

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007267
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Office of the Mayor	DATE: 8/6/2014
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SUBJECT: Authorization to execute an Agreement for State Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Platinum Advisors, LLC.

PRIMARY CONTACT (NAME, PHONE): Kristin Tillquist, 6192366597	SECONDARY CONTACT (NAME, PHONE): Almis Udrys, 6192365929
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	100000				
FUNCTIONAL AREA	Other - GG.				
COST CENTER	1411000001				
GENERAL LEDGER ACCT	512109				
WBS OR INTERNAL ORDER	-				
CAPITAL PROJECT No.	-				
AMOUNT	\$117,000.00	0.00	0.00	0.00	0.00

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

**COST SUMMARY (IF APPLICABLE):** City shall pay Consultant a monthly retainer of \$13,000.00 over the course of 24 months. The cumulative amount should not exceed \$312,000.00 with \$117,000.00 expended in Fiscal Year 2015 and \$195,000.00 expended in Fiscal Year 2016. The City and Platinum Advisors, LLC must agree in writing upon a fee for any Additional Services.

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Bradford, Jaymie	09/03/2014
Liaison Office	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
Financial Management	COO		
Comptroller	CITY ATTORNEY	Coalson, Libby	
	COUNCIL PRESIDENTS OFFICE		

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

Authorizing the Mayor, or his Designee, the authority to execute an Agreement with Platinum Advisors, LLC in the amount of \$312,000.00 for government relations services.

Authorizing the Chief Financial Officer to expend an amount not to exceed 117,000.00 in Fiscal Year 2015 from Fund No. 100000, General Fund, Cost Center No. 1411000001, Office of the Mayor, for the purposes of executing this agreement, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer, and an amount not to exceed 195,000.00 in Fiscal Year 2016 from Fund No. 100000, General Fund, Cost Center No. 1411000001, Office of the Mayor, for the purposes of executing this agreement, contingent upon the adoption of the Fiscal Year 2016 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

**STAFF RECOMMENDATIONS:**  
Approve the Resolution.

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

<b>COUNCIL DISTRICT(S):</b>	All
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<b>COMMUNITY AREA(S):</b>	All
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<b>ENVIRONMENTAL IMPACT:</b>	This activity is not a Project as defined in CEQA Guidelines Section 15378(b) (5). Based on the definition the activity does not meet the definition of a project and would therefore not be subject to CEQA pursuant to Section 15060(c) (3) of the State CEQA Guidelines.
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<b>CITY CLERK INSTRUCTIONS:</b>	
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**COUNCIL ACTION**  
**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE: 8/6/2014

ORIGINATING DEPARTMENT: Office of the Mayor

SUBJECT: Authorization to execute an Agreement for State Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Platinum Advisors, LLC.

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Kristin Tillquist/6192366597

**DESCRIPTIVE SUMMARY OF ITEM:**

Approval of the Agreement for Consulting Services between the City of San Diego and Platinum Advisors, LLC in an amount not to exceed \$312,000.00. This contract will provide for government relations services to ensure that the City maintains effective advocacy before the State legislature.

**STAFF RECOMMENDATION:**

Approve the Resolution.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

For more than 40 years, the City has contracted with government relations firms to ensure that the City maintains effective advocacy before the State legislature. These advocates promote City adopted policy regarding: state funding opportunities; state legislative goals; and state regulatory goals.

The principal responsibility of the Consultant shall be achieving State funding and other legislative objectives for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City.

In cooperation with the Office of the Mayor and other appropriate City departments, the legislative Representative shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:

1. Bond allocations, grants and other funding opportunities;
2. Community and Economic Development;
3. Bi-national issues;
4. Municipal Revenues and Operations;
5. Affordable Housing, Neighborhood Services, and Homelessness;
6. Infrastructure and Public Works;
7. Public Safety and Homeland Security;
8. Stormwater; and
9. Water and Wastewater, including recycled water and energy management.

In fulfillment of the work plans, the Legislative Representative(s) shall provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with the Governor and elected representatives and staffpersons, State agencies, boards, commissions and legislative and regulatory bodies.
2. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
  1. Grants and other funding opportunities for proposed City projects;
  2. Existing and proposed State laws and regulations that affect City interests;
  3. Reports on, and testimony from, legislative hearings;
  4. The development and progress of State issues affecting specified City interests;
  5. State agency and department regulations, guidelines, directives, and other instruments of administrative policy;
  6. Technical reports and memoranda affecting City operations and fiscal conditions;
  7. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
  8. Coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
  9. Providing monthly reports for distribution to City Council describing activities and services provided on behalf of the City at the directions of the Office of the Mayor; making at least two appearances per year before the council committee responsible for State Legislative and Regulatory Activities;
  10. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

The legislative Representative shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on behalf of the City must be provided to the City.

A request for proposal was released on April 17, 2014. Four firms responded and Platinum Advisors, LLC was selected as the best provider based on the evaluation criteria.

**FISCAL CONSIDERATIONS:** Contractor's invoices are charged to the General Fund, and the Non-General Fund portion of the expense will be offset by a transfer of revenue from the Non-General Fund departments.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):** N/A

**PREVIOUS COUNCIL and/or COMMITTEE ACTION** (describe any changes made to the item from what was presented at committee): N/A

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** N/A

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:** None

Bradford, Jaymie  
Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO <b>EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION</b>	DATE: September 15, 2014
SUBJECT: Authorization to Execute an Agreement for State Legislative and Executive Branch Consulting Services and Representation Between the City of San Diego and Platinum Advisors, LLC	

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Platinum Advisors, LLC (Not Certified, Caucasian-Male)

**Amount of this Action:**        \$ 117,000 (FY 2015)  
    \$ 195,000 (FY 2016)  
 Total Contract Amount:        \$ 312,000 (Not to Exceed)

Funding Source: City of San Diego

Goal: 20% Voluntary

**SUBCONSULTANT PARTICIPATION**

	<b><u>This Action</u></b>	<b><u>Percent*</u></b>
Topp Strategies (Not Certified, Caucasian-Male)	\$124,800.00	40.00%
<b>Total Non-Certified Participation</b>	<b>\$124,800.00</b>	<b>40.00%</b>
<b>Total Subcontractor Participation</b>	<b>\$124,800.00</b>	<b>40.00%</b>

\*Percentage calculated using total anticipated contract value.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Platinum Advisors, LLC submitted a Work Force Report for their San Diego employees dated, May 20, 2014 indicating 21 employees in their Administrative Work Force.

