's Internal Auditor to prepare a RFP and conduct a Performance Audit of the Corporation. The Performance Audit will cover a three-year period from July 1, 2005 through June 30, 2008 to evaluate the efficiency and effectiveness of the organization and to determine if the organization's goals are being achieved. In addition, the Performance Audit will review and evaluate the development process; budgetary practices and procedures; procurement practices; review of accounting for and reporting of non-salary compensation; Corporation expenditures for Fiscal Year 2008 including equipment and capital assets; review of information provided to the Corporation Board members; internal controls; and potential conflict of interest regarding expenses paid by the Corporation. It is anticipated that the audit will take approximately four months to complete subsequent to a fully executed contract. Two months thereafter, written reports and PowerPoint presentations will be provided including any findings and conclusions of the audit. **In addition, other unanticipated Corporation legal costs and recruiting services have and will be incurred.**

ENVIRONMENTAL IMPACT: This activity is not a project, and is therefore not subject to CEQA per CEQA Guidelines Section 15060(c)(3).

CONCLUSION: Staff recommends approval of the budget amendment to the Fiscal Year 2009 Corporation Budget increasing the line item for Other Consultants by \$600,000.

Respectfully submitted,

Concurred by:

Frank J. Alessi
Vice President and Chief Financial Officer

Barbara A. Kaiser
Vice President – Real Estate Operations

000421

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

October 28, 2008

55
12/02

SUBJECT: Centre City Development Corporation Performance Audit

GENERAL CONTRACT INFORMATION

Recommended Consultant: Sjoberg Evashenk Consulting, Inc.

Amount of this Action: \$344,000.00

Funding Source: City

SUBCONSULTANT PARTICIPATION

No subconsultant participation for this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Sjoberg Evashenk Consulting, Inc. submitted a Work Force Report for their Sacramento County, California, employees dated September 2, 2008, with a total of 15 employees. The firm's Work Force Analysis reflects no under representations.

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)

ADDITIONAL COMMENTS

The Work Force Analysis is attached.


JLR

File: Admin WOFO 2000

Date WOFO Submitted: 9/2/2008
 Input by: Lad

Goals reflect statistical labor force availability for the following: 2000 CLFA
 Sacramento County, CA

City of San Diego Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT
 FOR

Company: Sjoberg Evashenk Consulting, Inc.

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	0	0	0	0	0	0	0	0	0	0	2	4	0	0
Professional	0	1	0	1	0	1	0	0	0	0	2	3	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	1	0	1	0	2	0	0	0	0	4	7	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section I (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		
ALL	M	F
6	2	4
8	2	6
0	0	0
0	0	0
0	0	0
1	0	1
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

Female Goals
 45.0%
 61.5%
 33.0%
 54.1%
 46.8%
 72.9%
 61.2%
 9.9%
 34.4%
 13.1%
 13.7%

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

TOTAL

15	4	11
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	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	0.40	0	N/A	0.50	0	N/A	0.45	0	N/A	0.05	0	N/A	0.45	0	N/A	2.75	4	1.25
Professional	0.61	1	N/A	0.70	1	N/A	0.63	1	N/A	0.05	0	N/A	0.63	0	N/A	4.92	6	1.08
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	0.11	0	N/A	0.14	0	N/A	0.09	1	N/A	0.01	0	N/A	0.09	0	N/A	0.73	1	N/A
Services	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
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.

000425

REQUEST FOR COUNCIL ACTION
 CITY OF SAN DIEGO

 1. CERTIFICATE NUMBER
 (FOR AUDITOR'S USE) 55
 12/02

 TO: City Attorney
 2. FROM (ORIGINATING DEPARTMENT): Office of the City Auditor
 3. DATE: October 14, 2008

 4. SUBJECT:
 Centre City Development Corporation Performance Audit

 5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.): Eduardo Luna 33026 MS 614B
 6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.): Kyle Esler 33010 MS 614B
 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED
8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	102691	9. ADDITIONAL INFORMATION / ESTIMATED COST:	
DEPT.	102691		
ORGANIZATION			
OBJECT ACCOUNT			
JOB ORDER	000001		
C.I.P. NUMBER			
AMOUNT	\$344,000		

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	APPROVING AGENCY	FRANK J. ALESSI	10/14/08	8	DEPUTY CHIEF OPERATING OFFICER LAND USE & ECONOMIC DEV.	WILLIAM A. ANDERSON	10/15/08
2	CITY ATTORNEY	BRANT WILL	10/28/08	9	COO	JAY M. GOLDSTONE	10/16/08
3	ASSISTANT DIRECTOR CP&CI REDEV. DIV.	JANICE WEINRIK	10/15/08	10	EOC	Doug Th. R...	10/28/08
4				11	ORIGINATING DEPARTMENT	EDUARDO LUNA	10/14/08
5	PURCHASING AND CONTRACTING	TAMMY HINES	10/15/08		DOCKET COORD:	COUNCIL LIAISON:	10/14/08
6	COMPTROLLER	ROLANDO CHARVEL	10/14/08	✓	COUNCIL PRESIDENT	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7	CITY CLERK DOCUMENT PROCESSOR				REFER TO:	COUNCIL DATE:	11/18/08

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

1. Authorize the Mayor to approve and execute the Request for Proposal (RFP) Agreement with Sjoberg Evashenk Consulting, Inc to conduct the Centre City Development Corporation (CCDC) Performance Audit for an amount not to exceed \$344,000.
2. Authorize the appropriation and expenditure of funds in the amount not to exceed \$344,000, in Fund 102691, RDA City Contracts, for the purpose of executing the contract.
3. Authorize the receipt of funds from the CCDC in the amount of \$344,000 for the purpose of funding the contract.

11A. STAFF RECOMMENDATIONS:

Adopt the Resolution. Ordinance.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: N/A

HOUSING IMPACT: N/A

ATTACHMENTS: Agreement between the City of San Diego and Sjoberg Evashenk Consulting, Inc. and the RFP that was issued by the City.

000427

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED:

October 14, 2008

ATTENTION: City Council

ORIGINATING DEPARTMENT: Office of the City Auditor

SUBJECT: Centre City Development Corporation Performance Audit

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Eduardo Luna (619) 533-3026

REQUESTED ACTION:

Authorize the Mayor to approve and execute the Request for Proposal Agreement with Sjoberg Evashenk Consulting, Inc to conduct the Centre City Development Corporation (CCDC) Performance Audit for an amount not to exceed \$344,000.

Authorize the appropriation and expenditure of funds in the amount of \$344,000 for the purpose of executing the contract.

Authorize the receipt of funds from the CCDC in the amount of \$344,000 for the purpose of funding the contract.

STAFF RECOMMENDATION:

Adopt the ordinance.

EXECUTIVE SUMMARY:

On July 25, 2008, Mayor Jerry Sanders and Councilmember Kevin Faulconer called for performance audits of City agencies, including the Centre City Development Corporation (CCDC). On July 31, 2008, the Audit Committee directed the City Auditor to prepare a Request for Proposal (RFP) to hire a firm to conduct a Performance Audit of CCDC. On August 5, 2008, the Office of the City Auditor prepared the RFP, and the Purchasing and Contracting Department reviewed and issued the RFP on August 14, 2008. On September 26, 2008, the Technical Evaluation Committee finalized their review of the proposals received, and selected Sjoberg Evashenk Consulting, Inc. to conduct the CCDC performance audit at an amount not to exceed \$344,000.

Sjoberg Evashenk Consulting, Inc. is a firm that was organized in January 2000 by the former California State Auditor and Chief Deputy State Auditor, and is a national full service consulting company with a team of highly experienced and credentialed staff. In their nine years of operations, they have conducted more than 100 engagements covering a broad array of topics and levels of government.

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The Performance Audit will cover a three-year period from July 1, 2005 through June 30, 2008 to evaluate the efficiency and effectiveness of the organization and to determine if the organization's goals are being achieved. In addition, the Performance Audit will review and evaluate the development process; budgetary practices and procedures; procurement practices; review of accounting for the reporting of compensation; Corporation expenditures for Fiscal Year 2008 including equipment and capital assets; review of information provided to the Corporation Board members; internal controls; and potential conflict of interest regarding expenses paid by the Corporation. It is anticipated that the audit will take approximately four months to complete subsequent to a fully executed contract. Two months thereafter, written reports and PowerPoint presentations will be provided including any findings, conclusions and recommendations of the audit.

FISCAL CONSIDERATIONS: The total cost of this audit is not to exceed \$344,000.

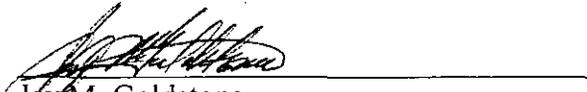
PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On July 31, 2008, the Audit Committee directed the City Auditor to prepare a RFP to hire a firm to conduct a performance audit of CCDC. On September 24, 2008, the CCDC Board ~~Committee~~ approved a recommendation for the Redevelopment Agency to approve an amendment to the Fiscal Year 2009 Corporate Budget increasing the line item for Other Consultants by \$600,000 for the Performance Audit. On October 7, 2008, the Redevelopment Agency approved the Corporate Budget Amendment for the Audit.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:


Eduardo Luna
City Auditor


Jay M. Goldstone
Deputy Chief/Chief Operating Officer

000429

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE AMENDING ORDINANCE NO. O-19774 (NEW SERIES) ENTITLED "AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2009 AND APPROPRIATING THE NECESSARY MONEY TO OPERATE THE CITY OF SAN DIEGO FOR SAID FISCAL YEAR" AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SJOBERG EVASHENK CONSULTING TO CONDUCT A PERFORMANCE AUDIT OF THE CENTRE CITY DEVELOPMENT CORPORATION, AND AUTHORIZING THE RECEIPT OF FUNDS IN THE AMOUNT OF \$344,000 FROM THE CENTRE CITY DEVELOPMENT CORPORATION AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF SUCH FUNDS FOR THE PURPOSE OF FUNDING THE AGREEMENT.

WHEREAS, on July 28, 2008, the City Council adopted Ordinance No. O-19774 entitled An Ordinance Adopting The Annual Budget For The Fiscal Year 2009 And Appropriating The Necessary Money To Operate The City Of San Diego For Said Fiscal Year [Appropriation Ordinance]; and

WHEREAS, on July 25, 2008, the Mayor and Audit Committee Chair and Councilmember Kevin Faulconer requested performance audits of various City agencies, including the Centre City Development Corporation [CCDC]; and

WHEREAS, on July 31, 2008, the Audit Committee directed the Auditor to prepare a Request for Proposals [RFP] to select a firm to conduct a performance audit of CCDC; and

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WHEREAS, on August 14, 2008, the RFP was issued and on September 26, 2008, Sjoberg Evashenk Consulting, Inc., was selected to conduct the performance audit of CCDC for an amount not to exceed \$344,000; and

WHEREAS, on September 24, 2008, the CCDC Board Committee approved a recommendation that the Redevelopment Agency amend the FY 2009 CCDC budget to provide funding for, among other things, the cost of the performance audit and on October 7, 2008, the Redevelopment Agency amended the FY 2009 CCDC budget; NOW, THEREFORE,

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

Section 1. That the Mayor is authorized to enter into an agreement with Sjoberg Evashenk Consulting, Inc., in an amount not to exceed \$344,000 to conduct a performance audit of CCDC under the terms of the Sjoberg Evashenk proposal received by the City on September 3, 2008 and on file with the City Clerk's office as document no. OO-_____.

Section 2. That the Comptroller is authorized to receive up to \$344,000 from CCDC for the purpose of funding the above-referenced agreement.

Section 3. That the Comptroller is authorized to appropriate and expend up to \$344,000, in Fund 102691, RDA City Contracts, for the purpose of funding the above-reference agreement.

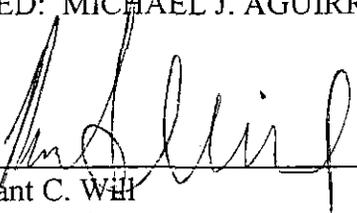
Section 4. That the Office of the Independent Budget Analyst will be informed regarding the progress of the performance audit through briefings at the Audit Committee.

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

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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 

Brant C. Will
Deputy City Attorney

BCW:jdf
10/23/08
11/19/08.Rev
Or.Dept:Auditor
O-2009-62

I hereby certify that the foregoing 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

000433

City of San Diego

Request for Proposal for the Audit of the Centre City Development Corporation

Volume I – Technical Proposal

Proposal No. 9470-09-Z-RFP

September 3, 2008. @ 4:00 p.m. P.D.T.

