



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: October 22, 2009

REPORT NO: 09-154

ATTENTION: Rules, Open Government and Intergovernmental Relations Chairman
and Committee Members

Agenda of October 28, 2009

SUBJECT: Request for Proposals (RFP) – City-owned property at 1010 Santa Clara
Place in Mission Bay Park

REFERENCE:

REQUESTED ACTION:

Should the City issue an RFP to lease the City-owned property at 1010 Santa Clara Place?

STAFF RECOMMENDATION:

Recommend issuing an RFP to lease the City-owned property at 1010 Santa Clara Place.

BACKGROUND:

The existing leasehold at 1010 Santa Clara Place, operated by the Mission Bay Sportcenter, consists of 0.625-acres of land and 0.066-acres of water improved with a 6,180 square-foot building and a 3,000 square-foot wooden dock. The property is unzoned and has a Mission Bay Park Master Plan land use designation of "aquatic/sailing center."

A major portion of the building was built by the City in 1975 for Park and Recreation Department aquatic programs. Prior to 1980, the City's Park and Recreation Department offered aquatic related programs at the property at an annual operating cost of approximately \$60,000 to the City. As an alternative, proposals were requested from the private sector to run the center as a commercial enterprise. Three proposals were received. Richard and Debra Gleason d.b.a. Mission Bay Sportcenter were selected as the lessee.

The property was initially occupied by the Gleasons under a fifteen year lease agreement executed in 1980. Improvements made by the lessee when the original lease commenced included: fencing, modification of the storage yard, and re-staining of the building. New concrete for the storage yard, new tiling in the building, and building and dock modifications

were later added. In 1995, the lease was renewed for an additional 10-year term. As part of the development plan for the renewed lease, a 2,000 square-foot boat showroom was built along with additional improvements and updates totaling about \$187,500.

The current ten-year lease agreement expired on October 31, 2005 and is presently on a month-to-month tenancy. The current tenant has expressed interest in extending the existing lease and submitted an unsolicited proposal to do so. While the current tenant has been a good operator of the leasehold, staff believes that the competition created by an RFP will ensure that the City obtains the most qualified operator under the most favorable economic terms.

Revenue from the leasehold is determined on a percentage rent basis from various gross income categories. Following is a recent revenue history:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>
2009	\$53,537
2008	\$52,458
2007	\$56,705
2006	\$65,637
2005	\$46,482*

*A sublessee moved out of the property during FY 2005, which accounts for the reduction in revenue during that year.

SUMMARY:

The Real Estate Assets Department recommends the issuance of an RFP in accordance with the City Council Policy 700-41 with the objective to ensure that the process is open, competitive and consistent with the best interest of the City and to evaluate other lease opportunities for the property to meet the following objectives of the Mission Bay Master Plan:

1. Existing commercial leases intensified to the greatest extent possible, so as to as to minimize the taking of public land to expand or create new commercial leases elsewhere in the park.
2. Commercial leases support recreational opportunities.
3. Within the preceding objectives, commercial lease areas render maximum revenue utility to the City.

FISCAL CONSIDERATIONS:

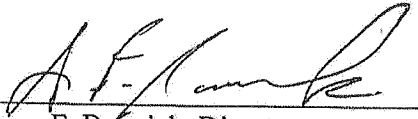
The guaranteed initial annual minimum rent shall be not less than \$50,000 and will be generated to the General Fund. Additional revenue will be determined on a percentage rent basis from various gross income categories for business activities approved by the lease.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The Mission Bay Park Committee voted (9-2-0) to recommend issuing an RFP for the lease of the City-owned property at 1010 Santa Clara Place on February 7, 2006.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Users of the property, Mission Bay Park Committee, Mission Bay lessees and other operators of aquatic-type uses in Mission Bay Park.



James F. Barwick, Director
Real Estate Assets Department

THE CITY OF SAN DIEGO

REQUEST FOR PROPOSALS



FOR THE OPERATION OF AQUATIC SPORT CENTER AT 1010 SANTA CLARA PLACE MISSION BAY PARK

PROPOSAL DEADLINE: 5:00 p.m. Friday
January 15, 2010

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

CONTACT PERSON: Vladimir Balotsky
TELEPHONE: (619) 235-5248

The City of San Diego invites proposals from qualified individuals or companies to lease the City-owned aquatic and sailing center located at 1010 Santa Clara Place, San Diego, CA 92109 in Mission Park ("Center").

A. BACKGROUND

The Center which is currently leased to Richard and Debra Gleason, d.b.a. Mission Bay Sportcenter ("Sportcenter") consists of 0.625-acres of land and 0.066-acres of water with a 6,180 square-foot building and a 3,000 square-foot wooden dock. A City-owned parking lot with 92 parking spaces is adjacent to the Center. The property is unzoned and has a Mission Bay Park Master Plan land use designation of "aquatic/sailing center."