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

- Asian, Filipino, and Female in Professional
- Latino in Administrative Support

Based on the under representations in the workforce noted above, staff has requested an Equal Employment Opportunity (EEO) Plan which describes the firm’s EEO policies and practices to be submitted no later than September 22, 2014 for approval. Once approved, staff will continue to monitor the firm’s efforts to implement their EEO plan.

This agreement is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

(10046490-14-C)

MB



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

BB. 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.

CONTRACTOR IDENTIFICATION

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

Name of Company: PLATINUM ADVISORS, LLC

AKA/DBA:

Address (Corporate Headquarters, where applicable): 1215 K STREET, SUITE 1150

City SACRAMENTO County SACRAMENTO State CA Zip 95814

Telephone Number: (916) 443-8991 FAX Number: (916) 443-8913

Name of Company CEO: DARIUS ANDERSON

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: GOVERNMENT RELATIONS Type of License: LLC

The Company has appointed: KRISTE PEREZ

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: 1215 K STREET, SUITE 1150, SACRAMENTO, CA 95814

Telephone Number: (916) 443-8991 FAX Number: (916) 443-8913

- [ ] 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 Platinum Advisors, LLC (Firm Name)

Sacramento, CA hereby certify that information provided

herein is true and correct. This document was executed on this 20th day of May 2014

Kriste Perez (Authorized Signature)

Kriste Perez (Print Authorized Signature)



**WORK FORCE REPORT** – NAME OF FIRM: PLATINUM ADVISORS 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											2	1	
Professional		1	1								6	3		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support											2	5		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*		1	1								10	9		

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

Totals Each Column		1	1								10	9		
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Grand Total All Employees 21

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



SUBMIT

# Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: Office of the Mayor

Vendor Name: Platinum Advisors, LLC

WBS No. or Project Title Lobbying Contract

Purchase Requisition # (if available): \_\_\_\_\_

Department Contact: Almis Udrys

Date of Request: 09/15/2014

Contract Amount/Estimate: \$ 312,000.00

Contract/Service Duration: 24 Months

**NOTE:** Please provide a description of the activity/services requested and what the request to contract out work will cover.  
(Please use plain language for the terms/definitions)

**Please submit request to [HumanResources@sanidiego.gov](mailto:HumanResources@sanidiego.gov) or MS 56L**

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	Contracting State <u>lobbying services</u> , which includes funding allocation and the creation of favorable legislation for the City of San Diego.
What is the location of the project/service?	Sacramento, CA
Are City employees currently performing any of the work?	No
Do City employees currently have the expertise to do this work in-house? If not, why not?	No, Platinum Advisors, LLC offers unparalleled expertise in working with decision makers on the state level.

Will any City employees be displaced as a result of this contract/service?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	No
Is this a Public Works project? * (I.e. construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement project? * (I.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No
Was another Department contacted to determine if they can or do perform this service (I.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	No, the Office of the Mayor handles contracts with state lobbying services.  <div style="text-align: right; border: 1px solid black; padding: 2px;"><b>ATTACH</b></div>

*\*NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember – Departments cannot intentionally bundle services to avoid the threshold labor costs.*

**HUMAN RESOURCES DEPARTMENT USE ONLY**

Based on the Department's representation, this contract is  **APPROVED** from a labor relations perspective.

V. Davis
9-16-14

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Human Resources Department Liaison
Date



**AGREEMENT BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND**  
**PLATINUM ADVISORS, LLC**  
**FOR**  
**STATE LEGISLATIVE AND EXECUTIVE BRANCH**  
**CONSULTING SERVICES AND REPRESENTATION**

**CONTRACT NUMBER: 10046490**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND PLATINUM ADVISORS, LLC  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and Platinum Advisors, LLC (Consultant), also referred to individually as "Party" and collectively as the "Parties," for Consultant to provide services to City for State legislative and executive branch consulting services and representation (Project).

**RECITALS**

WHEREAS, City issued RFP No. 10046490-14-C for State Legislative and Executive Branch Consulting Services and Representation (RFP); and

WHEREAS, Consultant submitted a proposal dated May 19, 2014 in response to RFP No. 10046490-14-C (Proposal); and

WHEREAS, City determined that Consultant's Proposal is the winning proposal and intends to award the contract to Consultant with agreed upon terms described herein.

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

**ARTICLE I  
CONSULTANT SERVICES**

**1.1 Scope of Services.** Consultant shall perform the services set forth in the written Scope of Services as shown in Exhibit A (Services) at City's direction.

**1.2 Competitive Bidding.** If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding.

**ARTICLE II  
DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of Services or September 30, 2016, whichever is the earliest. The City reserves the option to renew the Agreement for two (2) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Consultant with such agreement to be confirmed within sixty (60) days prior to the expiration of the Agreement period. Either the

City or the Consultant may decline to confirm the renewal of the Agreement for any reason whatsoever, which shall render the renewal option null and void. The Agreement may not exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement unless otherwise specified in this Agreement. The time for performance of the Services is set forth in the Time Schedule (Exhibit C).

**2.3 City's Right to Suspend for Convenience.** City may suspend all or any portion of Consultant's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days written notice to Consultant of such suspension. City will pay to Consultant a sum equivalent to the reasonable value of the Services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of rescission, at which time Consultant would be required to resume performance in compliance with the terms and conditions of this Consultant. Consultant will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**2.4 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to City. The termination of the Services shall be effective upon receipt of the notice by Consultant.

**2.5 City's Right to Terminate for Default.** Consultant's failure to satisfactorily perform any obligation required by this Agreement, including compliance with Exhibit C, constitutes a default. If Consultant fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. City's rights and remedies enumerated in this section are cumulative and shall not limit, waive, or deny any of City's rights under any other provision of this Agreement, nor does this section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to City against Consultant.

**2.6 Contractor's Right to Payment Following Contract Termination.**

**2.6.1 Termination for Convenience.** If the termination is for the convenience of City and if this is a fixed price contract, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

**2.6.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such

event, adjustment in the Contract price shall be made as provided in Section 4.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**2.7 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Consultant for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, as described in the Compensation and Fee Schedule, attached hereto as Exhibit B, for a total contract amount not to exceed \$312,000.000.

**3.2 Additional Services.** City may require that Consultant perform additional Services beyond those described in Exhibit A (Additional Services). City and Consultant must agree in writing upon a fee for any Additional Services to be performed, including reasonably related expenses, consistent with Exhibit B and section 3.3, below.