Michael Winterberg, CPPB
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Submitted by:

SJOBERG EVASHENK
CONSULTING, INC

455 Capitol Mall • Suite 700 • Sacramento, California • 95814 • Tel 916.443.1300 • Fax 916.443.1350

000434

SJOBORG EVASHENK
CONSULTING, INC

September 3, 2008

Michael Winterberg, CPPB
Purchasing and Contracting Department
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

RE: Proposal No. 9470-09-Z-RFP – Centre City Development Corporation Audit

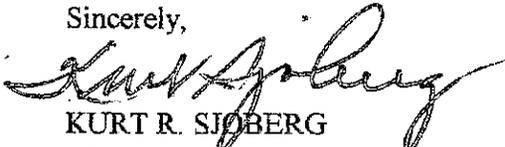
Dear Mr. Winterberg:

Sjoberg Evashenk Consulting, Inc., is pleased to propose on the above referenced audit for the City of San Diego. This letter shall serve as the transmittal of our proposal for this project. After you review our proposal, we believe you will agree that our combination of experience and qualifications make us uniquely qualified to perform this engagement.

Our firm, organized in January 2000 by the former California State Auditor and Chief Deputy State Auditor, is a national full service consulting company with a team of seasoned professionals. In our nearly nine years of operations, we have conducted more than 100 engagements covering a broad array of topics and levels of government. Our collective breadth of experience in government performance auditing at the state and local levels is unsurpassed in the United States and our work conducting audits and evaluations of government programs similar to the requested audit span more than 20 years when we include projects we managed at the California Bureau of State Audits.

Sjoberg Evashenk Consulting, Inc. is fully licensed and insured to perform this audit, and incorporated in California to conduct business. Moreover, we are fully compliant with all Government Audit Standards, including having passed two external quality control reviews.

Sincerely,


KURT R. SJOBORG
Chairman

CLERKS OFFICE
SAN DIEGO, CA

RECEIVED
08 NOV - 4 AM 4: 15

THE EQUATION FOR EXCELLENCE

Volume I – Technical Proposal

Section I, Executive Summary

The City of San Diego seeks a well-qualified professional audit firm to conduct a performance audit of the Centre City Development Corporation (CCDC). We believe that after reviewing our proposal you will agree that Sjoberg Evashenk Consulting has unparalleled experience in conducting public sector performance audits in general, and in conducting such audits in the redevelopment, housing and city economic improvement areas in particular.

Sjoberg Evashenk understands the importance of this audit in assuring that San Diego's downtown redevelopment efforts are successful in eliminating blight, providing housing and stimulating the economy of the City in general. With a fiscal year 2009 budget of \$235.5 million, CCDC is a critical link in improving San Diego's urban core. Each of CCDC's five budget components related to low and moderate income housing, non-housing project activities, tax sharing, long-term debt appropriations, and administration needs to be addressed comprehensively during this audit. To the extent that we identify opportunities where improvements are warranted or further progress can be stimulated, the audit can be an agent for constructive change so that important initiatives can be pursued and fostered.

After reviewing our proposal, we also hope that the City of San Diego will find that Sjoberg Evashenk Consulting is truly "*The Equation for Excellence*". This statement is not only our motto, but also the way we do business—every day, every project, every effort. We at Sjoberg Evashenk Consulting have dedicated our careers to the fields of performance auditing and evaluations, business process assessment, feasibility studies, cost benefit analyses, financial reviews and audits, strategic and business planning, and management advisory services to government, quasi-government, and non-profit sectors. Our founding partners, Kurt Sjoberg and Marianne Evashenk, former State Auditor and Chief Deputy State Auditor of California, are nationally recognized as forerunners in the discipline of performance audits in the government environment and have devoted three decades to serving the public sector in auditing and reviewing programs and operations involving virtually every area of state, local, and federal government. Moreover, the experience of the partners and managers of Sjoberg Evashenk Consulting span many more than the nine years the firm has been in operation – in fact, most bring decades of government audit experience to the project. Further, these key individuals will work directly on this audit if our firm is chosen.

Every audit conducted by Sjoberg Evashenk Consulting fully complies with Government Audit Standards (July 2007 revision) and our goal in each audit is to assure that the activities under review are being provided in an efficient and effective manner. Furthermore, we assess whether organizational goals and objectives are being achieved, and determine if best and leading practices are being utilized. Finally, our audit reports are clear, concise and convincing – and when finalized are ready for public release.

Performance audits conducted by the management and staff of Sjoberg Evashenk Consulting cover a number of comprehensive and complex government programs such as Idaho's entire Medicaid program, Arizona's construction of a regional freeway system, Los Angeles' anti-gang efforts, and Oakland's payroll and human resources activities. In the redevelopment and improving city infrastructure, our team has conducted more than 10 performance audits and studies of city redevelopment agencies, Enterprise Zone Act programs, Marks-Roos Bond Act borrowing for city economic development, and housing and community development departments. One statewide audit of redevelopment agencies included gathering comparative data from 39 individual redevelopment agencies located throughout California. This background will allow us to gather the performance benchmarks, and best and leading practices in use by redevelopment agencies and similar community development departments that can then be applied to the Centre City Development Corporation.

Finally, based on our vast experience both managing a large government agency and auditing literally 100s of others, we fully understand the importance of a performance audit of the CCDC to the residents of San Diego. We pledge that if we are chosen to conduct this audit, the City of San Diego will understand why Sjoberg Evashenk Consulting is "*The Equation for Excellence*".

Section II, Specifications

In the following section, Sjoberg Evashenk Consulting provides detailed responses to each technical area prescribed in the RFP. For each area, Sjoberg Evashenk provides specific information on how our proposal satisfies the requirement and how we are fully capable of successfully providing each point listed. Moreover, after closely reviewing all specifications you have outlined, we have no exceptions or deviations to the General Provisions for Proposals to present.

A. Core Requirements and Deliverables

1. Conduct a performance audit in compliance with GAGAS

Sjoberg Evashenk Consulting's partners, managers and staff have extensive experience conducting government performance audits as fully described under Section C (Qualifications and Experience) in our proposal. All audits we perform are in compliance with the July 2007 amended version of the Government Audit Standards. We have had two external peer reviews conducted in which we received unqualified opinions and no management letter comments. Our next peer review is scheduled to begin in December 2008. All our audits address the efficiency and effectiveness of the auditee's operations and we determine whether goals and objectives are being met. (See example reports attached to this proposal).

1.a. Evaluate CCDC's efficiency and effectiveness and achieving goals

As described in Section E (Proposer's Implementation Plan), we will obtain redevelopment best and leading practices, industry standards and benchmarks, and input from key departments and stakeholders in conducting our audit work. We will also determine the adequacy, appropriateness and achievement of CCDC's goals and identify the agency's communication practices. As mentioned above, determining an agency's efficiency and effectiveness is a core principle we employ on all performance audits, as well as, utilizing best and leading practices related to the operations. Also, our tests of achievement of agency goals always includes assessing whether the goals are relevant, meaningful and result in improved operations. When goals are subpar, we will create ad-hoc measures based on best practices and industry benchmarks, which are then applied to the agency's outputs and outcomes.

1.b. Review and evaluate the development process

Selection of developers, design review processes and contracting activities will be addressed in our audit (See Section E). We have extensive experience with Los Angeles World Airports, Los Angeles Public Works Department, Port of Los Angeles and Proposition K and F construction programs auditing the selection process of engineer, architects, contractors and developers from the RFP/RFQ process through contract completion.

1.c. Evaluate CCDC's budgeting practices

Sound budgeting practices are the foundation upon which decision-makers can accurately fulfill their fiduciary responsibilities. We plan on evaluating CCDC's budgeting process, assessing their success at meeting estimates (budget to actual comparisons), and determining whether the City Council and Redevelopment Board are adequately informed of CCDC's budget progress during a given fiscal year. Critical to this process is adequate, early and clear notification of budget shortfalls (or revenue increases) to the governing bodies so that they can promptly exercise their policy making powers. These steps are described further in Section E. We have recently completed a full assessment of the budgeting practices of the University of California, Office of the President, and have experience evaluating the annual budget of the State of California.

1.d. Evaluate whether CCDC is following sound procurement practices

Building on audit work discussed in 1.b, we will test CCDC's practices in the purchasing of real estate and selection of developers. Criteria to be used includes California state codes (including Health & Safety), other state and local government best practices, and its own policies and procedures. Again, we have extensive experience evaluating procurement practices at such locations as the Port of Los Angeles, LAX and Van Nuys airports, 49 State Trial Courts and the City of Long Beach.

1.e. Review CCDC's salary and non-salary compensation practices

As described in Section E, we will audit CCDC's payroll and other non-salary compensation practices for evidence of Board review, approval, and proper accounting and reporting. We will also review all employee employment contracts for compliance with CCDC policies and procedures, and consideration of best practices. Sjoberg Evashenk has recently completed a comprehensive salary and non-salary compensation audit of the City of Oakland's 5000 employees on behalf of the Oakland City Auditor. In that audit we identified such non-salary benefits as executive, management and sick leave buyouts, cash bonuses, awarding of additional leave accruals, long-outstanding salary advances, and automobile allowances that were not approved by the City Council as required. Furthermore, we are currently conducting performance audits of the hiring practices at Oakland and the City of Los Angeles.

1.f. Review CCDC's expenditures from July 1, 2007 through June 30, 2008

The expenditure testing we will perform for fiscal year 2007-08 expenditures will focus on several areas, including high value, non-typical expenditures; travel, entertainment and other non-salary payments to employees; vendor expenditures; and, expenditures just below amounts exempt from Board or management approvals. As detailed later in Section E, we will sample such expenditures and trace them back to the underlying support (e.g. vendor invoice, travel claim, etc.) to verify that all approvals and limits were followed. Our firm's partners, managers and staff have conducted dozens of expenditure audits covering state and local government agencies in the recent past.

1.g. Verify CCDC equipment and capital assets as of June 30, 2008

First, we determine CCDC's dollar limits on expensing versus capitalizing assets (For example, agencies may only track equipment exceeding a pre-set purchase amount, and not keep track of equipment below this limit). If the amounts appear too low based on our experience, we may recommend changing the amounts. Then we will conduct a traditional inventory focusing on high-value, pilferable equipment or assets stored in an unsecure area. In the end, we will assure that a cross-section of asset types are sampled, identified and tracked. Although inventories are not conducted on all performance audits we conduct, we have performed evidence room inventories at more than 30 State Trial Courts throughout California in the past six years.

1.h. Evaluate information provided by CCDC to its board members

We have conducted several audits on behalf of boards and other legislative bodies (such as the California Health Facilities Financing Authority, California Special District Association, LA Board of Airport Commissioners, and Independent Cities Risk Management Authority) wherein we reviewed the information provided to the governing body by the staff of the entity they oversaw. To accomplish this task, we will obtain board packets provided by CCDC and compare and contrast with best practices we have observed in the past. Moreover, we will interview board members and gain their insights and issues related to the adequacy and timing of the materials provided for review. Our experience has shown that Board's make the best decisions when they are provided information in sufficient detail to exercise sound judgment.

1.i. Evaluate CCDC's system of internal controls

Although the RFP suggests limiting the internal control evaluation to financial reporting, it is our experience that several other business processes and cycles must be reviewed to obtain adequate comfort regarding compliance with good internal controls. For example, revenue and expenditure cycles, procurement and contracting, and payroll activities influence an organization's financial reporting. If the City of San Diego wishes to limit the testing to access and approval of the financial system, we will be able to do that; however, that approach will only provide limited assurance of compliance with good internal controls.

As outlined in Section E, we will administer an internal control checklist questionnaire and assess relative internal control risk areas for testing. We would also flow chart or map the selected business cycles to identify areas where segregation of duties or procedural controls may be challenged. Ultimately, we would test selected activities and determine whether the financial system's security and controls are adequate. Sjoberg Evashenk's partners, managers and staff have conducted dozens of internal control reviews ranging from small cities to the State of California.

1.j. Assess whether any conflicts of interest exist between the CCDC and Redevelopment Agency

After identifying the financial or personal conflict of interest provisions in the Operating Agreement, we will obtain and review all existing documents concerning staff compliance with these provisions. If no related documents are identified, we will perform a limited test of conflict of interest areas based on other CCDC records. If CCDC does not obtain "conflict of interest" statements from employees, we will identify best practices at other redevelopment agencies for guidance.