A major portion of the building was built by the City in 1975. Improvements and additions made by the Sportcenter include: fencing, modification of the storage yard, new concrete for the storage yard, new roof, tiling in the building and a 2,000 square-foot boat showroom. The current ten-year lease agreement expired on October 31, 2005 and is presently on a month-to-month tenancy.

B. TYPE OF PROPOSALS SOUGHT

The City's Real Estate Assets Department, acting on behalf of the Park and Recreation Department, is seeking proposals to lease and operate the Center. It would be to each proposer's advantage to inspect the Center. An open house will be scheduled for this purpose with a representative of the City's Real Estate Assets Department present to answer questions.

Each proposal should reflect the City's desire to have an operator who provides a high level of service to the public while it operates, manages and maintains the Center and related activities in a fiscally responsible manner that produces the most revenue for the City.

Each proposer in preparing his/her proposal should consider all available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment.

Each proposal should include not only the existing services and facilities but is encouraged to bring new ideas for services and or facilities that could benefit the City, the public and the successful proposer.

C. DESCRIPTION OF CURRENT OPERATIONS

Individual and group lessons in water sports activities, youth camps, charter dive boat rentals, boat sales, kayak, sailboat, jet ski, windsurfing and power boat rentals boat service and storage, rowing activities are provided by the Sportcenter.

Equipment. The selected proposer must be prepared to provide the necessary trade fixtures and equipment needed to provide a sufficient level of service. Title to those fixtures, equipment and motors will remain vested in the selected operator.

Rental History. Revenue from the Center is determined on a percentage rent basis from various gross income categories. Following is a recent revenue history:

<u>FISCAL YEAR</u>	<u>AMOUNT</u>
2008	\$52,458
2007	\$56,705
2006	\$65,637
2005	\$46,482*
2004	\$77,648

*A sublessee moved out of the property during FY 2005, which accounts for the reduction in revenue during that year.

D. OPERATIONAL PLAN AND FINANCIAL PROJECTIONS

Proposals must include a conceptual plan for the Center, along with any proposed changes or additions to the existing facilities. Proposals shall include, at a minimum, detailed responses for the following requirements:

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and / or major equipment on the premises including the development schedule. All uses and improvements are subject to approval by the City.
2. Annual gross revenue projections from all operations for the proposed term of the lease, operational and financial plans.
3. Rent percentages by category and minimum rent.

D. PROVISIONS OF LEASE

1. Uses. The primary use is the operation and maintenance of a public water sport center and dock facilities providing instruction in beginning through intermediate sailing, water activities, water, sports, scuba instruction and charters, and rental services, and sales of recreational boats and aquatic equipment; food and nonalcoholic beverage sales to the general public and other related and incidental purposes as may be first approved by the City.

2. Term. The proposed term must be justified by the proposer on the basis of capital investment in equipment, facilities and in promoting the premises and services to the general public. A minimum term of ten (10) years will be considered. Longer terms may be considered depending on the proposal.
3. Rent. The proposer shall offer a base rent as a guaranteed minimum annual vs. percentage rent. Suggested minimum percentages rent for business activities are as follow:

<u>Percentages</u>	<u>Business Activities</u>
Ten percent (10%)	Instructions and rentals of boats and aquatic equipment.
Five percent (5%)	Sales of new boats and related accessories, service and repairs of boats and aquatic equipment.
Five percent (5%)	Sales of used boats.
Five percents (5%)	Youth camps (organized group programs for youth 18 years of age and under).
Six percent (6%)	Sales of food and nonalcoholic beverages.
Fifty percent (50%)	Of commissions or any other compensation for the right to install and operate coin-operated vending, game, or service machines or devices on the premises, including telephones, or 10% of the gross income from any such coin-operated machines or devices owned, rented, or leased.
Seventy-Five percent (75%)	Of all revenue received from any wireless telecommunication equipment installed and operated from the leased premises.
Twenty percent (20%)	Of all other authorized activities.

The guaranteed initial minimum annual rent shall be not less than \$50,000.

The annual minimum rent will be adjusted every five years during of the term to eighty percent (80%) of the annual average rents preceding the adjustment date.

4. Records. The selected lessee will keep complete and accurate accounting records satisfactory to the City, from which the City can, at all reasonable times, determine the nature and amounts of income subject to rental from the operation of the leased premises. The records will be periodically audited by the City.
5. Right to Assign and Sublet. The selected lessee may not assign the lease or any interest therein and may not sublease any portion thereof without prior written approval from the City Manager. The City's approval, however, may be conditioned upon the proposed assignee or sublessee agreeing to revisions to the lease or sublease to reflect market conditions or City requirements that are then current. Also, no assignee will be approved who is not at least comparable to the original selected operator in financial and professional capabilities to operate the leased premises.
6. Equity Participation. Selected lessee shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with approved assignment of the agreement, two percent (2%) of any amount paid to the selected operator in consideration of a sublease of all or a majority portion of leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
7. Compliance with Laws. The selected lessee shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost.
8. Utilities. The selected lessee must pay for all utility installations and services required for its operation. All utilities shall be installed underground.
9. Nondiscrimination. The selected lessee shall not discriminate in any manner against any person by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in selected operator's use of the premises. Selected lessee shall comply with the City adopted program for equal employment opportunities. This program includes requiring the selected lessee to submit a Workforce Report, and in some cases an Equal Opportunity Plan.