**3.3 Manner of Payment.** For the duration of this Agreement, Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in Exhibit B. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with Exhibit B. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information required by City, including, but not limited to, the progress percentage of Services and/or deliverables completed prior to the invoice date. City will pay undisputed portions of invoices within thirty (30) calendar days of receipt.

**3.4 Electronic Payment.** Consultant may receive payments electronically instead of by check. Information and forms are available at <http://www.sandiego.gov/purchasing/vendor>.

**3.5 Eighty Percent Notification.** Consultant shall promptly notify City in writing of any potential cost overruns including, but not limited to, the following: (i) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement, or (ii) where the total cost for performance of the Services may be greater than the maximum compensation for this Agreement.

**3.6 Annual Appropriation of Funds.** Consultant acknowledges that the Contract term may extend of multiple City fiscal years, and Consultant understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensations for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and

authorized. City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

#### **ARTICLE IV CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other City representatives is required, such approval is general only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

**4.2 Maintenance of Records.** Consultant shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Services throughout the performance of the Services and for a period of five (5) years following completion of Services. Consultant further agrees to allow City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times at no charge to City and upon reasonable notice to Consultant of intent to inspect, copy, and audit.

**4.3 Duty to Cooperate with City Auditor on Audits.** In the event of an audit and upon reasonable and advance notice, Consultant agrees to reasonably cooperate in responding to questions from authorized City representatives relating to the Contract and to timely make any and all records relating to this Contract available for inspection, copying, reproduction, or auditing by City representatives, including the City Auditor and his or her designee(s), at no cost to the City at a location within the City of San Diego during normal business hours. As used in this provision, "records" means any "writing" as defined in the California Public Records Act including, but not limited to, emails, contracts, agreements, invoices, financial statements, and correspondence, regardless of how the record is created or stored. Consultant's failure to make the requested records available for inspection, copying, reproduction, or auditing by the date requested by the authorized City representative may be deemed a material breach of the Contract. City may pursue appropriate remedies in law or equity to obtain such records. Notwithstanding any other provision of the Contract, this provision shall survive the termination or expiration of this Contract.

**4.4 Insurance.** Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, City reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the



policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

Further, Consultant shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

**4.4.1 Types of Insurance.** At all times during the term of this Agreement, Consultant shall maintain insurance coverage as follows:

**4.4.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.4.1.2 Commercial Automobile Liability.** For all of Consultant's automobiles including owned, hired and non-owned automobiles, Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.4.1.3 Workers' Compensation.** For all of Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and Consultant shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents and representatives.

**4.4.1.4 Professional Liability.** For all of Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase City's exposure to loss.

#### **4.4.2 Deductibles.**

All deductibles on any policy shall be the responsibility of Consultant and shall be disclosed to City at the time the evidence of insurance is provided.

#### **4.4.3 Acceptability of Insurers.**

**4.4.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

**4.4.3.2** City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.4.4 Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to City before any work is initiated under this Agreement.

##### **4.4.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

##### **4.4.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Consultant.

#### **4.4.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.4.5 Reservation of Rights.** City reserves the right, from time to time, to review Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to City. City will reimburse Consultant for the cost of the additional premium for any coverage requested by City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.4.6 Additional Insurance.** Consultant may obtain additional insurance not required by this Agreement.

**4.4.7 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.5 Drug-Free Workplace.** Consultant agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, incorporated into this Agreement by this reference. Consultant shall certify that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit D).

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with City's Equal Opportunity Contracting Program.** Consultant shall comply with City's Equal Opportunity Contracting Program Consultant Requirements. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant shall provide equal opportunity in all employment practices. Consultant shall ensure that its subcontractors comply with City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold Consultant liable for any discriminatory practice of its subcontractors.

**4.6.2 Non-Discrimination Ordinance.** 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, and other sanctions. This language shall be in contracts between Consultant and any subcontractors, vendors, and/or suppliers.

**4.6.3 Compliance Investigations.** Upon City's request, Consultant agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and/or suppliers that Consultant has used in the past five 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 City pursuant to City's Nondiscrimination in Contracting Ordinance as described in San Diego Municipal Code (SDMC) 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 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 Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.6.4 ADA Certification.** As evidenced in Exhibit G, Consultant certifies that it agrees to comply with City's Americans with Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference.

**4.7 Conflict of Interest.** Consultant is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in SDMC sections 27.3501 through 27.3595. If Consultant violates any conflict of interest laws, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

## **ARTICLE V INDEMNIFICATION**

**5.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including, but not limited to, claims asserted or costs, losses, attorneys' fees, or payments for injury to any person or property caused or claimed to be caused by Consultant's acts or omissions, or those of Consultant's employees, agents, and/or officers, arising out of any services performed under this Agreement, Consultant agrees to defend, indemnify, protect, and hold harmless City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of Consultant, its employees, agents or officers, or any third party. Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers, or employees.

## ARTICLE VI DISPUTE RESOLUTION

**6.1 Mediation.** If a dispute arises out of or relates to this Contract and if the dispute cannot be settled through normal contract negotiations, Contractor and City shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

**6.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by the American Arbitration Association or any other agreed upon mediator.

**6.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**6.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**6.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## ARTICLE VII MISCELLANEOUS

**7.1 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**7.2 Independent Contractors.** Consultant and any subcontractors employed by Consultant shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Consultant shall follow City's direction concerning the end results of the performance.

**7.3 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, Consultant shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**7.4 Jurisdiction and Venue.** The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

**7.5 Conflicting Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement, the Exhibits, or Section III of the RFP (Specific Provisions), the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, the RFP, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**7.6 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to City shall be addressed to: Kristin Tillquist, Director of State Government Affairs & Innovation Policy, City of San Diego, 202 "C" Street, San Diego, California, 92101, [KTtillquist@sandiego.gov](mailto:KTtillquist@sandiego.gov), and notice to Consultant shall be addressed to: Nick Garcia, Platinum Advisors, 1215 K Street, Suite 1150, Sacramento, California 95814, [njg@platinumadvisors.com](mailto:njg@platinumadvisors.com).

**7.7 Incorporation by Reference.** All Exhibits referenced in this Agreement, the RFP, and Proposal, are incorporated into the Agreement by this reference.

**7.8 Ownership of Documents.** Once Consultant has received any compensation for Services performed under this Agreement, all documents, including, but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications, prepared in connection with or related to the Services, shall be City's property.

**7.9 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**7.10 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance (EBO) codified in SDMC sections 22.4301 through 22.4308. All Consultants are required to complete the EBO Certification of Compliance included herein. (see Exhibit E).