1.k. Provide up to two written audit reports and oral power point presentations

As mentioned before, Sjoberg Evashenk Consulting's partners, managers and staff have decades of experience writing performance audit reports containing the key elements of efficiency, effectiveness and economical practices, and the meeting of agency goals and objectives. Over 1000 such reports were issued by our key staff during the 25 years that they managed the California Bureau of State Audits. Since 2000, we have issued over 100 reports to clients covering a wide range of issues, many addressing these elements as well. See our report samples that demonstrate our audit report writing approach.

Furthermore, our key staff have testified before U.S. Congress, California State Legislative committees, City Councils throughout the state, and various boards and commissions on the results of our audits. Many of these presentations included the use of power point software.

1.l. Provide bi-weekly status reports to the Contract Administrator

Most of our clients require periodic status reports during the audit's lifecycle. We will utilize a format preferred by the Contract Administrator or suggest one that is used by such agencies as the Arizona Auditor General, Los Angeles City Controller, Long Beach City Auditor or Oakland City Auditor. We also often are asked to provide a verbal briefing periodically as well. We see both of these communication devices as a means to foster a "no surprises" audit that we practice.

B. Audit Completion Requirements

Sjoberg Evashenk Consulting agrees to complete the fieldwork within four months of our receipt of a fully executed contract and notice to proceed. Moreover, for the two months after completing fieldwork, we shall provide up to two written audit reports and up to six oral presentations.

Nonetheless, it is our experience that deadlines such as these are often not controlled by the auditor or the client in an audit of this type. Scheduling meetings with key management and staff, and obtaining and reviewing relevant documents is controlled by the subject of the audit (the CDCC in this case). If during the fieldwork delays or

unreasonable barriers to completing the audit occurs, we will immediately notify the Contract Administrator for assistance in resolving these issues.

C. Qualifications and Experience

Sjoberg Evashenk Consulting is a full-service national management consulting firm headquartered in Sacramento, California. Our practice is built upon decades of conducting performance audits of governmental entities, programs, and projects. We offer unparalleled experience in examining, assessing, evaluating, and improving government operations both from the evaluator's point of view and the department executive's perspective. In the nearly nine years since the formation of our firm, we have continued our public service by completing a multitude of high quality engagements for more than 100 public and private clients. The City of San Diego will experience the direct benefit of the expertise and experience of our partners and senior staff as we will personally conduct the work, directly manage the staff and project, and collaborate closely with organizational executives and staff.

Through the years, the partners of Sjoberg Evashenk Consulting have conducted more than 1,400 performance audits, program evaluations, and other financial-related and special studies earning us the reputation of consistently providing credible, unbiased, accurate, and fully developed projects on time, on budget, and exceeding our client's expectations. Of particular note to this project are the engagements we have completed related to redevelopment, housing, community development and economic improvement. Additionally, our partners and team members conducted numerous audits covering efficiency and effectiveness evaluations, contract, procurement and bidding practices, salary and compensation reviews, expenditure testing, internal control assessments and inventory verifications.

We also bring deep expertise in performance audits of major government agencies and programs, offering a long record of producing recommendations with high rates of implementation by clients. These practical, relevant, and efficient recommendations have not only improved government practices and processes, they have generated significant savings in operational costs as well.

Moreover, our staff excels at working collaboratively with high-level officials and organizational managers and our partners and executive staff offer experience and expertise in testifying before state and local councils, legislatures, commissioners, and other boards, bureaus, and departments. Our management level staff bring literally decades of experience working with state-level agencies and departments in several states, including California, Idaho, Colorado, Arizona and Nevada, and understand the environment and needs of providing relevant, practical, concise data to legislative leaders and decision-makers.

Specific Experience Components:

As mentioned above, the partners and managers of Sjoberg Evashenk Consulting offer a long history of performance auditing for public agencies, including numerous projects

similar in scope, complexity and subject matter to the audit envisioned in this Request for Proposal. Some of these audits were conducted by Sjoberg Evashenk Consulting and some were conducted when the key staff managed the California State Auditor's Office. For example, we conducted the following performance audits:

- Statewide evaluation of 39 Community Redevelopment Agencies
- Review of low income housing at 21 Community Redevelopment Agencies
- City of Adelanto's compliance with the Community Redevelopment Law
- Commercial development at the Port of Los Angeles
- Marks-Roos Bond Act borrowing to finance development projects
- Effectiveness of the Enterprise Zone Act in 25 zones in California
- LA Community Development Department, Housing Agency and City Redevelopment Agency efforts to improve blight in gang infested neighborhoods

Moreover, frequently in complex audits like redevelopment and community improvement, we extensively apply public sector *best and leading practices* we obtain from throughout California. When doing so, we assure the applicability and scalability of the comparative benchmark so that they can be reasonably applied to the agency being audited. We also gather benchmark performance indicators to be used in agency goal setting.

Experience of Key Personnel for this Performance Audit

The complexity of a large city redevelopment and community improvement department demands expertise of seasoned consultants with proven experience to lead this performance audit. Sjoberg Evashenk proposes a top-level team with the requisite expertise and competencies required for the success of the project. We pledge that the team members presented will conduct the work of this engagement and would not be substituted without written approval of the Contract Administrator.

- ♦ **Kurt Sjoberg, MBA, CFSA, CGFM, CFE** - Project Partner
- ♦ **Marianne Evashenk, BS, CPA, CGFM** – Concurring Partner
- ♦ **Catherine Brady, MBA, CPA, Director** – Project Manager & Account Representative
- ♦ **George Skiles, MA, CIA, Manager** – Lead Consultant
- ♦ **Lien Luu, BS** – Senior Consultant

Contact Information of Key Personnel:

All key personnel listed above can be reached at the following telephone number from 8:00am to 5:00pm, Monday through Friday:

(619) 550-7380

General telephone contact numbers and office address are:

000443

Sjoberg Evashenk Consulting, Inc.
455 Capitol Mall, Suite 700
Sacramento, CA 95814

(916) 443-1300 voice
(916) 443-1350 facsimile

E-mail addresses for key personnel:

Kurt Sjoberg – Kurt@Secteam.com

Marianne Evashenk – Marianne@Secteam.com

Catherine Brady – Cathy@Secteam.com

George Skiles – George@Secteam.com

Lien Luu – Lien@Secteam.com

Roles of Key Personnel:

Kurt Sjoberg is the project partner and leads the highly qualified team. As his resume (follows) indicates, Mr. Sjoberg offers exemplary experience in performance audits and has expertise in areas of community redevelopment and improvement spanning nearly 40 years. Marianne Evashenk will be the concurring partner, assisting Mr. Sjoberg and providing, independent evaluation and oversight, and quality control processes. She brings 25 years performance auditing experience to the engagement.

Catherine Brady who brings nearly 20 years of performance audit experience will act as the dedicated account representative, assisted by George Skiles, providing leadership and supervision to staff and working with Mr. Sjoberg in all aspects of this audit including interviewing, research, data gathering, technical analysis, and writing. Senior Consultant Lien Luu will also be a member of the team along with a number of experienced senior and staff consultants who we will identify as the project progresses. We will not be proposing any subcontractors on this project.

Professional Staff Resumes

Following are the resumes for the key team members.

Project Partner—Kurt R. Sjoberg, Chairman. After serving 11 years as the California State Auditor and ten years as Chief Deputy Auditor General, Mr. Sjoberg co-founded Sjoberg Evashenk Consulting with Ms. Evashenk. Mr. Sjoberg brings more than 40 years of conducting performance audits and fiscal reviews of public sector programs, agencies and activities. His extraordinary experience includes interpreting, analyzing and reviewing laws, rules, regulations, ordinances, policies and directives of all government levels. He has reviewed and evaluated redevelopment agencies, community and economic development departments, housing agencies and public-private development projects. His performance audits of note for this engagement include:

- Evaluation of dozens of statewide Community Redevelopment Agencies

- Low income housing assistance programs
- Enterprise Zone and Employment and Economic Incentive analyses
- Mark-Roos Bond Act funding of local development projects
- Commercial leasing and development at the Los Angeles World Airports
- Design-Build projects for the Franchise Tax Board

Furthermore, his government contracting and procurement projects required in-depth familiarity with federal, state and local procurement laws and regulations. With Sjoberg Evashenk, he led more than a dozen City of Los Angeles projects (e.g. Recreation and Parks, Public Works, LAWA, POLA), as well as audits covering Idaho Medicaid, Arizona freeway development and hospital construction financing. His extensive knowledge and experience earned Mr. Sjoberg a national reputation as an expert on government capital projects, procurement, contracting, financial and programmatic accountability, operations, management and administration.

Mr. Sjoberg is highly regarded and nationally recognized for contributions to government accountability and has served a four-year term on GAO's Advisory Council on Government Auditing Standards. Considered an expert on Government Audit Standards, he has trained hundreds of auditors on the use of these standards, and has audited in compliance with the "Yellow Book" since the first version was issued in 1972. Mr. Sjoberg earned a BS in accounting and an MBA degree. Further, he is a Certified Financial Services Auditor, Certified Government Financial Manager and a Certified Fraud Examiner.

Concurring Partner—Marianne Evashenk, President. Offering nearly three decades of experience in performance auditing, Ms. Evashenk is a firm co-founder and continues to seek government accountability and excellence. Ms. Evashenk has led or conducted dozens of performance audits including Rubberized Asphalt Concrete, Community Redevelopment Agencies, Port of Los Angeles, Arizona Department of Transportation, Los Angeles Department of Public Works, Los Angeles World Airports, Los Angeles Proposition K funding, and construction of Los Angeles animal shelters. Ms. Evashenk specializes in performance audits, program evaluation, financial analysis and impact studies, internal controls, organizational structure and business process improvement, and performance measurement. All of these audits were conducted in compliance with Government Audit Standards.

Formerly the Chief Deputy California State Auditor, she led the operations of the Bureau of State Audits. During her 18-year career at the Bureau of State Audits (and its predecessor entity) she participated and managed literally hundreds of performance, financial, compliance, forensic, and investigative audits. In addition, Ms. Evashenk has a strong national presence in government auditing and accounting, participated in performance audit standard setting and performance measurement for government accountability, and served on numerous AICPA committees. Ms. Evashenk helped the National State Auditors Association create its peer review program to meet Government Audit Standards. She earned a Bachelor of Science degree in accountancy at California State University, Sacramento, is a Certified Public Accountant and Certified Government Financial Manager.

Account Representative/Project Manager—Catherine Brady, Director. Ms. Brady brings more than 19 years of experience overseeing, managing and performing consulting engagements, feasibility studies, financial audits and analysis, and performance reviews and audits at the state and local government levels. Ms. Brady joined Sjoberg Evashenk Consulting upon its creation in January 2000. Throughout her career, Ms. Brady has led several performance audits of the size and complexity envisioned by the City of San Diego in this RFP. For example, Ms. Brady was a key member of a comprehensive statewide audit of 39 Community Redevelopment Agencies where comparisons and evaluations of different project types was included. Moreover, she has conducted performance audits of Idaho's Medicaid program, Arizona's construction of a regional freeway system, audits of nearly 50 state trial courts throughout California and reviews of many City of Los Angeles departments, including the harbor, public works, animal services and personnel agencies. Furthermore, she was the Project Manager on a comprehensive audit of the City of Oakland's payroll (salary and non-salary) activities.

Prior to January 2000, she was a manager with the California State Auditor's Office for 11 years working in various roles such as planning and directing the work of multidisciplinary professional staff engaged in a variety of complex fiscal and performance audits and reviews, developing policies and practices for review, and providing management advice to the Legislature and top state and local officials. During the State of California's annual financial audit, she led teams reviewing revenues, expenditures, internal controls and conducting inventories. All audits Ms. Brady has conducted met Government Audit Standards criteria.

Ms. Brady is a Certified Public Accountant, and earned her B.S. Degree in Business Administration with a concentration in Accountancy and her Masters of Business Administration from California State University, Sacramento.

Lead Consultant—George Skiles, Manager. Mr. Skiles is a Manager with Sjoberg Evashenk Consulting. He is a Certified Internal Auditor with seven years of lead/managerial experience conducting organization, management and performance audits. He joined Sjoberg Evashenk Consulting as a Manager in September 2006. His recent engagements include managing a comprehensive study of the delivery of gang prevention services for the City of Los Angeles, reviewing the State of Colorado's workers' compensation practices and conducting a number of financial and operational reviews of California's Superior Courts for the Judicial Council of California. These reviews of local trial courts, which report to the Judicial Council of California, involve evaluating the processes used to manage and oversee the courts' fiscal activity; case management system oversight and security; court processes and compliance with laws, rules and regulations; collection and distribution of fees, fines and forfeitures; procurement of goods and services; and, various other operational activities. Mr. Skiles is currently auditing public education television stations providing service to the City of Los Angeles' residents.