10. Insurance. The selected lessee shall be required to carry public liability and property damage insurance, naming the City as an additional insured, in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit liability and to hold the City harmless from liability in connection with any and all selected operator operations. The selected lessee is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the leased premises in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
11. Taxes. The selected lessee must pay all taxes and assessments, including possessory interest taxes levied by reason of its leasehold.
12. Default. The City will reserve the right to terminate the lease in the event of selected lessee's failure to cure any curable default or breach within thirty (30) days of legal notice thereof.
13. Permits and Licenses. The selected lessee will be required to obtain all necessary permits and licenses for this type of operation at his/her sole cost and expense. Selection of a proposal or execution of the lease agreement shall not be construed as a waiver by City of any legal or lawful requirement necessary to the issuance of such permits or licenses, nor of any other legal requirement whatsoever.
14. Non-responsibility. The City of San Diego hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a lessee or executing the lease agreement.
15. Improvements and Alterations. All improvements and alterations to the Center shall be in accordance with plans and specifications previously approved in writing by the City and shall be at the sole cost and expense of the selected lessee.
16. Maintenance. The Center is leased "as is" and all maintenance and repairs shall be the responsibility of the selected lessee throughout the entire term of the lease without expense to the City. The selected lessee shall maintain the premises in a clean, safe and well-maintained condition throughout the term of the lease to the satisfaction of the City and in compliance with all applicable laws.
17. Ownership of Improvements. All improvements except trade fixtures installed by the selected lessee shall become the property of the City, at the City's option, upon termination of the lease. If the City so determines, the selected lessee must remove all trade fixtures and personal property upon termination without cost to the City or damage to the premises.

18. Hours of Operation. A regular schedule of days and hours of operation shall be established by the City and selected lessee to best serve the public.
19. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with prices of like merchandise, equipment, and services offered in San Diego area. All prices charged shall be approved in writing by the City; provided, however, that selected lessee shall not be required to sell any merchandise or offer any services at a loss.

E. RESPONSIBILITY OF PROPOSERS

1. Each proposer is responsible for making all investigations and examinations necessary for developing and operating the leased premises. Failure to do so will not waive any condition of the lease. It is mutually agreed that the submission of a proposal shall be considered evidence that the proposer has made such investigations and examinations.
2. Proposers may withdraw their proposals at any time prior to the submission deadline upon written notice to the City Real Estate Assets Department.

F. PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information that will assist in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation. The proposal submitted must be complete enough for selection to be made based solely on its contents. Proposers are advised to make their best offer in their proposals as there will be no auction or competitive negotiation of this agreement.

Each proposal MUST include the following items:

1. Identification. The complete identity, including social security number, address, daytime phone number, and employment of the proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.

2. Experience. A summary of the proposer's experience and qualifications for this type of enterprise. If the proposer is not going to be involved in the day-to-day operation of the Center, then the proposer must include verification that the persons employed as managers are well qualified.
3. Financial Statements. Current financial statements, audited or CPA prepared, or tax returns for the preceding three years is required. Each proposer shall submit a full and detailed statement of their true financial condition as of November 1, 2009, or as recent as possible if that date is not available. The statement shall include the proposer's assets, liabilities and net worth, including the availability of and operation capital and its source. If the proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation and its source and terms of repayment must be included in the financial statement.
4. Proposed Improvements. The proposal must include a preliminary development plan which consists of a preliminary plot plan and proposed schedule of the development.
5. Proposed Term. Proposed term of the lease agreement and the justification therefore in terms of the amount of investment.
6. Rental Offer. Rent shall be offered as a guaranteed minimum annual rent and annual percentage rent by category to the City through the term of the lease. Proposers are welcome to offer the rent higher than the minimum or percentage rent suggested by the City in Section D.3 above.

G. NONCONFORMING PROPOSALS

The City anticipates leasing the property under the terms and conditions outlined in this Request for Proposals. Proposers are encouraged to offer terms more favorable to the City than those specified herein. Proposers should bear in mind the competitive nature of the proposal process and the fact that the City will be looking for the proposal which offers the best advantage to the City. However, the City may also consider proposals offering alternate terms. Proposers requiring reduced rent during construction, rent credits, or other deviations from the provisions of this RFP and sample lease agreement should specifically address the required changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION

To give prospective proposers an opportunity to view the site and ask questions about the lease agreement, proposal submittal, and related matters, a pre-proposal inspection of the property will be scheduled.

Prospective proposers will find it beneficial to attend the pre-proposal inspection, although attendance is not a prerequisite to submitting a proposal.

Date of Pre-Proposal Inspection:

Wednesday, December 2, 2009

Time: 9 to 10 a.m.