In accordance with the EBO, Consultant must certify it will provide and maintain equal benefits for the duration of the contract. Failure to maintain equal benefits is a material breach of the contract. Consultant must notify employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

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

Consultant also must give City access to documents and records sufficient for City to verify Consultant is providing equal benefits and otherwise complying with EBO requirements.

**7.11 Public Records.** This Agreement is public document subject to the California Public Records Act, and may be subject to public review (see Exhibit F).

**7.12 Confidentiality of Services.** All services performed by Consultant, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Consultant or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by City; (2) subsequently becomes publicly known through no act or omission of Consultant; or (3) otherwise becomes known to Consultant other than through disclosure by City.

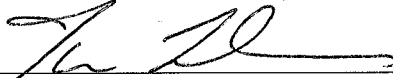
**7.13 No Waiver.** No failure of either City or Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Contract, the exercise of any option contained herein, or any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**7.14 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Consultant shall be deemed to be both covenants and conditions.

*The remainder of this page has been intentionally left blank*

IN WITNESS WHEREOF, this Agreement is executed by City and Consultant acting by and through their authorized officers.

PLATINUM ADVISORS, LLC

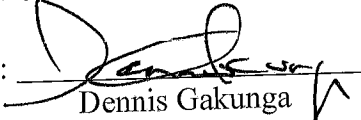
By: 

Name: Tom Lynch

Title: President

Date: 8/13/14

THE CITY OF SAN DIEGO

By: 

Dennis Gakunga  
Director  
Purchasing & Contracting

Date: 8/15/14

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**LIST OF EXHIBITS**

- Exhibit A Scope of Services
- Exhibit B Compensation and Fee Schedule
- Exhibit C Time Schedule [Not used]
- Exhibit D Consultant Certification for a Drug-Free Workplace
- Exhibit E Equal Benefits Ordinance Certification of Compliance
- Exhibit F Acknowledgment of California Public Records Act
- Exhibit G American with Disabilities Act (ADA) Compliance Certification
- Exhibit H Consultant Award Tracking Form



## SCOPE OF SERVICES

The principal responsibility of the Consultant shall be achieving State funding and other legislative objectives for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City.

In cooperation with the Office of the Mayor and other appropriate City departments, the Legislative Representative shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:

1. Bond allocations, grants and other funding opportunities;
2. Community and Economic Development;
3. Bi-national issues;
4. Municipal Revenues and Operations;
5. Affordable Housing, Neighborhood Services, and Homelessness;
6. Infrastructure and Public Works;
7. Public Safety and Homeland Security;
8. Stormwater; and
9. Water and Wastewater, including recycled water and energy management.

In fulfillment of the work plans, the Legislative Representative(s) shall provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with the Governor and elected representatives and staff persons, State agencies, boards, commissions and legislative and regulatory bodies.
2. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
  1. Grants and other funding opportunities for proposed City projects;
  2. Existing and proposed State laws and regulations that affect City interests;
  3. Reports on, and testimony from, legislative hearings;
  4. The development and progress of State issues affecting specified City interests;

5. State agency and department regulations, guidelines, directives, and other instruments of administrative policy;
6. Technical reports and memoranda affecting City operations and fiscal conditions;
7. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
8. Coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
9. Providing monthly reports for distribution to City Council describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for State Legislative and Regulatory Activities;
10. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

The Legislative Representative shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on the City's behalf must be provided to the City.

**COMPENSATION AND FEE SCHEDULE**

Monthly Retainer \$13,000.000 x 24 months = \$312,000.00.

**TIME SCHEDULE**

[Not used]

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

PROJECT TITLE: State legislative + executive branch  
consulting services + representation

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

Platinum Advisors, LLC

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 Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed Kriste Perez  
Printed Name Kriste Perez  
Title HR Director  
Date 8/14/14

EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE



For additional information, contact:  
CITY OF SAN DIEGO  
EQUAL BENEFITS PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Platinum Advisors, LLC Contact Name: Kriste Perez  
Company Address: 1215 K Street, Suite 1150 Contact Phone: 916-443-8891  
Sacramento CA 95814 Contact Email: kape@platinumadv.com

CONTRACT INFORMATION

Contract Title: State Legislative & executive branch consulting services + representation Start Date: 10/1/14  
Contract Number (if no number, state location): 10044490 End Date: 9/30/16

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Kriste Perez/HR Director Name/Title of Signatory
Kriste Perez Signature
8/12/14 Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: [ ] Approved [ ] Not Approved - Reason:

**REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Platinum Advisors, LLC  
Name of Firm

[Signature]  
Signature of Authorized Representative

Tom Lynch  
Printed/Typed Name

8/13/14  
Date

**CONSULTANT CERTIFICATION**

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

PROJECT TITLE: State legislative + executive branch  
consulting services + representation

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American with Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Platinum Advisors, LLC  
(Name under which business is conducted)

has in place 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 the policy as outlined.

Signed   
Printed Name Tim Lynd  
Title President





THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: \_\_\_\_\_ Department Name: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Appropriate approval authority:

- Mayoral Action PA-2625
 Mayoral Action 1544
 Council Action 1472
 Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract: \$ 117,000

I hereby certify that I am an authorized representative of:

(Name of Firm)

and that I have read and understand this form this 13 day of August - 2014
(Day) (Month) (Year)

By [Signature]
(SIGNATURE of Authorized Representative)

Tim Lynch
(PRINTED name of Authorized Representative)

**The City of San Diego  
COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000007267  
DEPT. \_\_\_\_\_  
NO. \_\_\_\_\_

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

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

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

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

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

Not to Exceed: \$117,000.00

Vendor: Platinum Advisors, LLC

Purpose: Authorization to execute an Agreement for State Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Platinum Advisors, LLC

Date: September 16, 2014 By: Grace Aihie

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	100000			OTHR-00000000-GG	512109	1411	1411000001		\$117,000.00
TOTAL AMOUNT									\$117,000.00

FUND OVERRIDE

CC 3000007267



**Volume 2**

# **Pricing Proposal**

Platinum Advisors and Toppp Strategies

City of San Diego

Proposal No. 10046490-14-C



# CITY OF SAN DIEGO

## PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Proposal No. 10046490-14-C **REQUEST FOR PROPOSAL**

Closing Date: May 19, 2014  
@ 4:00 p.m. P.T.

Furnish the City of San Diego with **State Legislative and Executive Branch Consulting Services and Representation** as may be required for a period ending September 30, 2016 with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications and requirements.