Mr. Skiles previously worked as a lead auditor and audit manager for the Los Angeles City Controller, where he was responsible for conducting compliance and performance

audits of a variety of City departments, operations and programs. His engagements involved code enforcement, tax collection, federal program compliance, social service delivery, cable franchise evaluation, port authority operations, airport contracting, city redevelopment and many others. He was involved with more than half a dozen performance audits and reviews of social service and community development programs and several contract-related performance and compliance audits regarding the use of professional services, construction and purchasing contracts in public works, public utilities, information technology, and general services agencies. A project related to building and safety inspections and code enforcement received the 2006 Knighton Broze Award for Large Audit Shops from the Association of Local Government Auditors.

All audits Mr. Skiles conducted both with the Los Angeles City Controller's Audit Division and Sjoberg Evashenk Consulting have fully met the requirements of the Government Audit Standards.

Mr. Skiles also served as a part-time instructor at College of the Canyons and Moorpark College. In addition, Mr. Skiles worked as a tax compliance officer for the City of Los Angeles, enforcing various tax and fee ordinances.

He is a graduate of the California State University at Northridge with a BA degree in Sociology and a Master of Arts degree. He is also a member of the Institute of Internal Auditors (IIA).

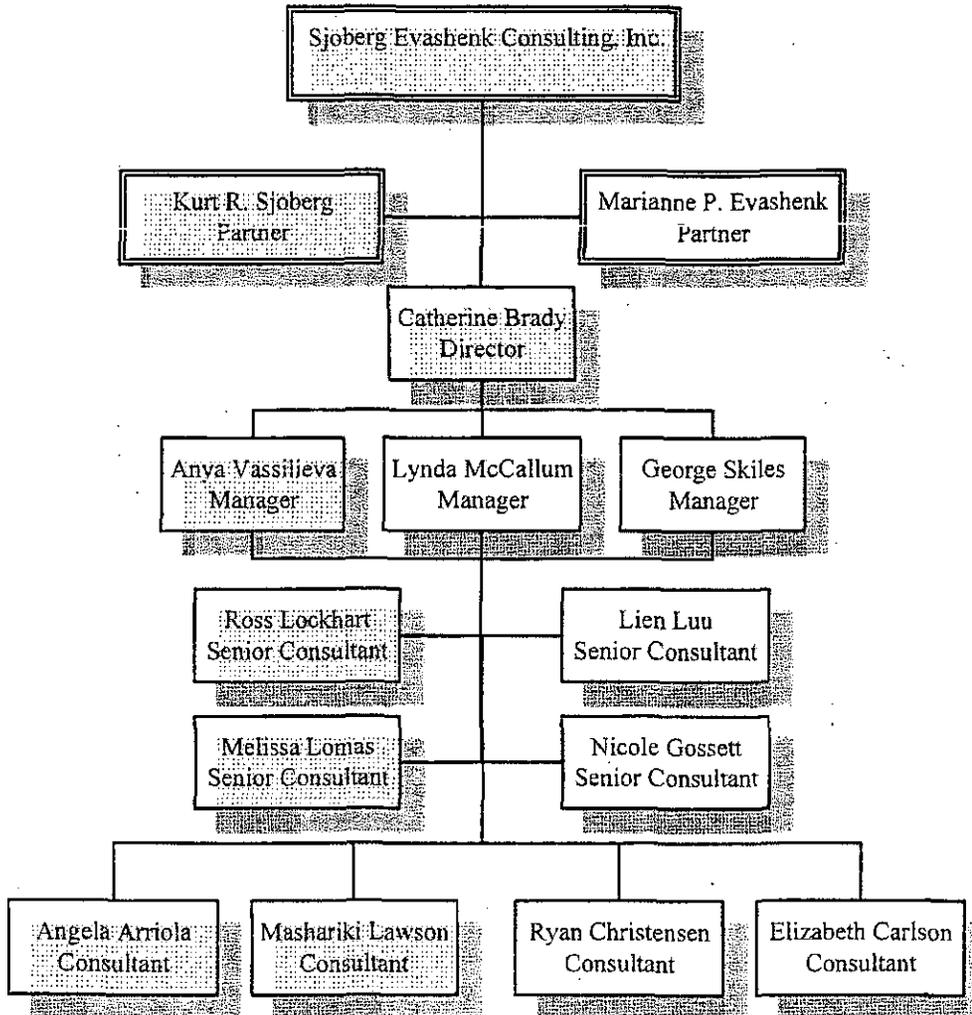
Senior Consultant—Lien Luu. Ms. Luu brings several years of experience in government procurement, contracting and has participated in performance audits, program evaluations, compliance audits, and financial-related reviews in a myriad of areas including construction of animal shelters, operations of Trial Courts, and information technology contracting practices at the Los Angeles World Airports. She joined Sjoberg Evashenk Consulting in February 2005. With goals of identifying efficiencies, determining effectiveness, and delivering more with less, Ms. Luu has successfully completed performance audits of nearly a dozen trial courts in California which included the review of the courts' financial recording and reporting, internal controls over cashiering, accounts payable, and procurement activities. She also developed comprehensive policies and procedures for a statewide human resources and financial system and reviewed the business process controls surrounding the human resources module.

Most recently Ms. Luu is conducting an assessment of the capital projects undertaken for building and renovating animal shelters using City of Los Angeles bond funds— Proposition F. She also was a key consultant in the evaluation of pass-through saving requirements for tax-exempt California state healthcare bond financing. In addition, Ms. Luu participated in an audit of the Los Angeles World Airport's contracting practices as well as a separate review of the Airport's Information Technology contracting and contract management practices. The performance audits that Ms. Luu has conducted have been performed under Government Audit Standards provisions.

Prior to joining Sjoberg Evashenk, Ms. Luu worked on multi-million dollar projects for one the nation's largest engineering consulting firms where she was responsible for contract compliance with the local, state and federal regulations. Ms. Luu also has experience conducting logistical research for a European pharmaceutical company where she was part of a business development team to organize joint ventures with companies in Asia and the Middle East.

Ms. Luu is fluent in French, German, and Vietnamese. She earned a B.S. in Business Administration with an International Business concentration and finance emphasis from California State University, Sacramento.

Organization Chart



Examples of Our Work

Sjoberg Evashenk Consulting has conducted approximately 150 audits, reviews and evaluations. Moreover, the partners and managers performed more than 1000 audits while they managed the California State Auditor's Office. Following are a few examples of audits that are similar in complexity and scope to the audit the City of San Diego is requesting in this RFP.

- **Statewide Redevelopment Agencies:** Although fiscally sound, the efficiency and effectiveness of the 39 redevelopment agencies reviewed is difficult to measure due to broad definitions of "blight" and poor record keeping.
- **Port of Los Angeles:** The department is attempting to upgrade the commercial property at the port after several failed attempts to improve the area plagued by neglect and disrepair.
- **Enterprise Zone Act Programs:** Poor management by Trade and Commerce and unreliable data from Zones make measurement of economic development difficult.
- **L.A. Community Development, Housing and Redevelopment:** Several initiatives to improve blight, housing and economic conditions in gang-infested areas of the City need to be better coordinated between the agencies to assure success.
- **Adelanto Redevelopment Agency:** The agency has not used 20 percent of its funds to improve low- and moderate-housing as mandated by the Community Redevelopment Act. Further, public meetings did not meet Health and Safety Code and Brown Act requirements.
- **Los Angeles World Airports:** Terminal leases and development at the Van Nuys Airport have exceeded FAA requirements and allow for unregulated uses, some of which may pose safety issues.
- **Marks-Roos Bond Act Borrowing:** Several cities did not control development projects, overpaid for land and chose risky ventures placing bondholders in jeopardy of losses.
- **Community Redevelopment Agencies:** 21 redevelopment agencies had excess balances in their low- and moderate-income housing accounts rather than constructing such housing as required by the Community Redevelopment Act.

D. References (Past performance)

Included Section III, Additional Submittals/Forms (appendices) is a list of three references for whom we have conducted performance audits under Government Audit Standards during the past three years. They are:

1. Farid Saffar, CPA – Director of Audits, Los Angeles City Controller

2. Courtney Ruby, CPA – City Auditor, City of Oakland
3. John Judnick, CPA – Audit Manager, Judicial Council of California, Administrative Office of the Courts

Copies of GAGAS performance audit reports issued by these references are also included (please note that these are public reports authorized for release by our clients).

E. Proposer's Implementation Plan

Sjoberg Evashenk Consulting's approach to performance auditing ensures that we obtain important and relevant background information, maintain our focus on the "big picture," and refine our efforts once we gain an understanding of the Centre City Development Corporation's (CCDC) unique environment. Additionally, as with all of our engagements, we employ rigid quality control procedures and maintain open communications with the City of San Diego (City) and other key parties. In the remainder of this section we present the general tasks that will be completed.

General Approach

- I. **Project Initiation.** Upon award of the contract, we will request that CCDC officials provide us with basic background documents and other relevant information to more fully integrate our team into the environment including:
 - Overall and specific laws, rules and regulations, including State Health and Safety Codes;
 - Mission, vision, values, and goals for the CCDC's mandatory and remedial activities of park properties, buildings, and facilities;
 - Any strategic plans, implementation plans, organizational reviews, performance reports or audits, internal organizational structuring plans, or other reports prepared internally or externally over the past 5 years;
 - General background material on any past operational or program initiatives;
 - Budget, staffing, and other financial data relating to the fiscal years 2006, 2007, 2008 and 2009;
 - CCDC organizational charts and detailed charts showing reporting responsibilities;
 - Schedules related to all projects undertaken by the CCDC for the three calendar years under review;
 - Key operating and performance measures, data, and plans and any data or reports relative to inputs, outputs, and outcomes;
 - Other pertinent documents.

- II. Introduction Meeting.** Promptly after the award of the contract, we will conduct a meeting with all the relevant parties to gain insight and final understanding of the objectives and deliverables expected for this project. This group will include officials and staff from the City and CCDC. The goal of this meeting is for us to obtain a full understanding of the areas to be covered in this engagement considered the greatest benefit to the City and CCDC and clarify the scope of the assignment.
- III. Visioning Audit Questions.** The project team will discuss the results of the initiation meeting and the requirements of the proposal and define the key questions and sub-questions upon which we will build the specifics of the detailed fieldwork. These key focus areas will be refined throughout the course of the engagement based on input from the City's project manager in periodic meetings.
- IV. Reconnaissance.** This step is essential to the efficiency and effectiveness of this evaluation. During the reconnaissance we will quickly ascertain the relative difficulty and priority of the many aspects of this assignment. We will meet the key managers and decision-makers involved in various aspects of redevelopment activities at the CCDC. We will identify key planning and supervisory areas and activities and, if appropriate, conduct visits to field offices or work sites.

Having identified at the initiation meeting the key activities and the officials involved in this audit, during the reconnaissance we will conduct a series of in-depth interviews at various staff levels and areas of responsibility to obtain insight and information from different perspectives. We will also gather a variety of additional documentation not previously obtained that will provide needed background and data for analysis. This step allows us to rapidly identify the primary issues and formulate specific evaluation tests and tasks necessary to complete the engagement.

- V. Approach and Issue Refining.** Upon completion of the reconnaissance stage of our review, the audit team will assimilate the documentary and interview data and match to the audit objectives and key audit questions to be answered. We will then develop/refine specific tasks and steps to address each issue and realign the responsibilities of the team members.
- VI. Dynamic Fieldwork.** During this phase we will consume the majority of the hours proposed for this project and as outlined by the RFP, will conclude within four months from the date of a fully executed contract. Although our proposed budget includes estimated hours for each task, the concept of dynamic fieldwork employs flexibility with these budgets. This flexibility allows us to reallocate efforts between the tasks to enable us to apply the level of effort each demands; investing additional resources in those areas deemed

most important or complex and fewer in those with less impact or priority. Later in this proposal, we detail the specifics of our fieldwork activities.

VII. Assessment and Update. We will maintain an ongoing open communication process with the City and CCDC officials to assure that we have acquired all pertinent information, *fully understand the nuances and implications* of data and subsequent analysis, and to inform them of our progress. As specified in the RFP, we will provide the City with biweekly status meetings and updates and progress reports. During the course of our work, the audit team will conduct both formal and informal team meetings to share information, corroborate data, troubleshoot obstacles, and validate conclusions.