Place: Mission Bay Sportcenter, 1010 Santa Clara Place, San Diego, CA, 92109 (meeting at 9 a.m. at the parking lot in front of the Center).

Contact: Please contact the proposal coordinator, Vladimir Balotsky by November 30, 2009, at vbalotsky@sandiego.gov, phone (619) 235-5248; fax 619 236-7606, if you are planning to attend.

I. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 5:00 p.m. on Friday, January 15, 2010.

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Vladimir Balotsky

3. Faithful Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to City Treasurer as a faithful performance deposit to assure that, if the proposal is selected by the City, that the proposer will enter in good faith into a lease agreement containing substantially the same terms and conditions as set out in this Request for Proposals and in the selected proposal. No personal checks will be accepted and no interest will be

paid on deposits. All unsuccessful proposers' deposits will be refunded within thirty (30) days after the acceptance by the City Council of the successful proposer's proposal.

4. Number of Copies

Proposers are requested to submit five complete copies of their proposals. All materials submitted by proposers become the property of the City of San Diego and may not be returned, with the exception of the financial information. Financial documents, upon request, will be removed from each proposal and returned to the proposer upon completion of City's review.

5. Contact Person

The proposal coordinator is Vladimir Balotsky, Property Agent, City of San Diego. He can be reached at vbalotsky@sandiego.gov, phone (619) 235-5248, fax (619) 236-6706, between 8:00 a.m. and 5:00 p.m., Monday through Friday.

J. PROPOSAL EVALUATION AND SELECTION

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

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

K. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from proposers beyond that specified in this Request for Proposals. Proposers may be requested to appear before an evaluation committee, but will not be obligated to do so. However, the City may make a selection based on the information contained in the proposals above. Therefore, proposers are advised to submit thorough, complete proposals.

L. INCURRED COSTS

The City will not be responsible for any costs incurred by proposers in the preparation and submission of proposals.

M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC

All proposals received shall be considered confidential until the City Real Estate Assets Department makes a recommendation to the City Council, at which time the proposals shall become public information and available to the public for review. However, all financial statement portions of each proposal SHALL BE permanently considered confidential and, therefore, not available for public review.

N. CITY RIGHT TO REJECT ALL PROPOSALS

The City of San Diego reserves the right to reject all offers and proposals regarding this project, including those submitted by the proposers who have any outstanding debt with the City.

O. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

P. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this Request for Proposals will be made available in alternative formats to disabled persons upon request. It is the policy of the City of San Diego to encourage equal opportunity in its professional service contracts. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

- a. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego

Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

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

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

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

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

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

R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful proposers within thirty days of final City Council approval of the selected proposer. For the selected proposer, the deposit will be applied to the lease deposit upon completion of lease negotiations and execution of the lease by the proposer. Should the selected proposer unilaterally withdraw from lease negotiations, the deposit will be forfeited to the City.

S. REAL ESTATE BROKER'S COMMISSION

The City of San Diego will not pay a brokerage commission in this Request for Proposal.