**Tentative Oral Presentation:** June 9, 2014 at 9:30 a.m. PT at City of San Diego, Purchasing & Contracting Department located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. (See Section II, paragraph M)

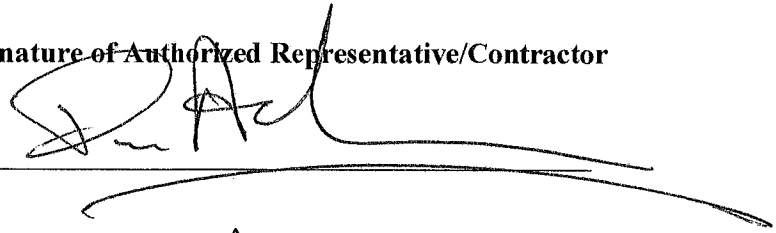
Company PLATINUM ADVISORS  
Federal Tax I.D. No. 94-3309410  
Street Address 1215 K STREET, Suite 1150  
City SACRAMENTO  
State CA Zip Code 95814  
Tel. No. 916-443-8891 Fax No. \_\_\_\_\_  
E-Mail NTG@PLATINUMADVISORS.COM

Contact Name NICK GARCIA  
[PRINT OR TYPE]  
Title ADVISOR  
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.

**The City's Standard Payment Terms are Net 30 Days.**  
Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

**This cover page must be completed and submitted as part of your Proposal.**  
**ONLY PROPOSALS WITH AN ORIGINAL SIGNATURE WILL BE ACCEPTED.**

*\*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.*

\*Signature of Authorized Representative/Contractor  
  
\_\_\_\_\_  
DARIUS ANDERSON  
(Print Name)  
L.E.O.  
(Title)  
MAY 19, 2014  
(Date)

**FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:**  
**Karan Wolff/ylk, Principal Procurement Specialist**  
Phone: (619) 236-7131 E-mail: [KWolff@sandiego.gov](mailto:KWolff@sandiego.gov)

**VI. PRICING PAGES**

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

Monthly Retainer \$13,000.00 x 24 months = \$312,000.00

Payment to be made in arrears for services rendered.

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-04 regarding the American With Disabilities Act (ADA) outlined in Section I "American with Disabilities Act Certification", of the Contract, and that;

PLATINUM ADVISORS

(Name under which business is conducted)

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

Signed



Printed Name

DARIUS ANDERSON

Title

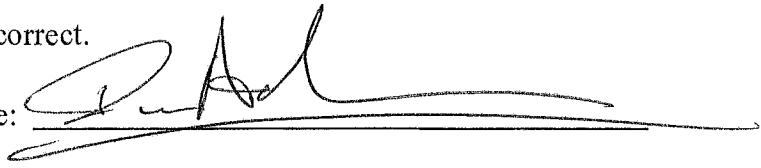
CEO

**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, DARIUS ANDERSON, certify that my company, PLATINUM ADVISORS, 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: 5/19/14 Signature: 



## DRUG-FREE WORKPLACE

### A. GENERAL

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

### B. DEFINITIONS

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

### C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

**BID NUMBER:**

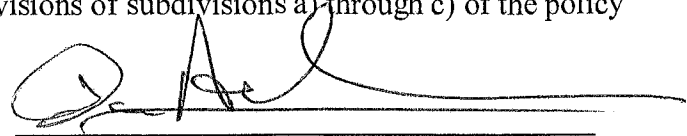
**PROJECT TITLE:** STATE LEGISLATIVE SERVICES

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,

PLATINUM ADVISORS

(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: DARIUS ANDERSON

TITLE: CEO

COMPANY NAME: PLATINUM ADVISORS

ADDRESS: 1215 K STREET, Suite 1150  
Sacramento, CA 95814

TELEPHONE: 916 443-2291/FAX: \_\_\_\_\_

DATE: MAY 19, 2014

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print):

PLATINUM ANDERSON

Signature:

[Handwritten Signature]  
(Must be signed by President or Vice President)

Position:

CEO, FOUNDER

Firm:

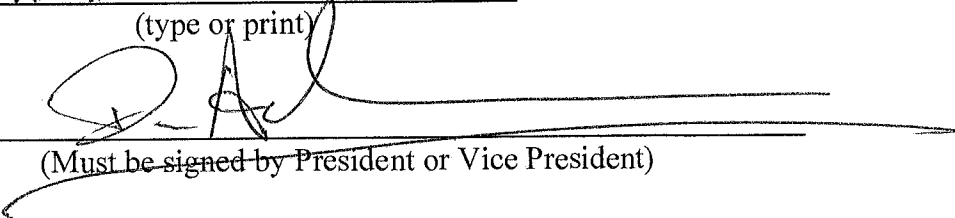
PLATINUM ADVISORS

## AFFIDAVIT FOR CONTRACTOR/VENDOR

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: DARIUS ANDERSON  
(type or print)

Signature:   
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 94-3309410

Position: CEO

Firm: PLATINUM ADVISORS

## CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

PLATINUM ADVISORS

Name of Firm



Signature of Authorized Representative

DARIUS ANDERSON

Printed/Typed Name

MAY 19, 2014

Date


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. ARE  ←checking this box means you are presently debarred, etc., ARE NOT  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. HAVE  ←checking this box means you have been convicted, etc., HAVE NOT , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. ARE  ←checking this box means you are presently indicted, etc., ARE NOT  presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor HAS  ←checking this box means you have defaulted on contracts, HAS NOT , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such

additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

PLATINUM ADVISORS  
Name of Firm

  
Signature of Authorized Representative

DARIUS ANDERSON  
Printed/Typed Name

MAY 19, 2014  
Date



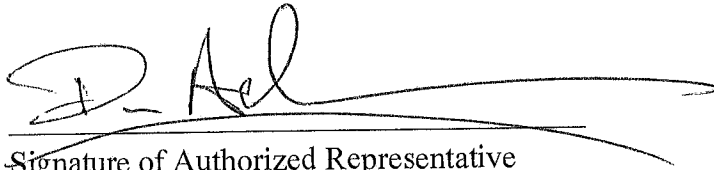
## PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

PLATINUM ADVISORS

Name of Firm



Signature of Authorized Representative

DARIUS ANDERSON

Printed/Typed Name

MAY 19, 2014

Date

**DECLARATION REGARDING INFORMATION REQUESTED  
UNDER THE CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

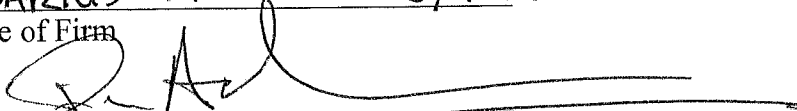
General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