VIII. Vision and Prepare the Draft. When the fieldwork is approximately 85 percent complete, the audit team will meet to “vision” the report. The report vision is the key to providing a report that is not simply a “dump” of all the information acquired and developed during the course of the review. The vision process assimilates all the disparate issues and conclusions to provide a comprehensive, easy to understand, relevant report. The vision drives the report writing process to ensure that issues are fully developed and supported and reported in proper perspective in a concise, readable manner. The vision process consumes relatively little time but derives invaluable contributions to the final project, assuring recommendations that improve and streamline enforcement activities.

Once the team agrees on the vision, they will draft a rough executive summary and will prepare an outline for the body of the report. This draft executive summary will be shared with the project manager for input and suggestions approximately five months after the start of the project. Keeping the vision in mind, the team will then draft the report in full.

IX. Quality and Critical Review. Accuracy, independence, and objectivity are essential to performance evaluations and feasibility studies and will fulfill the requirements of the Government Auditing Standards (Yellow Book) relative to quality and critical review. Once the draft report is written, each section will be indexed back to the supporting information and will be independently reviewed by key management for accuracy, supportability, and concurrence. This process ensures the *integrity of all our work and the fulfillment* of audit standards.

X. Exit Conference. A second essential check in the quality assurance process is the formal face-to-face conference with the auditees. We will follow the City's lead as to the timing and format of the exit conference with the CCDC. This conference is a final discussion of all of the issues, conclusions, and recommendations included in our draft written report and is intended to be a last check in as much as we have already discussed and shared all of the findings and issues with the relevant parties during the course of our work. At

this time we will consider any additional information or concerns presented and make any amendments to our written report warranted by the evidence.

- XI. City Review and Comment on Report.** As mentioned above, we will brief the project manager periodically on our progress and provide a draft report of our analysis and research with accompanying recommendations for the City's review and comment.
- XII. Final Report Delivery.** Under the RFP provisions, the final report is due to the City within six months from the date of a fully executed contract. This final report, and corresponding power point presentation, will ready for appropriate distribution. We can provide the report in a camera-ready copy, PDF version, or in a different format as requested. We will also be prepared to testify on our report before the San Diego City Council and its committees as requested by the City.

Detailed Work Plan and Tasks

To achieve the audit objectives described in the RFP, we plan to perform the following activities and will answer the underlying questions.

Objective 1. Evaluate the adequacy, appropriateness, and achievement of CCDC's goals and performance measures used, and the efficiency and effectiveness of the methods, procedures, and activities used to accomplish goals, including communication practices; use of resources, and project management procedures.

- Obtain and review CCDC organization charts and identify key employees, structure of organization, and general reporting structure. Assess the structure and culture related to internal controls.
- Evaluate the CCDC's mission goals and objectives, strategic plans, five-year implementation plans, organizational reports, and other documents and identify core responsibilities, activities and roles. Understand how CCDC's goals and objectives support those of the Redevelopment Agency.
- Review CCDC's adopted redevelopment plans, San Diego's General Plan, the Centre City Community Plan, and the planned district ordinances adopted for the Centre City, Marina and Gaslamp Quarter.
- Understand the relationships between the CCDC and its various stakeholders, such as city council, board members, developers, community groups, citizens, other economic development organizations, etc.
- Link and align the actual organizational activities, processes, and relationships with the CCDC's strategic mission, goals and objectives as well as determine similar linkages between the CCDC, the Redevelopment Agency, and the Department of City Planning and Community Investment.

- Identify what tangible steps CCDC takes to ensure that its mission, goals, and objectives are achieved.
- Identify the methods the CCDC uses to communicate with its stakeholders to inform all partners of its redevelopment efforts and plans.
- Using the information developed in the previous steps, identify areas of process, communication, data, reporting, and resource disconnects or fragmentation.
- Gather information, research, and reports on industry best practices, standards, including reports such as “Recommended Practices for California Redevelopment Agencies”, published by the California Debt Advisory Committee in April 1995.
- Determine the redevelopment performance measures currently used to measure the success of the CCDC in achieving its goals and mission and ascertain how well the benchmarks, standards, and performance measures link to CCDC goals.
 - For example, determine what performance measures are used to ensure the Disposition and Development Agreements (DDA) with developers result in achieving CCDC’s goals and objectives including eliminating or mitigating blighted conditions, creating jobs, enhancing tax increment revenues, increasing retail activity, etc.
- Utilizing established internal and external benchmark standards as well as best and leading practices appropriate for redevelopment activities in California, ascertain the CCDC’s performance to those standards for each of the three calendar years under review.
- Determine whether the CCDC is reaching its goals and objectives and assess its progress over the three year period. Identify any circumstances, issues, or events that impact the results reflected in the measures.
- Review the data collection processes and accounting practices employed to regularly evaluate whether on-going and completed projects achieve their stated objectives and estimates.
- Ascertain if the standards and measures are sufficiently detailed and insightful, provide meaningful data, and reflect CCDC goals and objectives.
- Understand and critique the CCDC’s utilization of employees and consultants.
- Assess the CCDC’s approach to project management to determine whether controls and oversight is in place and assuring all resources are productive and efficiently utilized.
- Conduct interviews, gather documents, review reports, and analyze data to determine the CCDC and individual managers’ processes to evaluate the performance of activities, including activities related to DDAs.

Objective 2. Review and evaluate the development process, including the selection of the developer and design review processes.

- Determine the policies and procedures established to comprehensively plan, design, and develop the various parks, facilities, lands, and buildings within CCDC's area of responsibility, including processes to negotiate and monitor development projects, acquire land, implement relocation programs, and provide public improvements.
- Review the CCDC's effectiveness and efficiency in project selection and prioritization, use of consulting resources, and time required for project design and implementation.
- Determine what steps the CCDC takes to ensure that the City's stakeholders (citizens, business owners, etc) are incorporated into the strategic "vision" development process early and often. Identify how the CCDC communicates its priorities, initiatives, etc with the community and how it incorporates stakeholder feedback within its plans and strategies.
- Review CCDC's processes to reviews development proposals and how CCDC assures proposals conform to redevelopment law and redevelopment project plans.
- Understand how CCDC develops financial programs to assist in the rehabilitation of properties and whether the programs are managed in the best interest of the City of San Diego.
- Obtain schedules for the various planning, designing, and developing activities and conduct appropriate tests to determine whether these services are conducted on time, in compliance with the schedules, and as expected.
- Determine if the CCDC's overall development process is linked with the organizations goals as well as the City of San Diego's general plan.
- Understand how the CCDC selects contractors and whether it uses competitive processes and determine if CCDC has processes in place to ensure that contractors comply with all DDA contract requirements.
- Identify the roles in the negotiation processes and executing final agreements and contracts. Determine the approval process and test to ensure processes are followed.
- Assess the recordkeeping and data collection system in place to assure transparency and public accountability.
- Determine if CDCC's processes are comparable to other California Redevelopment Agencies and similar community development best practices.

Objective 3. Determine if CCDC has sound budgeting practices and procedures, including whether adequate information is provided to the Major, City Council, and Redevelopment Agency Board.

- Discuss with the CCDC their processes for developing their annual budget and understand how the organizations goals, objectives, current projects, and future initiatives drive budgetary decisions.
- Determine the level of community involvement and input in the budget development process and how final funding decisions are made, including any performance-based components.
- Identify the system used for recording budgetary information and obtain documents illustrating the budget developed for the most recent fiscal year
- Review whether budgeted amounts/appropriations recorded in the accounting records are used for comparison to actual amounts. Make inquiry and document the frequency and timeliness with which actual expenditures are compared to budget.
- Determine the efforts and the reports or documents used by the CCDC to monitor budget to actual revenues and expenditures, and cash flow position on an on-going basis.
- Assess the role and reporting relationships between the CCDC and board members, Mayor, and City Council and determine the type/sufficiency/timeliness of information provided.
- Compare and contrast CDCC's board budget reporting with similar-sized Redevelopment Agencies throughout California.

Objective 4. Evaluate if CCDC is following sound procurement practices and procedures that are compliant with relevant rules and regulations (particularly California Community Redevelopment Law) and demonstrate good business practices, including determining if any conflict of interest situations exist.

- Determine if the CCDC's processes over procurement, contracts, and expenses are appropriately safeguarding assets, affording accurate and timely recording and reporting, and protecting the best interests of the CCDC and the City of San Diego and comply with California Community Redevelopment Law (various Health and Safety Codes).
- Determine the CCDC's reliance on the Redevelopment Agency for procurement activities and understand each entity's role in the process.
- Determine whether the CCDC has formal procedures and controls over procurement, contracts, and expenditures, including a listing of the scope and levels of authority for all appropriate positions.

- Review the segregation of duties to assess the adequacy of the CCDC's separation of conflicting procurement and accounting activities, and ascertain the adequacy of mitigating controls over potential system weaknesses.
- Identify any potentially conflicting duties among various staff.
- Determine the processes in place to procure various items or services, including real estate (land) as well as developer services, on behalf of the CCDC including purchasing, accounting, recording, receiving and inventory (if appropriate).
- Review the contracting and procurement practices to assess whether contracts were appropriately bid and awarded, including predetermining selection criteria, to ensure fair competition, competent contractors/developers, and low cost.
- Determine whether the CCDC employs appropriate controls by selecting a sample of contracts and determine the adequacy of the management and oversight of contracts to ensure that the CCDC received the level of services procured, that the contractor delivered as intended, and the costs were within budget. Consider the following attributes:
 - Cost elements are clearly stated including the way costs are calculated, monitoring of allowable costs, special cost schedules to be included with invoices, terms of payment, and partial payments.
 - The scope of work is clearly defined as is appropriate for the contract, lists inclusions/exclusions, and identifies project milestones and/or deliverable dates.
 - Confirm that only authorized employees executed the contract within the scope and authorization levels (dollar amounts) of their official duties.
 - For each contract tested, review competitive bidding processes (RFPs, RFQs) undertaken to select vendor. Also, if any are sole source contracts, ensure proper justification exists.
 - For a sample of payments related to the contracts, ensure invoice and support was in adherence with terms of contract and accurate and complete in addition to determining whether staff adequately monitored/approved work performed.
- Consider whether the CCDC has any long-term contracts or agreements with vendors that should be reevaluated or put out for competitive bid.
- Determine if employees are required to attend training on procurement ethics and whether records were maintained to show compliance with this requirement.
- Understand CCDC's processes to guard against potential conflicts of interest between employees and the roles that they serve in CCDC's official business.
- Determine if the CCDC complies with California Government Code section 87300 requiring that every agency "adopt and promulgate a Conflict of Interest Code" to ensure that employees that are likely to benefit financially do not participate in key decisions.

- Determine the process the CCDC employs to determine which employee functions (such as those related to accounting and procurement activities) need to complete a Statement of Economic Interests form to identify potential conflicts of interest, protocols for completion, frequency of completion, where maintained, and monitoring efforts in place to ensure all forms are submitted timely and completed as well as potential conflicts are considered.
- Determine the steps the CCDC takes to enforce its policies related to conflicts of interest.

Objective 5. Determine whether CCDC salary and non-salary compensation programs, including benefit programs, were used over the last three fiscal years to compensate employees.

- Understand the process and procedures followed to perform the expenditure processing for salary/non-salary compensation payments.
- Understand the overall operations, practices, and processes related to salary and non-salary compensation and benefit programs at the CCDC, including accounting, approval, and review processes in place during fiscal years 2006 through 2008.
- Review employment contracts for all employees and ensure compensation programs were utilized in compliance with these employment contracts.
- Determine whether appropriate approvals and authorizations are in place for non-salary compensation.
- Review the Board's approval process regarding non-salary compensation and assess whether the approval processes were followed and if they are sufficient.

Objective 6. Review CCDC's expenditures, submitted to the Redevelopment Agency during fiscal year 2007-08 for reasonableness, allowability, and compliance with pertinent policies and procedure and conflict of interest provisions between the two entities.