T. SCHEDULE OF EXHIBITS

1. Exhibit "A" - Location Map
2. Exhibit "B" - Photos of the Center
3. Exhibit "C" - Work Force Report

VB/vb

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EXHIBIT "A" - LOCATION MAP

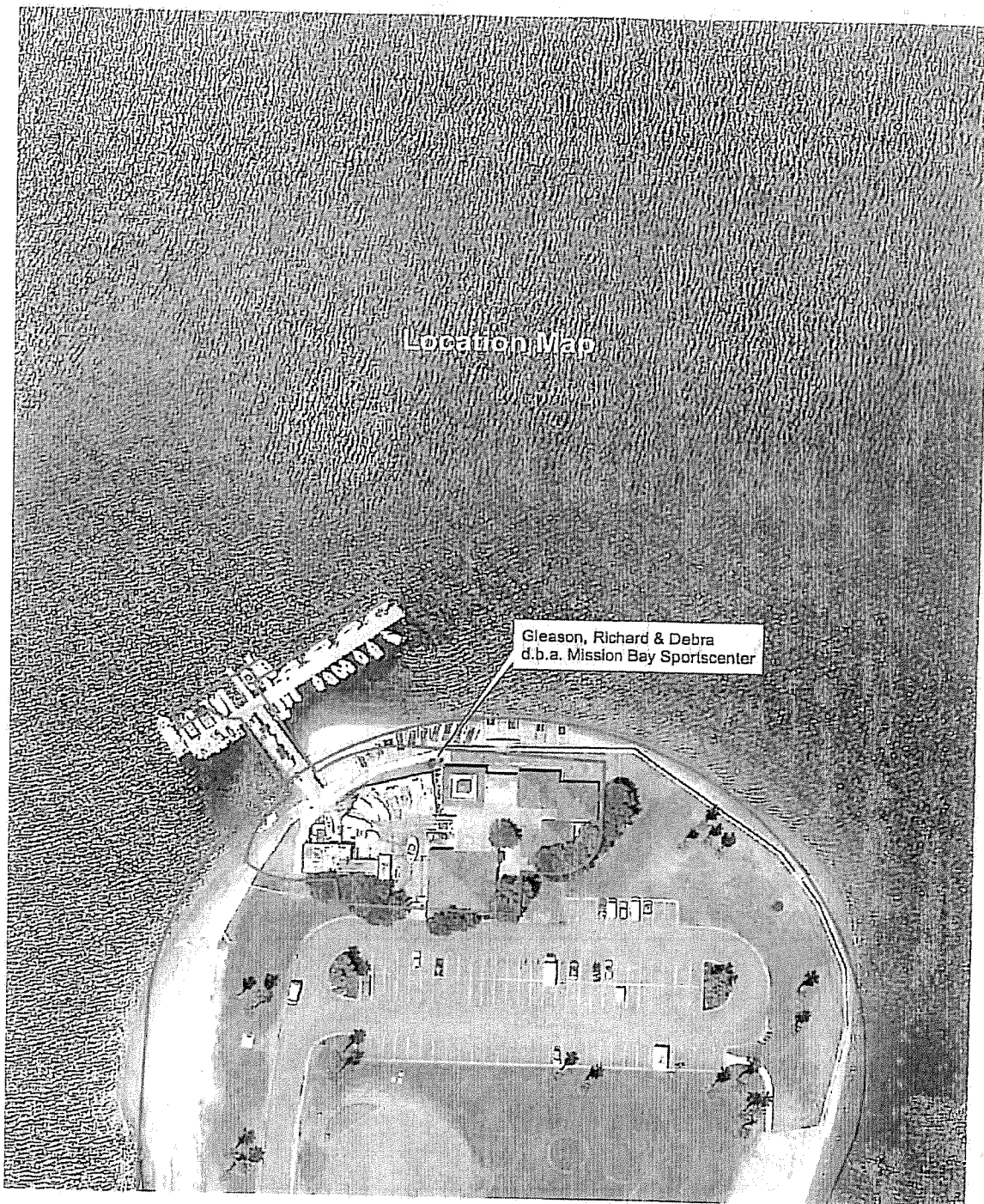
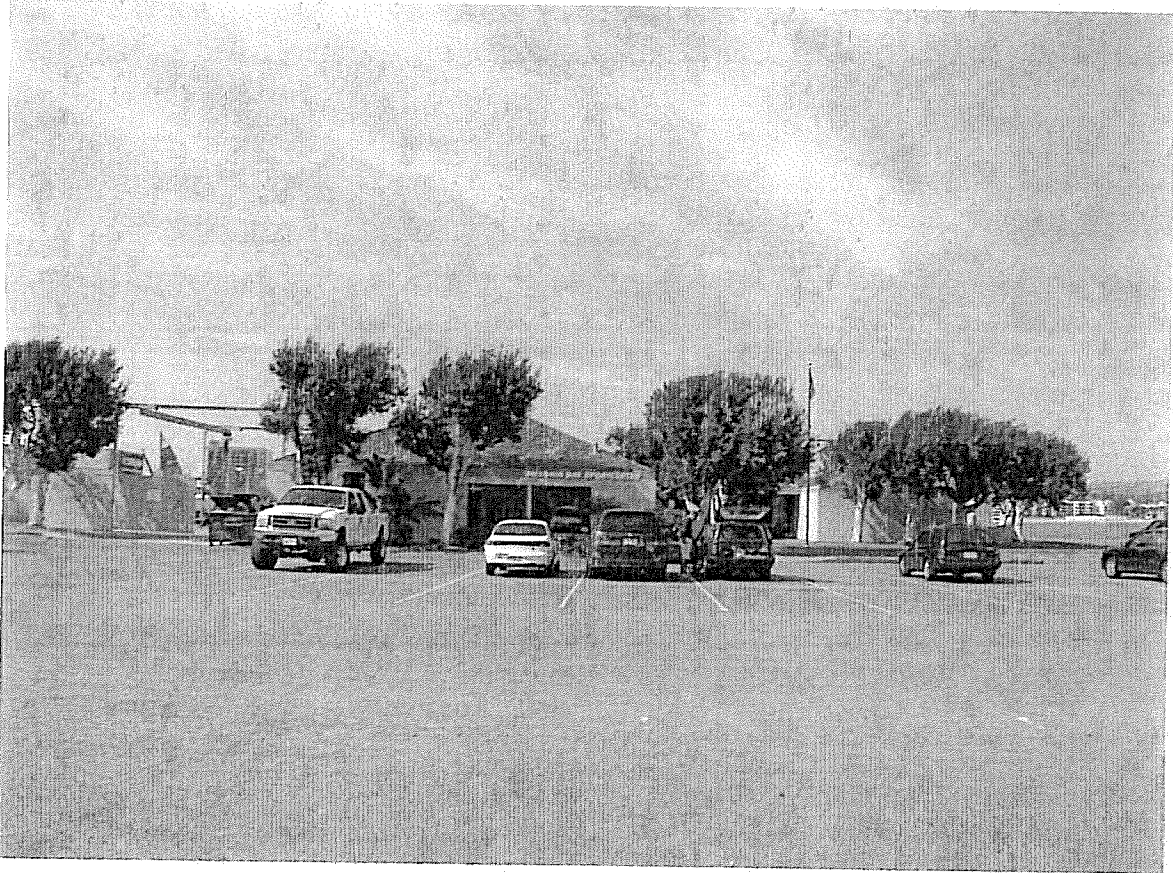
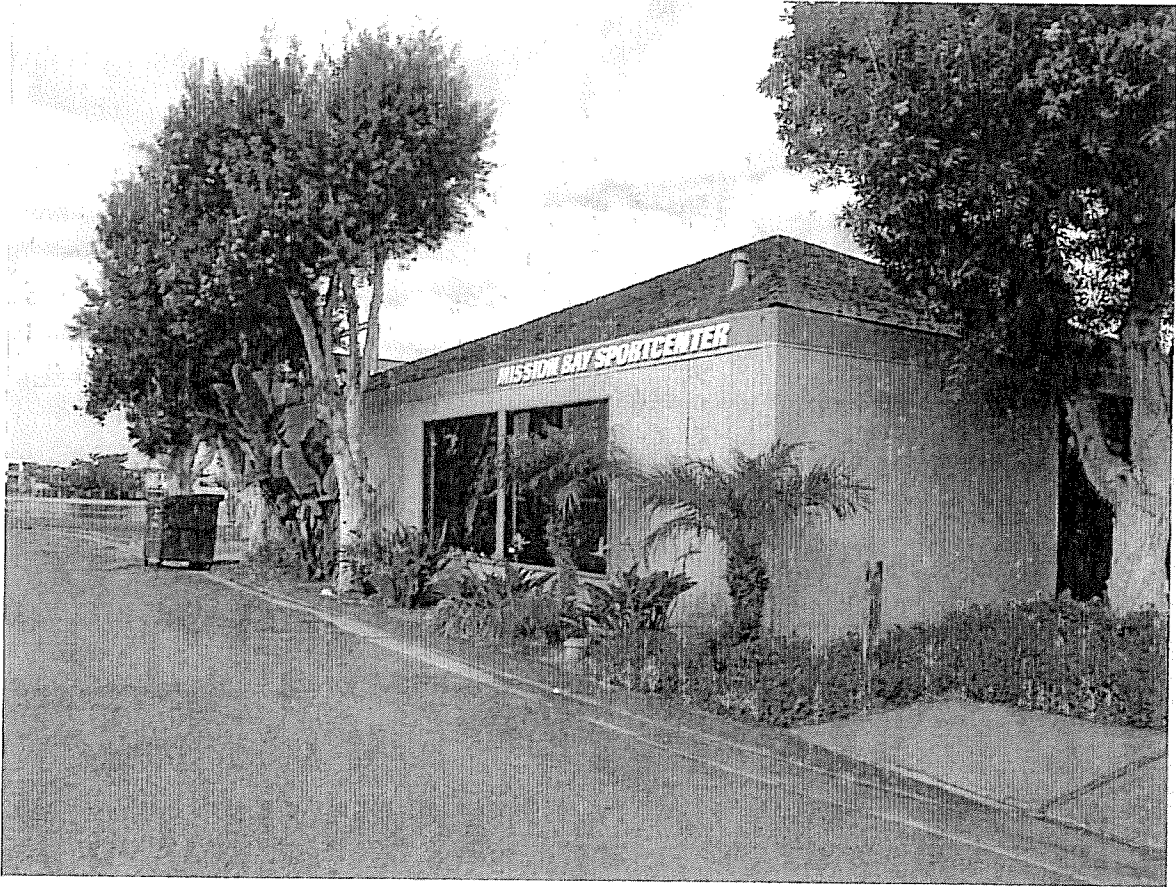