DARIUS ANDERSON / PLATINUM ADVISORS  
Name of Firm

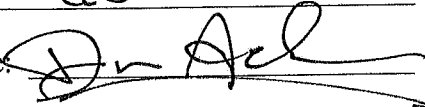
  
Signature of Authorized Representative

DARIUS ANDERSON  
Printed/Typed Name

MAY 19, 2014  
Date

### CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: PLATINUM ADVISORS
  
2. Type of Business: The bidder represents as part of its offer that it operates as (Mark one with an 'X') An Individual \_\_\_; A Corporation X; Partnership \_\_\_ or Joint Venture \_\_\_.  
(If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
  - a. If incorporated, existing under the laws of the State of: CALIFORNIA.
  - b. Date of incorporation: 8/25/99
  
3. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: 447-2571-1. Data Universal Numbering System (DUN & BRADSTREET) Number: 07-261-7132
  
4. Office which will be responsible for providing the City of San Diego the specified services:  
Address: 1215 K Street, Suite 1150  
SACRAMENTO, CA 95814  
Contact Person/Telephone Number: 916 443-8891 Fax Number: \_\_\_\_\_  
Email: NJG @ PLATINUMADVISORS.COM
  
5. Name, title, and signature of individual duly authorized as representative to execute contracts:  
Name: DARIUS ANDERSON  
Title: CEO  
Signature: 
  
6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there is a mistake in the offer.
  
- 7a. The undersigned further understands that the contents within this solicitation will become a part of the Contract when awarded to the above named Propose Firm.
  
- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: 

Printed Name: DARIUS ANDERSON

Position: CEO

Dated this 19 day of MAY, 2014.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
***Pledge of Compliance***

The City of San Diego has adopted a Contractor Standards Ordinance, codified in San Diego Municipal Code § 22.3004. The intent of the Contractor Standards Ordinance 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 City Manager in making this determination and to fulfill the requirements of §22.3004(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

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

**A. PROJECT TITLE:**

STATE LEGISLATIVE LOBBYING AND CONSULTING.

**B. BIDDER/CONTRACTOR INFORMATION:**

<u>PLATINUM ADVISORS LLC</u>			
Legal Name		DBA	
<u>1215 K STREET, 1150</u>	<u>SACRAMENTO</u>	<u>CA</u>	<u>95814</u>
Street Address	City	State	Zip
<u>MARC GARCIA, ADVISOR</u>	<u>916.443.8891</u>		
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

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

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

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

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

Is your firm a publicly traded corporation? Yes  No

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

**Limited Liability Company** Date formed: 8/25/98 State of formation: CA

List names of members who own five percent (5%) or more of the company:  
Darius Anderson  
Sarah Anderson  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

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

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

Yes  No

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

2. In the past five (5) years, has your firm been denied bonding?

Yes  No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes  No

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

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

Yes  No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?

Yes  No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?

Yes  No

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

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited

to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes

No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

Yes

No

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

#### H. BUSINESS INTEGRITY:

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

Yes

No

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

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

Yes

No

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

#### I. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

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

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code § 22.3004:

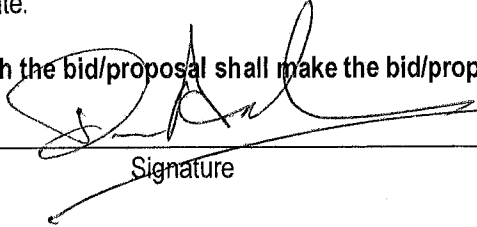
- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the City within fifteen (15) calendar days upon receiving notification that a government 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 City 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 City updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the City 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 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.**

DARLUS ANDERSON, LEO  
Print Name, Title

  
Signature

5/19/14  
Date



Office of the City Treasurer  
**Business Tax Online Application**

**Successful Payment Receipt**

Please print this receipt for your records

Remittance ID: BTAX198696  
Received: May 14, 2014 03:58PM PDT  
Business Name: Platinum Advisors LLC  
Amount: \$52.00  
Transaction Type: Authorization and Capture  
Card Information: Visa  
DARIUS ANDERSON  
\*\*\*\*\*2499  
Billing Information: Address Line 1: 1215 K Street, Suite 1150  
Country: United States  
City: SACRAMENTO  
State: California  
ZIP Code: 95814

Your payment request has been submitted. Thank you for your payment. Please print this page for your records.

[Close Window](#)

Payments processed after 4:30 PM (PST) will post the following business day; any penalties accrued during this time may apply.



## Office of the City Treasurer Business Tax Online Application

You are logged in as: Darius Anderson

[Log In as a Different User](#)

[Log Out](#)

### Your Business Tax Applications

#### [Apply for a Business Tax Certificate](#)

To register for a new Business Tax Account click the "Apply for Business Tax Certificate" button located above. Your online Business Tax application will be accepted once all required information and payment is received. A City of San Diego Business Tax Certificate will be mailed within two weeks. Issuance of a Business Tax Certificate shall not be construed to authorize the conduct or continuance of any illegal or unlawful business or of any business for which a County or State license or permit is required by law.

In the box below you will find your previously created Business Tax accounts along with the current status. An account with an "Approved" status has met all Business Tax requirements and a Certificate has or will be issued. Accounts with the "Pending" status still require approval by the Business Tax Division and may possibly require additional information. Accounts with an "In Progress" status have not been completed by the applicant and can be updated by clicking on the character in the edit column. Please contact the Business Tax Division at (619) 816-1500 with any questions.