- Building on Objective 5, further understand the process and procedures followed to perform the expenditure processing/accounts payable function—including processing of vendor invoices and salary/non-salary compensation payments.
- Obtain detailed disbursement/expenditure reports for applicable funds/accounts for the last fiscal year and review transactions for unusual or inappropriate activity, including transactions related to amounts paid to vendors, checks issued to employees, and reimbursements. For those transactions that appear irregular or unusual, apply forensic techniques on documents to understand the nature and appropriateness of each transaction.
- Select an expenditure sample for testing by choosing several irregular transactions based on dollar amount, transaction volume, expenditure description and

adjustments) and obtain the underlying support for each transaction. For each item, determine the review, approval, and payment mechanisms and processes. Specifically, for each type of procurement/disbursement transaction, identify and document the process, frequency, and persons/entity involved in the following:

- Requesting and authorizing the disbursement.
 - Reviewing and approving the disbursement, including supporting documentation (invoices, purchase requisitions, etc.) and criteria used as allowability of costs.
 - Preparing the disbursement and any review of the prepared claim and/or check.
 - Recording the disbursement.
- Through testing efforts, determine whether CCDC processes over expenditures ensure that purchases are appropriate and comply with CRC and Redevelopment Agency requirements as well as good business practices, and that proper processes are in place to track, record, and report accounts payable; payment authorizations are appropriate as defined by authorization levels, and expenditures appear appropriate depending on the nature of activity/transaction.

Objective 7. Verify the accuracy of CCDC's reported equipment and capital assets.

- Evaluate whether CCDC's established policies, procedures, protocols, and controls are sufficient to efficiently deploy, track, and maintain equipment and capital assets.
- Identify the asset value levels CCDC uses to either expense or capitalize the asset and assess whether they are appropriate.
- Request a listing of CCDC equipment and capital assets as of June 30, 2008 and, on a test basis, compare the listing against holdings.
- Understand CCDC's processes in place to maintain appropriate inventory records.
- Assess the adequacy of procedures in place to protect CCDC's assets and minimize the loss, misplacement, or misappropriation of assets.
- Determine valuation techniques used by CCDC, if any, to assess value and classification of real estate assets.
- Review policies and procedures used to dispose of assets, including real estate properties.
- Determine how the CCDC tracks the location of its equipment and capital assets and whether these processes are in place and working.
- Test a sample of equipment and capital assets to verify description and location, particularly high-value and highly pilferable, as well as, items in unsecure locations.

Objective 8. Determine if the level of information provided by CCDC management to its board members is adequate and in compliance with board rules and regulations.

- Meet with current and/or former board members to understand and assess the role and reporting relationships between the CCDC and board members.
- Gather reports and documentation provided to board members during the three year period and understand the process to prepare/develop the information and what underlying source of data is used.
- Determine the sufficiency, accuracy, and timeliness of the information provided and whether the level of information complied with board rules as well as State rules and regulations governing the activities and responsibilities of redevelopment agencies.
- Also, determine what, if any, information is required to be provided to the City Council and how the CCDC complied with those requirements.
- Compare and contrast CDCC's board reporting packages with similar-sized Redevelopment Agencies throughout California.

Objective 9. Determine if CCDC has adequate internal controls over financial reporting, including sufficient segregation of duties, exception reporting, and transaction review/approval.

- Determine if there appropriate controls and procedures in place to ensure that financial transactions are prudent and appropriate, recorded and reported accurately and effectively, and that the CCDC conducts these activities efficiently and effectively.
- Understand the overall practices, procedures, and systems related to fiscal management and ascertain staff general knowledge of accounting and fiscal management protocols. Utilize an internal control questionnaire as necessary.
- Identify all fiscal and procurement staff and determine roles and responsibilities including the nuance in the roles and responsibilities between the CCDC and City's Redevelopment Agency.
- Determine how the CCDC uses the fiscal system to track and/or manage the CCDC's cash flow, performance against budget, and expenditures. Specifically, identify which reports are reviewed with what frequency, and by whom—as well as who else may have viewing and/or editing access to the system and reports.
- Assess the CCDC's processes related to fiscal records and reporting and determine whether there are practices and controls in place for accurate and timely recording and reporting of transactions.
- Obtain fiscal system security roles and identify whether appropriate segregation of duties are in place at the CCDC as well as ascertain the system ability to log all transactions.

Objective 10. Evaluate CCDC and Redevelopment conflict of interest provisions

- Obtain and review any and all documentation related to conflict of interest provisions of CCDC and/or the Redevelopment Agency.
- Identify any instances where the potential for financial or personal conflicts of interest exist through reviewing documentation and other CCDC records.
- Report such instances to the Contract Administrator for further instructions and guidance as to what, if any, further work we should pursue regarding any appearance of a conflict of interest.
- If CCDC does not have any conflict of interest provisions, we will determine if such provisions are common at other redevelopment agencies and make recommendations as appropriate.

Objective 11. Prepare reports (up to two) and power point presentations (up to six)

- Outline and draft various reports and prepare power point briefing documents that contain pertinent CDCC background information, audit findings and conclusions, and recommendations.
- Assure that efficiency and effectiveness issues are addressed, as well as discussions on the CDCC's achievement of key goals and objectives.
- Obtain views of responsible officials and assure that any issues raised are addressed in the report(s).

Objective 12. Provide bi-weekly status reports to the Contract Administrator

- Meet with the Contract Administrator and agree to a bi-weekly reporting format.
- Prepare approximately 12 bi-weekly reports during the project's duration.
- As requested, meet with the Contract Administrator to discuss the bi-weekly briefing report's contents.

Costs, Number of Staff, Number of Hours and Expected Timeline for Core Requirements

Although the RFP calls for this worksheet to be included in Volume I – Technical Proposal, because this worksheet contains cost and hour detail, we have not included it here to ensure the integrity of evaluating the proposal's technical merit only. Our worksheet containing costs, staff, hours and expected timeframes is included as part of our Volume II, Price Proposal, attached to the Pricing Page for Core Requirements and Deliverables. Evaluators may wish to request access to the portions of the worksheet from the Contract Administrator if needed to evaluate Sjoberg Evashenk Consulting's Implementation Plan.

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F. Optional Consulting Services

Sjoberg Evashenk Consulting is available to perform additional consulting services at the discretion of the City of San Diego on an as-needed basis during the term of the contract. Our "Pricing for Optional Services" firm-fixed fully-burdened hourly labor rates for key personnel is provided as an attachment in Volume II, Price Proposal.

Section III, Additional Submittals/Forms

Following are all submittals and forms required in RFP:

- Section II.C, documents
- Proposer's References and audit reports specified in Section II.D
- Contractor Standard Questionnaire as specified in Section VI, ¶ N

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 three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: Los Angeles City Controller Contact Name: Farid Saffar
 Address: 200 N. Main St. Rm. 460 Phone Number: 213-978-7392
Los Angeles, CA 90012 Fax Number: 213-978-7211
 Dollar Value of Contract: \$1.4 million Contract Dates: April 2002 - October 2002
May 2003 - March 2008
 Requirements of Contract: On-call auditing & evaluation services. We have conducted 10 performance audits for the LA City Controller, including the Fire Dept., Airports, and Harbor Dept. More recently, we have evaluated the City's anti-gang and social service programs.

Company Name: Oakland City Auditor Contact Name: Courtney Rubv., City Auditor
 Address: 1 Frank Ogawa Plaza, 4th Fl. Phone Number: 510-238-3379
Oakland, CA 94612 Fax Number: 510-238-7640
 Dollar Value of Contract: \$85,000 Contract Dates: February 2007 - December 2007
 Requirements of Contract: We conducted a performance audit of the City's payroll and compensation practices reviewing internal controls and assessing whether payroll regulations were functioning in the best interest of the City.

Company Name: Judicial Council of California, Administrative Office of the Courts Contact Name: John Judnick, Audit Manager
 Address: 455 Golden Gate Avenue Phone Number: (415)865-7450
San Francisco, CA 94102 Fax Number: (415)865-4337
 Dollar Value of Contract: \$7 million Contract Dates: July 2001 - Present
 Requirements of Contract: Ongoing auditing and consulting engagement. We have conducted over 48 reviews of the state's trial courts, assisted with IT implementation projects, and developed business process manuals.

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Purchasing & Contracting Dept. • 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 bidder/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:

Professional Performance Audit of the Centre City Development Corporation

B. BIDDER/CONTRACTOR INFORMATION:

Sjoberg Evashenk Consulting, Inc.
Legal Name DBA
455 Capitol Mall #700 Sacramento CA 95814
Street Address City State Zip
Kurt R. Sjoberg, Chairman 916-443-1300 916-443-1350
Contact Person, Title Phone Fax

C. OWNERSHIP AND NAME CHANGES:

- 1. In the past five (5) years, has your firm changed its name?
[X] Yes [] No Firm Incorporated on 1/1/2004

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 [X] 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.

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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: 01/01/2008 State of incorporation: CA

List corporation's current officers:

President: Marianne P. Evashenk
Vice President: Kurt R. Sjoberg
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

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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 been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If Yes, use *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, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

If Yes, use *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.

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Purchasing & Contracting Dept. • 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.

C. Ownership and Name Changes:
#1: In the past 5 years, has your firm changed its name?
Answer: In January 2004, Sjoberg Evashenk Consulting was converted from a Limited Liability Company (LLC) to a Subchapter S Corporation. No change in ownership, organization or administration accompanied this change. Consequently, we are now called Sjoberg Evashenk Consulting, Inc., and no longer Sjoberg Evashenk Consulting, LLC.

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.

Kurt R. Sjoberg, Chairman *Kurt R. Sjoberg* 9/2/08
Print Name, Title Signature Date

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement ("MOA") is hereby made by and among Sjoberg EvashenkCo ("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. 9470-09-Z-RFP

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

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

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

Accepted and Agreed,

City of San Diego

By:

Date: _____

Proposer

Kurt R. Suoberg

By: KURT R. SUOBERG, Chairman

Date: 9-2-08

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

MICHAEL J. AGUIRRE, City Attorney

BY: _____

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Proposal No. 9470-09-Z-RFP

NOT APPLICABLE -- No Subcontractors

PROPOSER'S STATEMENT OF SUBCONTRACTORS

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Section II – Three Audit Reports Prepared for References

In the following section, Sjoberg Evashenk Consulting presents copies of three performance audit reports we have prepared during the past three years on behalf of the clients listed under *Section D. References (Past Performance)*.

The clients and the names of the audit reports are:

- 1. Oakland City Auditor:** *“Performance Audit of the City’s Payroll and Compensation Practices”* dated November 29, 2007.
- 2. Judicial Council, Administrative Office of the Courts:** *“Performance Review of the Superior Court, County of Orange”* dated October 2007
- 3. Los Angeles City Controller:** *“Review of the Los Angeles Fire Department Management Practices”* dated January 26, 2006

000473

City of San Diego

Request for Proposal for the Audit of the Centre City Development Corporation

Volume II – Price Proposal
Proposal No. 9470-09-Z-RFP

September 3, 2008 @ 4:00 p.m. P.D.T.

Michael Winterberg, CPPB
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Submitted by:

SJOBERG EVASHENK
CONSULTING, INC

455 Capitol Mall • Suite 700 • Sacramento, California • 95814 • Tel 916.443.1300 • Fax 916.443.1350

000474



CITY OF SAN DIEGO

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

Proposal No. 9470-09-Z-RFP REQUEST FOR PROPOSAL Closing Date: September 3, 2008 @ 4:00 pm P.D.T.

Subject: Furnish the City of San Diego with Professional Performance Audit of the Centre City Development Corporation.

Timeline: As may be required for a period of six (6) months from date of a fully executed Contract, in accordance with the attached specifications.

Company Sioberg Evashenk Consulting Name Kurt R. Sjoberg
Federal Tax I.D. No. 71-0956506
Street Address 455 Capitol Mall #700
City Sacramento
State CA Zip Code 95814
Tel. No. (916)443-1300 Fax No (916)443-1350
E-Mail Kurt@secteam.com

Name Kurt R. Sjoberg [PRINT OR TYPE]
Signature [Handwritten Signature]
Title Chairman of the Board
Date 9/2/08

*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.

if your firm is not located in California, are you authorized to collect California sales tax? Yes No
If Yes, under what Permit #
City of San Diego Business Tax License #: pending

SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.

Cash discount terms 0% days. [Terms of less than 20 days will be considered as Net 30 for proposal evaluation purposes.]

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

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

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:
MICHAEL WINTERBERG, CPPB/muw, Procurement Specialist
Phone: (619) 533-6441 Fax: (619) 533-3230 E-mail: mwinterberg@sandiego.gov

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Sjoberg Evashenk Consulting, Inc.