EXHIBIT "B"
Photos of the Center



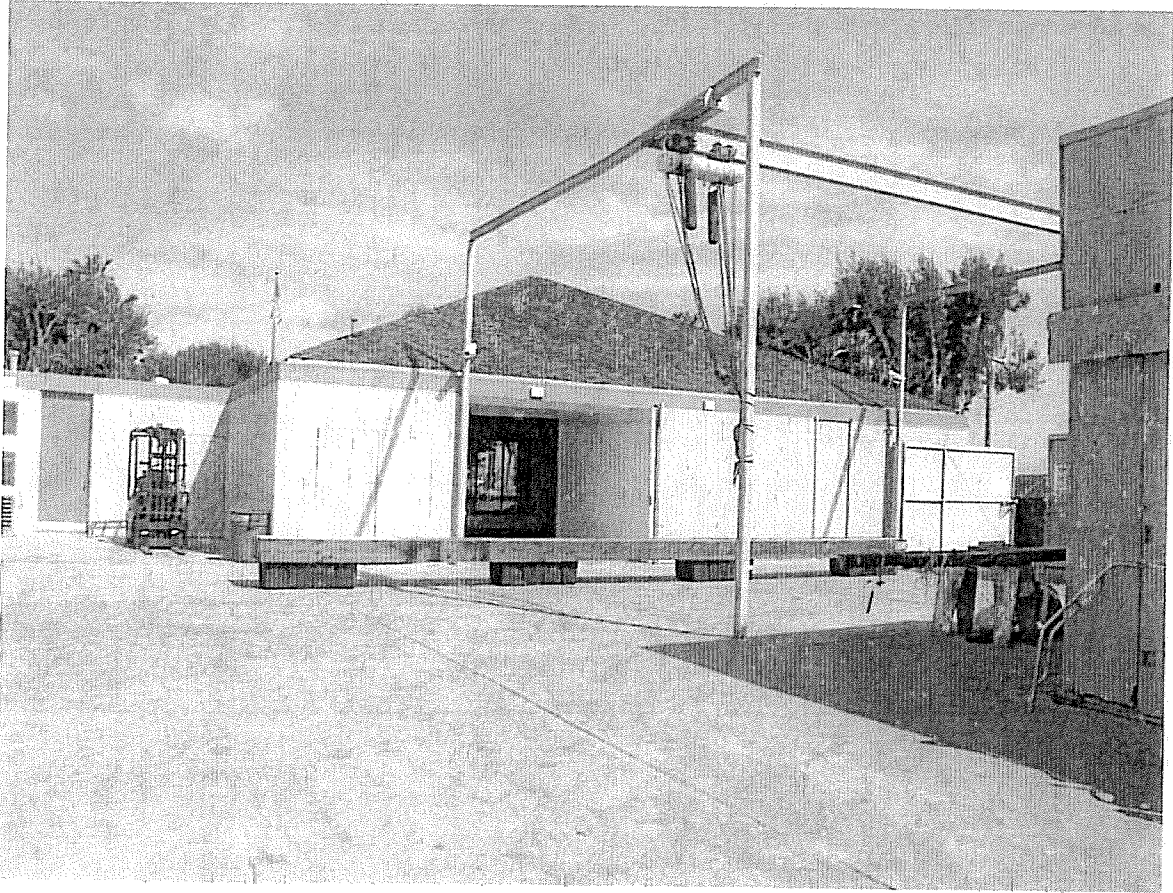
View from the parking area

EXHIBIT "B"
Photos of the Center



Boat show-room

EXHIBIT "B"
Photos of the Center



Boat-yard

EXHIBIT "B"
Photos of the Center



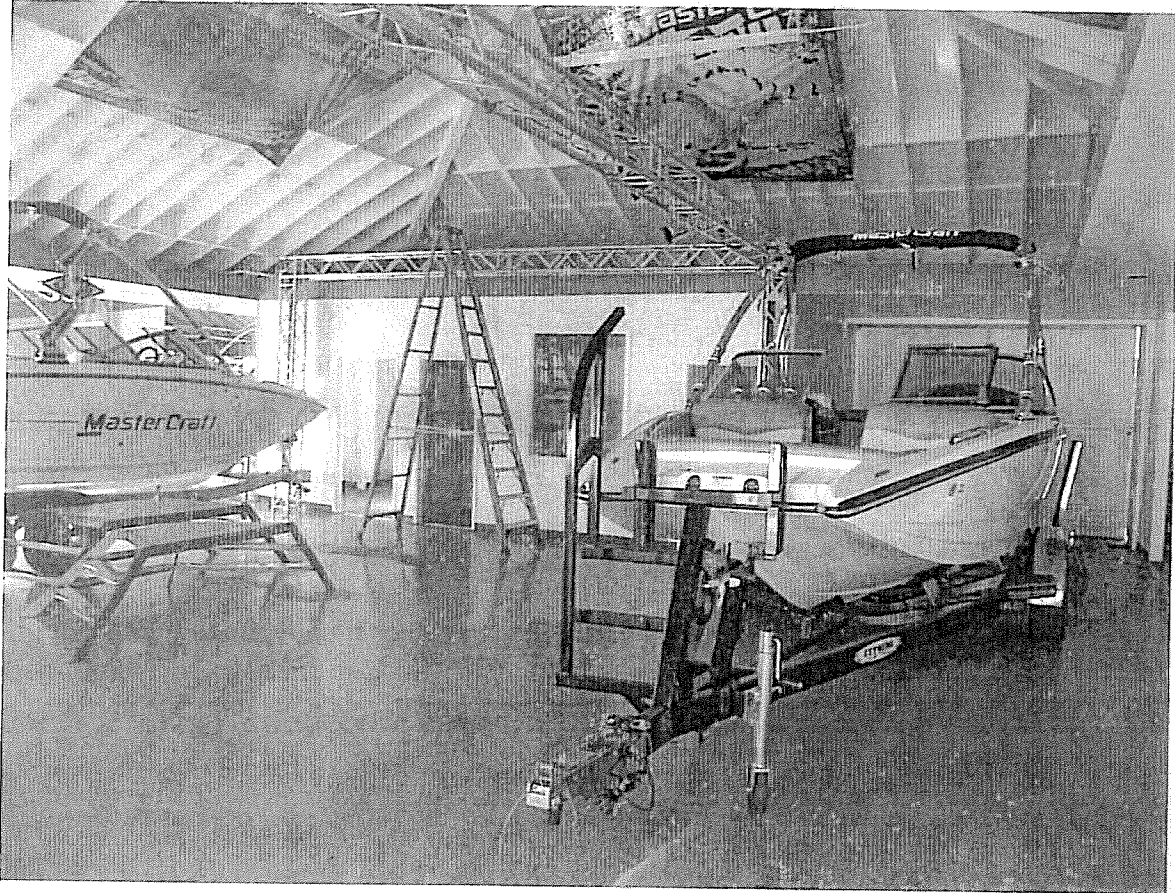
View from the dock

EXHIBIT "B"
Photos of the Center



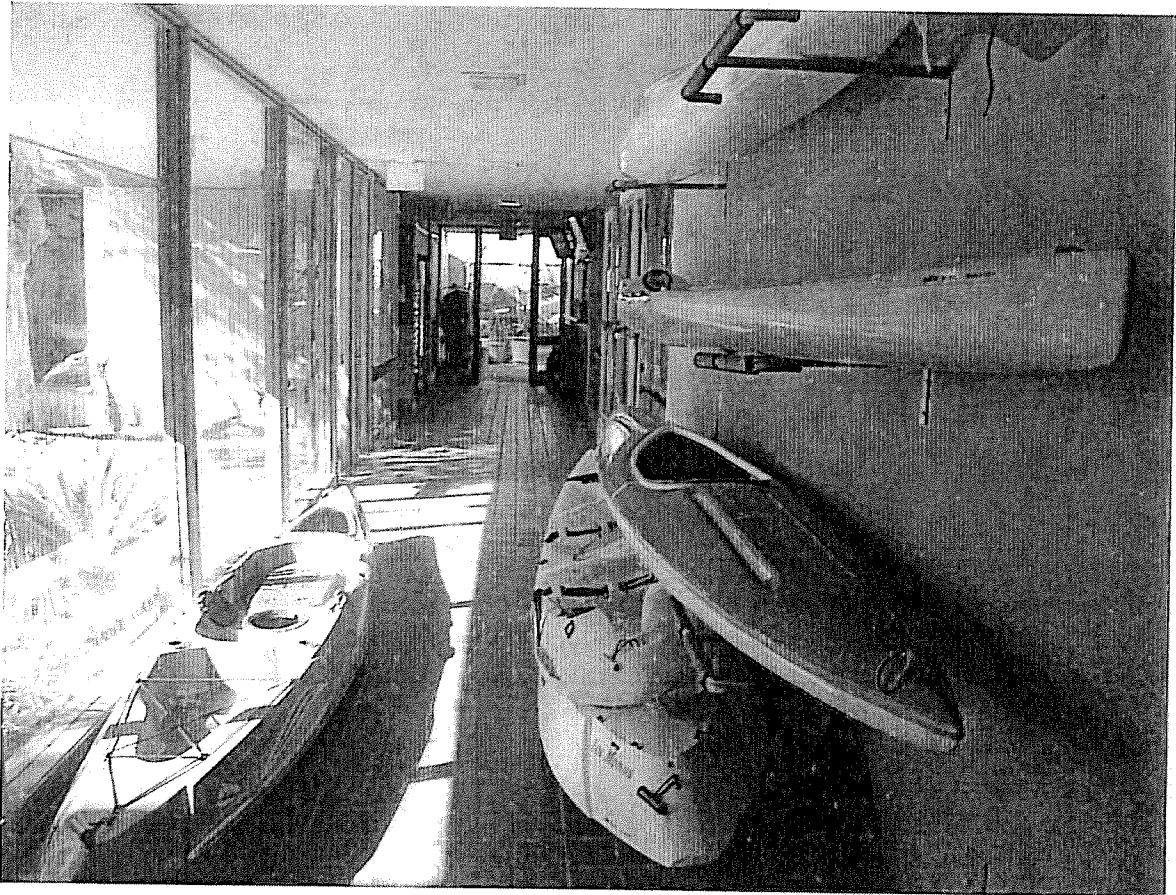
View of the dock

EXHIBIT "B"
Photos of the Center



Boat show-room

EXHIBIT "B"
Photos of the Center



View of the interior

EXHIBIT "C" - Work Force Report



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

WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

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

Name of Company CEO: _____

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

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
 _____ (Firm Name)

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

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

 (Authorized Signature) (Print Authorized Signature)

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

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

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

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

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

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

Totals Each Column														
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Grand Total All Employees

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														