#### Business Tax Applications 1 item

Reference #	Doing Business As Name	Submit Date	Status	Edit	Delete
190078	Platinum Advisors LLC	05/14/2014	PENDING		

**VII. FORMS**

**PROPOSER'S REFERENCES**

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

**REFERENCES**

**Company Name:** County of San Bernardino      **Contact Name:** Mr. Josh Candelaria  
**Address:** 385 North Arrowhead Ave.      **Phone Number:** (909) 387-4821  
San Bernardino, CA 92415      **Fax Number:** \_\_\_\_\_  
**Dollar Value of Contract:** \$ 18,200 per month      **Contract Dates:** January 2003 - present  
**Requirements of Contract:** General lobbying and consulting, as well as grant development

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**Company Name:** United Parcel Service (UPS)      **Contact Name:** Bruce Mac Rae  
**Address:** 1331 South Vernon St.      **Phone Number:** (714) 999-6308  
Anaheim, CA 92805      **Fax Number:** \_\_\_\_\_  
**Dollar Value of Contract:** \$ 15,000 per month      **Contract Dates:** June 1999 - present  
**Requirements of Contract:** General lobbying

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**Company Name:** Golden Gate Bridge      **Contact Name:** Denis Mulligan  
**Address:** Golden Gate Bridge Toll Plaza      **Phone Number:** (415) 923-2203  
San Francisco, CA 94129      **Fax Number:** \_\_\_\_\_  
**Dollar Value of Contract:** \$ 6,000 per month      **Contract Dates:** December 2008 - present  
**Requirements of Contract:** General lobbying and state budget

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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 bid. NOTE: Add additional pages if necessary.

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**Company Name:** Topp Strategies                      **Contact Name:** Moira Topp  
**Address:** 1215 K St., Ste. 1150                      **Phone Number:** (916) 930-7197  
Sacramento, CA 95814                      **Fax Number:** \_\_\_\_\_  
**Percentage of dollars of the sub compared to total contract value:** 40 %  
**What portion of work will be assigned to this subcontractor:** Contract lead, water issues  
and state budget issues

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Percentage of dollars of the sub compared to total contract value:** \_\_\_\_\_ %  
**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Percentage of dollars of the sub compared to total contract value:** \_\_\_\_\_ %  
**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

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# CITY OF SAN DIEGO

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

Proposal No. 10046490-14-C **REQUEST FOR PROPOSAL**

Closing Date: May 19, 2014  
@ 4:00 p.m. P.T.

Furnish the City of San Diego with **State Legislative and Executive Branch Consulting Services and Representation** as may be required for a period ending September 30, 2016 with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications and requirements.

**Tentative Oral Presentation:** June 9, 2014 at 9:30 a.m. PT at City of San Diego, Purchasing & Contracting Department located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. (See Section II, paragraph M)

Company \_\_\_\_\_  
Federal Tax I.D. No. \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-Mail \_\_\_\_\_

Contact Name \_\_\_\_\_  
[PRINT OR TYPE]  
Title \_\_\_\_\_  
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.

**The City's Standard Payment Terms are Net 30 Days.**  
Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

**This cover page must be completed and submitted as part of your Proposal.**  
**ONLY PROPOSALS WITH AN ORIGINAL SIGNATURE WILL BE ACCEPTED.**

*\*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.*

**\*Signature of Authorized Representative/Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:**  
**Karan Wolff/ylk, Principal Procurement Specialist**  
Phone: (619) 236-7131 E-mail: [KWolff@sandiego.gov](mailto:KWolff@sandiego.gov)

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

### **A. BACKGROUND**

The City of San Diego (City) contracts with government relations professionals to ensure that the City maintains a high level of effective advocacy before the Executive and Legislative Branches of the State government. The Legislative Representative shall work under the policy direction of the Mayor and be administratively responsible to his/her designee. The Proposer shall be required to work with multiple City departments as deemed necessary to implement the City's agenda.

This Request for Proposal (RFP) is being issued in order to solicit Proposals from qualified Proposers to provide State Legislative and Executive Branch Consulting Services and Representation, with particular emphasis on preservation of local control and funding opportunities, including bond measures and other State grants, for the City of San Diego.

Interested parties who have successfully demonstrated an ability to perform Consulting work for a city or public agency of similar size and have a proven record of success in securing funding and achieving legislative objectives are invited to submit a Response to this Request for Proposal (RFP).

### **B. SCOPE OF WORK**

The principal responsibility of the Consultant shall be achieving State funding and other legislative priorities for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City. See Section IV, Specifications for the requirements.

### **C. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer that delivers State Legislative and Executive Branch Consulting Services and Representation, which represents best overall value to the City meeting the specifications and requirements of this RFP.

### **D. TERMS AND DEFINITIONS**

The following specific terms and definitions are used herein:

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

4. Contractor: A supplier of goods and services. A reference to a supplier of product or service. Also known as Vendor, Proposer, Bidder, or Consultant. These names may be interchangeably used throughout the RFP.
5. Notice to Proceed: A written notification from the City to the successful Bidder or Contractor stating that there is an award of Contract in accordance with the a Bid or Proposal previously submitted, and that effective with receipt the Contractor shall proceed with performance; allows work to start.

## II. RFP PROCESS

### A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the City's third party website, must register with Onvia DemandStar to receive any addenda that may be issued in connection with this RFP.

### 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 Principal Procurement Specialist. Requests for clarification or additional information must be made in writing to the Principal Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. P.T. on April 28, 2014. Such requests should contain the following: "QUESTIONS: 10046490-14-C". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail questions to Karan Wolf at [KWolff@sanidiego.gov](mailto:KWolff@sanidiego.gov) and Viviana Hening at [VHening@sanidiego.gov](mailto:VHening@sanidiego.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 through Onvia DemandStar.

### C. SUBMISSION OF PROPOSALS

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

- b. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
- c. Cover page of this RFP signed by a person duly authorized to commit successful Contractor to the Contract;
- d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
- e. Separated into Technical and Price Proposal Volumes; and
- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original, one (1) digital copy (PDF) and five (5) copies of the Technical Volume plus one (1) original, one (1) digital copy (PDF) 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.

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

F. ECONOMY OF PREPARATION

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

G. TWO (2) VOLUME PROPOSALS

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

1. Volume I – Technical Proposal

a. Executive/Management Summary

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

b. Section IV, Specifications

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

Proposers are urged to read this RFP 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.

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.

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.

a. Completion and Signing of the RFP Cover Page

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

Price Proposal Pages

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

b. Additional Submittals/Forms

- (1) Proposer's References (use form provided in this RFP).
- (2) Proposer's Statement of Financial Responsibility as specified in Section II, paragraph L (use form provided in this RFP).
- (3) Proposer's Statement of Subcontractors (use form provided in this RFP).
- (4) Statement of Economic Interest (as specified in Section II, paragraph H, Form and instructions at <http://www.fppc.ca.gov/index.php?id=5000>).
- (5) American with Disabilities Act (ADA) Certification (use form provided in this RFP).
- (6) Equal Benefits Ordinance Certification of Compliance (use form provided in this RFP).
- (7) Contractor Standards: This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP. The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.
- (8) Pre-Award Survey/List of References/List of Subcontractors.
- (9) Contractor's Cover Sheet.
- (10) Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters.
- (11) Declaration Regarding Information Requested Under The California Public Records Act.
- (12) Proof of Insurance.