Fixed Pricing for Core Requirements and Deliverables

ITEMIZED COST/HOUR WORKSHEET

Obj #	Cost \$	# of Staff	# of Hours	Timelines
1	\$ 92,000	6 to 8	680	180 days
2	40,250	4	300	60 days
3	17,250	4	125	45 days
4	34,500	5	250	60 days
5	28,750	5	215	60 days
6	34,500	4	250	45 days
7	11,500	3	230	30 days
8	8,000	3	60	30 days
9	17,250	4	125	45 days
10	5,750	3	45	30 days
11	40,250	4	230	60 days
12	14,000	2	80	180 days
Total:	\$344,000	2 to 8	2590 hrs	180 days

Rationale for Hourly Estimates:

Sjoberg Evashenk Consulting carefully evaluated the work required for each of the 12 objectives described in the RFP. The number of staff, as well as the appropriate level of staff, was taken into account for each objective based on our 30 years experience conducting performance audits of this level of complexity and comprehensiveness.

Progress Payment Proposal

Sjoberg Evashenk Consulting proposes that progress payments under this contract be made by six monthly payments commencing one month after the initiation of the project. We understand that a 10 percent withholding on each payment may be applied until all services provided are deemed acceptable by the City of San Diego.

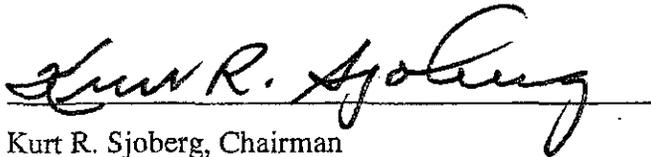
Sjoberg Evashenk Consulting, Inc.

Pricing of Optional Consulting Services

Sjoberg Evashenk Consulting agrees to conduct optional consulting services on an "as-needed" basis as determined by the City of San Diego during the term of this contract.

Our firm-fixed fully-burdened hourly labor rates for key personnel are as follows:

- Kurt Sjoberg, Project Partner: \$260 per hour
- Marianne Evashenk, Concurring Partner: \$260 per hour
- Catherine Brady, Director/Account Representative: \$210 per hour
- George Skiles, Manager: \$175 per hour
- Lien Luu, Senior Consultant: \$150 per hour
- Staff Consultants—To be determined: \$110 per hour



Kurt R. Sjoberg, Chairman

September 2, 2008

000477

Proposal No. 9470-09-Z-RFP

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, Kurt R. Sjoberg, certify that my company, Sjoberg Evashenk Consulting, 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:

9/2/08

Signature:

Kurt R. Sjoberg

DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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Proposal No. 9470-09-Z-RFP

THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD

DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION

BID NUMBER: 9470-09-Z-RFP

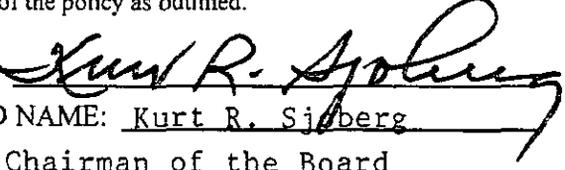
PROJECT TITLE: Professional Performance Audit of Centre City
Development Corporation

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

Sjoberg Evashenk Consulting, Inc.

(Name under which business is conducted)

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

SIGNED: 

PRINTED NAME: Kurt R. Sjoberg

TITLE: Chairman of the Board

COMPANY NAME: Sjoberg Evashenk Consulting, Inc.

ADDRESS: 455 Capitol Mall, Suite 700
Sacramento, CA 95814

TELEPHONE: 916-443-1300 FAX: 916-443-1350

DATE: _____

000481

Proposal No. 9470-09-Z-RFP



ATTACHMENT AA

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT
LOCAL WORK FORCE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

CONTRACTOR IDENTIFICATION

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

Name of Company: Sjoberg Evashenk Consulting, Inc.

AKA/DBA:

Address (Corporate Headquarters, where applicable): 455 Capitol Mall, Suite 700

City Sacramento County Sacramento State CA Zip 95814

Telephone Number: (916) 443-1300 FAX Number: (916) 443-1350

Name of Company CEO: Kurt R. Sjoberg, Chairman

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

City County State Zip

Telephone Number: () FAX Number: ()

Type of Business: Type of License:

The Company has appointed: Marianne P. Evashenk

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

Address: same as above

Telephone Number: () FAX Number: ()

For Firm's: [] San Diego Work Force and/or [] Managing Office Work Force

I, the undersigned representative of Sjoberg Evashenk Consulting, Inc.

Sacramento, CA (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 2ND day of SEPTEMBER, 2008.

[Handwritten Signature] (Authorized Signature)

Kurt R. Sjoberg (Print Authorized Signature Name)

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Proposal No. 9470-09-Z-RFP

**ATTACHMENT AA
WORK FORCE REPORT - Page 2**

NAME OF FIRM: Sjoberg Evashenk Consulting, Inc. DATE: August 27, 2008

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

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

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

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

TOTALS EACH COLUMN		1		1		2					4	7		
--------------------	--	---	--	---	--	---	--	--	--	--	---	---	--	--

GRAND TOTAL ALL EMPLOYEES 15

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

DISABLED														
NON-PROFIT ORGANIZATIONS ONLY:														
BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														



000483

CITY OF SAN DIEGO

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

Proposal No. 9470-09-Z-RFP

REQUEST FOR PROPOSAL

Closing Date: September 3, 2008
@ 4:00 pm P.D.T.

Subject: Furnish the City of San Diego with Professional Performance Audit of the Centre City Development Corporation.

Timeline: As may be required for a period of six (6) months from date of a fully executed Contract, in accordance with the attached specifications.

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

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

E-Mail _____

SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.

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

If Yes, under what Permit # _____

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

City of San Diego Business Tax License #: _____

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

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

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

MICHAEL WINTERBERG, CPPB/muw, Procurement Specialist

Phone: (619) 533-6441

Fax: (619) 533-3230

E-mail: mwinterberg@sandiego.gov

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I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego is seeking a professional audit firm to conduct a performance audit of the Centre City Development Corporation (CCDC). CCDC is the public, non-profit corporation created by the City of San Diego to staff and implement Downtown redevelopment projects and programs. Formed in 1975, the corporation serves on behalf of the San Diego Redevelopment Agency as the catalyst for public-private partnerships to facilitate redevelopment projects adopted pursuant to redevelopment law. Through an operating agreement, CCDC is the Agency's representative in the development of retail, residential, office, hotel, cultural and educational projects and public improvement projects.

CCDC's mission is to create a 24-hour livable community in Downtown San Diego, eliminating blight, providing housing, and stimulating the economy by creating jobs through public and private development. CCDC oversees redevelopment of approximately 1,450 acres, an area that includes Centre City and Horton Plaza Redevelopment Project Areas. Each of CCDC's seven-member board of directors is appointed by the Mayor and City Council to three (3) year terms. Pursuant to the operating agreement between the Redevelopment Agency and CCDC, CCDC provides long range planning and architectural review for projects in the downtown redevelopment project area.

This Request for Proposal (RFP) is being issued in order to solicit proposals from qualified professional audit firms with experience in conducting performance audits in compliance with Generally Accepted Government Auditing Standards. The City is seeking a firm that has or can obtain knowledge of governmental redevelopment agencies and best business practices and industry standards in order to evaluate the efficiency and effectiveness of CCDC, and to determine if its organizational goals are being achieved.

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

B. SCOPE OF WORK

Furnish the City of San Diego with a professional performance audit of CCDC in compliance with Generally Accepted Government Auditing Standards for the performance audit periods specified in Section II of this RFP.

The firm selected will be required to provide written and oral reports that shall include pertinent background information on CCDC and its operations, the audit work that was performed, audit finding and conclusions, and audit recommendations that will improve the efficiency and effectiveness of CCDC to achieve its goals, and to correct any operational deficiencies found. Refer to Section II, Specifications of this RFP.

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C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Proposer that shall conduct and complete a professional performance audit of CCDC. The audit objective is to evaluate the efficiency and effectiveness CCDC, and to determine if organizational goals are being achieved. Based on the audit work performed, written and oral reports must be provided that shall include pertinent background information on CCDC and its operations, the audit work that was performed, audit finding, conclusions, and recommendations that will improve the efficiency and effectiveness of the organization to achieve its goals, and to correct any operational deficiencies found.

The contract term shall be for a period of six (6) months from date of a fully executed Contract, in accordance with the attached specifications.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer.
3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.

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II. SPECIFICATIONS

A. CORE REQUIREMENTS AND DELIVERABLES

Consultant services will include, but not necessarily be limited to, the following:

1. Conduct a performance audit of CCDC in compliance with Generally Accepted Government Auditing Standards for the audit period July 1, 2005 through June 30, 2008 (Fiscal Years 2006 – 2008), unless a different period is specified below) in order to evaluate the efficiency and effectiveness of the organization, and to determine if organizational goals are being achieved. The firm shall complete the following audit requirements:
 - a. Based on best practices, industry standards for a governmental development agency, CCDC's operating agreement with the Redevelopment Agency, input from the development community, planning groups, and other stakeholders, and the City's Planning and Development Services Departments; evaluate the adequacy; appropriateness, and achievement of the organization's goals and performance measures used, and the efficiency and effectiveness of the methods, procedures, and activities used to accomplish those goals including communication practices with the Redevelopment Agency, developers, citizens, and planning groups; the use of staff resources and consultants, as well as project management procedures, including controls related to Development and Disposition agreements, for redevelopment projects and properties.
 - b. Review and evaluate the development process, including the selection of developer process, and design review process in conjunction with the organization's goals.
 - c. Evaluate and determine if CCDC has sound budgeting practices and procedures and determine if their budgeting procedures provides adequate information to the Mayor and City Council (Redevelopment Agency Board).
 - d. Evaluate and determine if CCDC is following sound procurement practices that are in compliance with pertinent regulations of the State of California Health and Safety Code related to the purchase of real estate and selection of developers that is being developed by the organization.
 - e. Determine the extent to which CCDC's salary and non-salary compensation programs, including benefit programs, were used over the last three (3) fiscal years, July 1, 2005 through June 30, 2008, (FY2006 through FY2008) to compensate employees. This shall include:
 - (1) Accounting for and reporting of non-salary compensation.
 - (2) Approval and approval process of non-salary compensation.
 - (3) Board's review process regarding non-salary compensation practices.
 - (4) Employment contracts for all participants (employees).

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- f. Review CCDC's expenditures for July 1, 2007 through June 30, 2008 (Fiscal Year 2008) including amounts paid to vendors, checks issued to employees for non-payroll services or an expenditure reimbursement, transaction listing for monthly expenditure reimbursements reports submitted by CCDC to the Redevelopment Agency.
- g. Obtain and, on a test basis, verify a listing of CCDC equipment and capital assets as of June 30, 2008.
- h. Evaluate and determine if the level of information provided by CCDC management to its board members is adequate and in compliance with board rules and regulations.
- i. Evaluate and determine if CCDC has adequate internal controls over financial reporting, including an assessment of controls within the financial system to ensure that the system enforces a proper segregation of duties and the system logs the transactions conducted by any particular person. Review should determine whether transactions performed by CCDC executive management were appropriate.
- j. Gather and review any documentation relating to conflict of interest provisions in the *Operating Agreement between the Redevelopment Agency and CCDC* and determine if, based on all documentation reviewed, any conflict of interest exists with regard to any expenses paid by CCDC, compensation or otherwise.
- k. Based on the audit work performed, up to two written audit reports and oral power point presentations (approximately 6) must be provided that will include pertinent background information on CCDC and its operations, the audit work that was performed, audit finding and conclusions, and recommendations that will improve the efficiency and effectiveness of the organization to achieve its goals, and to correct any operational deficiencies or non-compliance issues found.
- l. Status of audit progress shall be provided on a bi-weekly basis to the Contract Administrator.

B. AUDIT COMPLETION REQUIREMENTS

The professional audit fieldwork as described in Section II.A.1 shall be completed by Proposer(s) within four (4) months from the date of a fully executed Contract. The following two (2) months Proposer(s) shall provide written reports and oral power point presentations that will include pertinent background information on CCDC and its operations, the audit work that was performed, audit finding and conclusions, and audit recommendations that will improve the efficiency and effectiveness of the organization, and to correct any operational deficiencies or non-compliance issues found.

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C. QUALIFICATION 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 to the *requirements and deliverables of this RFP*. 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, 760 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.
7. Demonstrated experience conducting performance audits in compliance with Generally Accepted Government Auditing Standards, and providing written reports and Power Point presentations with recommendations to improve an organization's operations.
8. Professional staff with the appropriate education, certifications, and auditing experience necessary to conduct a performance audit of a governmental redevelopment agency in compliance with Generally Accepted Government Auditing Standards.
9. An understanding and knowledge of governmental redevelopment agencies and their best business practices and industry standards, or have the ability to quickly obtain the knowledge needed.

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10. Proposers shall complete and submit a list of any proposed subcontractors with their technical proposal for evaluation (use form on page 27).

D. REFERENCES (PAST PERFORMANCE)

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

Proposers are required to provide a copy of the audit report prepared for each of the corresponding references provided on the attached reference forms (see Forms section of this RFP), demonstrating the successful completion of performance audits conducted in compliance with Generally Accepted Government Auditing Standards. The names and phone numbers of representatives from the organizations audited must be provided, so they can be contacted for questions regarding the quality of the audit performed.

E. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan with a proposed audit program and the technical approach that the firm intends to use to complete the audit as described in Section II.A.1a through Section II.A.1.i of the core requirements and deliverables. The proposed audit program must include the costs, the number of staff, number of hours and the expected timeline to complete the core requirements in Section II.A.1a through Section II.A.1i. One or more of the core requirements in Section II.A.1 may not be selected in the final proposal. In the case where one or more audit requirements are eliminated from the audit program, a revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

F. OPTIONAL CONSULTING SERVICES

Provide, if available and at the discretion of the City, optional consulting services related to the scope of work and in accordance with this RFP. Optional consulting services may be required on an as-needed basis throughout the term of the contract. The City and the Proposer(s) shall mutually agree on optional consulting services. Pricing shall be in accordance with Section III.B of this RFP, Pricing for Optional Consulting Services.

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III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES – INSTRUCTIONS

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

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

Evaluation of award will be based on a fixed price (lump sum total), all costs inclusive for the core requirements and deliverables as specified in Section II, Paragraph A 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 total contract price until all services provided by the Proposer have been determined to be acceptable to the City.

Proposers shall provide attachment worksheets providing itemized pricing per task listed in Section II.A., 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. If available, 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 for optional consulting services will be reimbursed on the basis of fairness, reasonableness, and expenses considered customary by the City. All reimbursable expenses shall be approved by the City in advance.

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IV. PRICING PAGE

A. FIXED PRICING FOR CORE REQUIREMENTS AND DELIVERABLES

Item No.	Description	Fixed Price (lump sum total)
1.	Professional Audit Services (as specified in Section II.A.1a)	\$
2.	Professional Audit Services (as specified in Section II.A.1b)	\$
3.	Professional Audit Services (as specified in Section II.A.1c)	\$
4.	Professional Audit Services (as specified in Section II.A.1d, I through iv)	\$
5.	Professional Audit Services (as specified in Section II.A.1e)	\$
6.	Professional Audit Services (as specified in Section II.A.1f)	\$
7.	Professional Audit Services (as specified in Section II.A.1g)	\$
8.	Professional Audit Services (as specified in Section II.A.1h)	\$
9.	Professional Audit Services (as specified in Section II.A.1i)	\$
10.	Professional Audit Services (as specified in Section II.A.1j)	\$
11.	Professional Audit Services (as specified in Section II.A.1k)	\$
12.	Professional Audit Services (as specified in Section II.A.1l)	\$
TOTAL:		\$

NOTE: Itemized Worksheets must accompany each individual item noted on this Pricing Page.

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V. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

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

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. P.D.T. on Monday, August 25, 2008. Such requests should contain the following: “QUESTIONS: 9470-09-Z-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 Michael Winterberg at MWinterberg@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. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
- d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);

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

D. CLOSING DATE

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

E. LATE SUBMISSIONS

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

F. ECONOMY OF PREPARATION

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

G. TWO (2) VOLUME PROPOSALS

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

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

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Proposers must submit one (1) original and five (5) copies of the Technical Volume plus one (1) original and five (5) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

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

1. Volume I – Technical Proposal

a. Executive Summary

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

b. Section II. Specifications

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

c. Additional Submittals/Forms

- (1) All documents as specified in Section II.C.
- (2) Proposer's References (use form on page 26) and audit reports as specified in Section II.D.
- (3) Contractor Standards Questionnaire (as specified in Section VI, Paragraph N; use form on pages 31-35).

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2. Volume II – Price Proposal

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

a. Completion and Signing of the RFP Cover Page

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

b. Price Proposal Page(s)

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

c. Additional Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section V, paragraph L (use form on page 28).
- (2) Vendor Registration Form (use form on pages 29-30).
- (3) Work Force Report as specified in Attachment A (use form on page 48).
- (4) Subcontractors List, if applicable, as specified in Attachment A (use form on page 50).
- (5) Contractor Certification Regarding Drug-Free Workplace Compliance (use form on pages 36-38).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

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

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

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I. EVALUATION COMMITTEES

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

J. ACCEPTABILITY OF PROPOSALS

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

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

K. TECHNICAL EVALUATION

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

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

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

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

L. PRICE EVALUATION

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

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section (use form on page 28). This document will be used in determining the Proposers' financial responsibility.

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

M. ORAL PRESENTATIONS (OPTIONAL)

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

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N. NEGOTIATION

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

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

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

O. CITY'S UNILATERAL RIGHT

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

P. EVIDENCE OF RESPONSIBILITY

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

Q. BASIS OF AWARD

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

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

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

R. INCURRED EXPENSES

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

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VI. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

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

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

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

C. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

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

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

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The following coverage shall be required:

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

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D. GENERAL PROVISIONS

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

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

E. EXCEPTIONS

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

F. 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.

G. SUBCONTRACTING

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

H. 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.

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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.

I. 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.

J. 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.

K. INSPECTION, ACCEPTANCE, AND PAYMENT

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

L. 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 IV "Pricing Page."

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M. BUSINESS TAX LICENSE

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

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

N. CONTRACTOR STANDARDS

Any resulting contract from 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. All Consultants are required to complete and return with the proposal the Contractor Standards Questionnaire included with this Request for Proposal (use form on pages 31-35). The Contractor Standards rules and regulations are available at www.sandiego.gov/purchasing or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

O. EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

The City's Equal Opportunity Contracting Program (EOCP) requirements are incorporated into this RFP and any resulting Contract (refer to Attachment A).

P. ENTIRE CONTRACT DOCUMENTS

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

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

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

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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 three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

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PROPOSER'S STATEMENT OF SUBCONTRACTORS

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of contract: _____

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

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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: _____

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The City of San Diego
Purchasing and Contracting Department

Vendor Registration

Vendor ID: []

Firm Information

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

Contact Information

Name: []
Title: []
Email: []
Phone: [] Cell: []

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

Check here if same from above

Mailing Address: []
City: [] State: [] Zip: []

Contractor Licenses

License Number: [] License Type: []
License Number: [] License Type: []
License Number: [] License Type: []
License Number: [] License Type: []

Form continues on reverse side

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Contractor/Vendor Registration Form – Page 2

Firm Name: [Redacted]

Product/Services Description:

[Redacted]

Product/Services Information:

NAICS Codes: [Redacted]

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

Ownership Classification

Classification: [Redacted]

* select from the following List of Ownership Classification Codes:

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

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

Certification #: [Redacted]

Agency: [Redacted]

Certification #: [Redacted]

Agency: [Redacted]

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

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

or fax to: 619/ 236-5904

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Purchasing & Contracting Dept. • 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 bidder/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. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

- 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.

- 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.

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B. 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

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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 been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If **Yes**, use *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, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

If **Yes**, use *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.

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H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for 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 firm owner, partner, officer, executives, or management been convicted of a crime, including misdemeanors, or been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violations 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

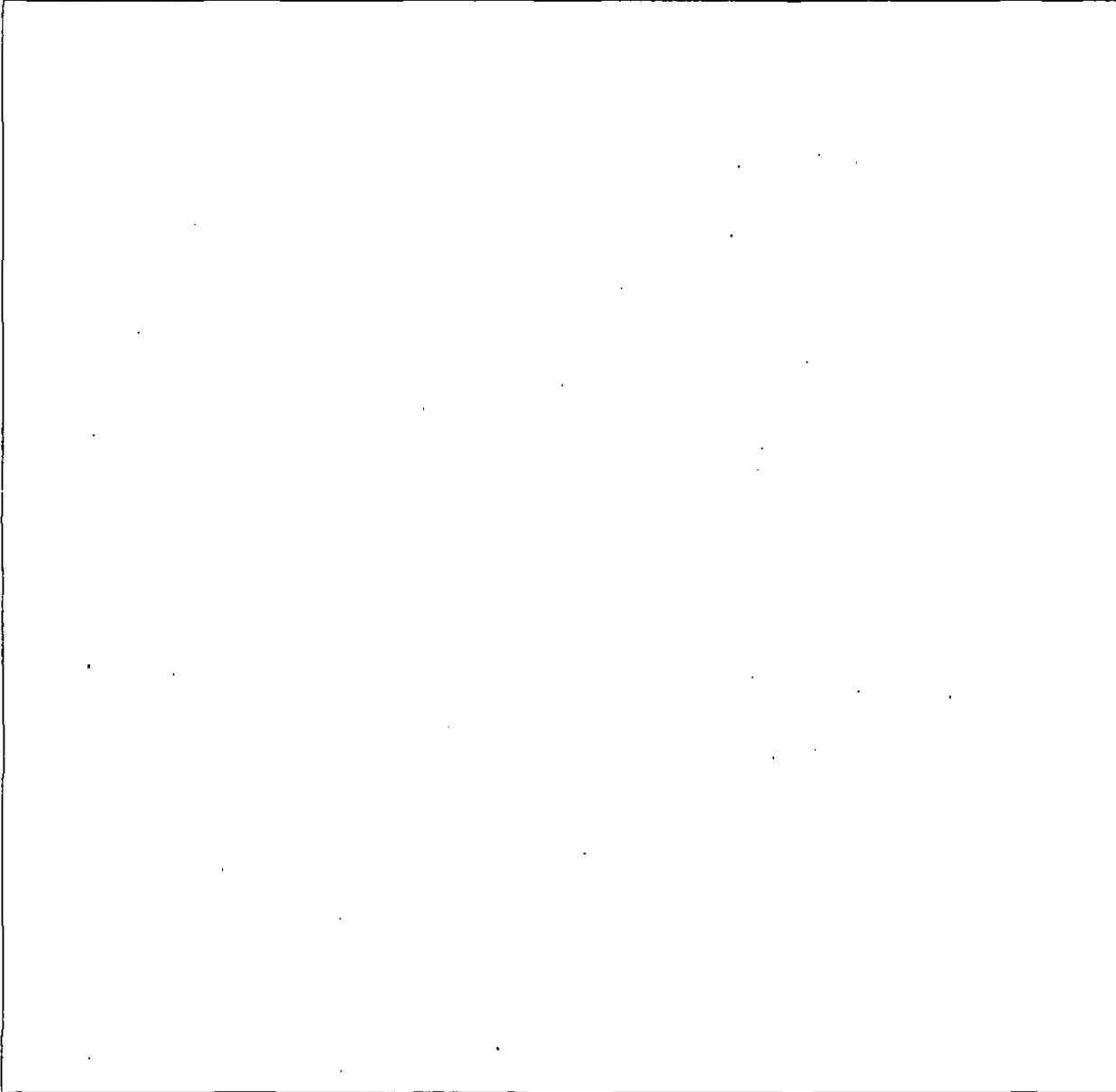
Signature

Date

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Purchasing & Contracting Dept. • 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

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DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

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EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

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

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

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

MICHAEL J. AGUIRRE, City Attorney

BY: _____

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ATTACHMENT A

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS

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I. City’s Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and subcontractors of professional service Consultants doing business with the City. The City encourages its Consultants to share this commitment. Prime Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All Consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

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- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Consultant 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. Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant 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 Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

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

- A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Consultant will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
 2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;
 3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
 4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
 5. The Consultant discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
 6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Consultant associations and other business associations;

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

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foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

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

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

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

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

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

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

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3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Consultant's** demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Consultant's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project.
2. Past Participation Levels. Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Consultant's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Consultant's current community activities.

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.

1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

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

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

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

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

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

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

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ATTACHMENT AA

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT
LOCAL WORK FORCE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

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

Name of Company CEO: _____

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

Address: _____

City _____ County _____ State _____ Zip _____

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

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

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

For Firm's: San Diego Work Force and/or Managing Office Work Force

I, the undersigned representative of _____

(Firm Name)

_____ hereby certify that information provided

(County)

(State)

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

(Authorized Signature)

(Print Authorized Signature Name)

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**ATTACHMENT AA
WORK FORCE REPORT - Page 2**

NAME OF FIRM: _____ DATE: _____

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

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

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

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

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES

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

DISABLED														
NON-PROFIT ORGANIZATIONS ONLY:														
BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