- (13) Criminal Background Certification.
- (14) Affidavit for Contractor/Vendor.
- (15) Conflict of Interest Disclosure Statement.
- (16) Drug Free Workplace Contractor Certification.

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance Requirements as specified in Section III, paragraph B.
2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
3. License as specified in Section III, paragraph M, if not currently on file.
4. In order to prevent potential or perceived conflicts of interest among Proposer personnel, the Contractor shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract. Please visit the link for the form and instructions at <http://www.fppc.ca.gov/index.php?id=5000>.

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

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

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

**K. TECHNICAL EVALUATION**

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

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

1. Qualifications and Experience. (45 points)
2. Executive/Management Summary and Specifications. (35 points)
3. Past performance as indicated by references. (20 points)
4. Equal Opportunity Contracting Program. (25 points)
5. Optional Oral Presentation as specified in paragraph M. (20 points)

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

**L. PRICE EVALUATION**

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. The cost of the Proposal will be evaluated for 20 points.

Evaluation of Pricing

The lowest total estimated Contract price for all of the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Section II, paragraph L of this RFP. The other Price Schedules will be scored based on how much higher their total estimated Contract prices compare with the lowest.

$$\left(1 - \frac{(\text{Contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated Contract price of all Proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total estimated Contract price of another Proposal is \$105 and the maximum allowable points is 60 points, then that Proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or zero (0) points (the score cannot be a negative number). The City will perform this calculation for each Proposal.



Proposers are required to submit, with their price Proposal, a Statement of Financial Responsibility as specified in Section II, paragraph G, item 2b. 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. These documents may be relied on in further determining Proposers' financial responsibility.

#### M. ORAL PRESENTATIONS

Optional Oral Presentation: Interviews and/or oral presentations from Contractors may be required. Interviews and/or oral presentations will be conducted only if one or more Proposals score within ten (10) points or less of the Proposal with the highest score. Only the Proposer with the highest scoring Proposal and those Proposers scoring within ten (10) points or less of the highest scoring Proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the City Evaluation Committee, or its designated representatives, in order to clarify the Proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. Prior to any oral interview, the City will have completed all reference checks. 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 assess their expertise. If the City determines that such oral presentation and interview of the key personnel is needed, the City will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) 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.

The optional oral presentations for this solicitation will be held at:

- Purchasing & Contracting Department  
Conference Room 1  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

Date and Time is as specified on the Request for Proposal Cover Page.

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. CONFIDENTIALITY OF SERVICES

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

P. 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.

Q. 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.

R. 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.

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.

S. 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.

### III. SPECIFIC PROVISIONS

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

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

#### B. INSURANCE REQUIREMENTS

All shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**9.1 Types of Insurance.** At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

**Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Commercial Automobile Liability.** For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**Workers' Compensation.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable State or Federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**Professional Liability.** The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) 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 winning 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 this RFP.

**9.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

**9.3 Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**9.4 Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

### **Commercial General Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

### **Automobile Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

### **Worker's Compensation Insurance Endorsements**

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**9.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**9.6 Additional Insurance.** The Contractor may obtain additional insurance not required by this Agreement.

**9.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

C. GENERAL PROVISIONS

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

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

D. QUANTITIES

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

E. INDEPENDENT CONTRACTOR

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

F. SUBCONTRACTING

The successful Proposer may propose to partner or subcontract part of the work to be performed pursuant to this Request for Proposal.

G. DELAYS AND EXTENSIONS OF TIME

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

H. SUSPENSION OF WORK

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

I. QUALITY ASSURANCE MEETINGS

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

J. INSPECTION, ACCEPTANCE, AND PAYMENT

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

K. POST AWARD KICK-OFF MEETING

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



L. CONFLICT OF INTEREST; REPRESENTATION OF OTHER CLIENTS

The Legislative Representative shall have no interest in other projects or independent Contracts that conflict in any manner with the interests of the City. The Legislative Representative, and each principal thereof, will file with the City an annual Conflict of Interest Disclosure Statement.

1. The City recognizes and acknowledges that the Contractors presently represent clients other than the City and may, during this Contract, render services as registered lobbyists for other organizations, individuals and entities.
2. Contractors shall not, during the term of this Contract, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. Contractors further agree that no representatives of the joint venture firms shall, during the term of this Agreement, represent any client before the City Council on issues deemed by the Office of the Mayor to be in conflict with the City's interests.
3. In the event that, during the term of this Contract, Contractors desire to undertake governmental advocacy on behalf of another organization or entity, the Contractors shall give the Office of the Mayor written notice of such proposed employment, for the purpose of determining potential conflicts of interests. The notice shall specify the name and address of the organization or entity being represented, and the scope of work to be undertaken on their behalf. All information received by the Office of the Mayor shall be treated in confidence, as the Contractors' trade secret, and shall be returned to the Contractors upon making a determination as to the presence or absence of a conflict.
4. If the Mayor determines that a conflict exists because of the new representation under (c), the Contractors shall not represent the subject organization, individual, or entity with respect to those issues or interests determined by the Mayor to conflict with the interests of the City, except as set forth in this paragraph (d). The Mayor shall notify the Contractors of this determination within a reasonable time, not to exceed ten (10) working days from receipt of the notice from the Contractors. Contractors shall not therefore accept any such proposed representation, unless the City's consent is obtained, provided, however that such consent shall not be unreasonably withheld. In the event that the proposed representation raises a conflict as to some, but not all, issues or interests of the City, the City's consent to the representation may be limited so as to exclude the issues presenting the conflict, and Contractors shall not thereafter represent the other party as to any issues excluded from the scope of the City's consent.
5. During the term of this Contract, the Mayor may determine that a conflict exists between the Contractors' representation of the City, on the one hand, and the Contractors' representation of another previously existing client organization, entity or individual on the other hand, with respect to a particular matter. If the Mayor makes this determination, Contractors will retain, at Contractors' expense,

a qualified Legislative Representative approved by the Mayor, to represent the City on the matter which is the source of the conflict.

6. Pursuant to and in compliance with the City's Conflict of Interest Code for the Office of the Mayor, the Contractors shall complete and file an annual disclosure of all other clients represented by the Contractors as of the date of the disclosure statement.

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/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500. The City requires that each Contractor 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 Bid being declared non-responsive and rejected.

N. AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act (ADA) Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

O. EQUAL BENEFITS

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

In accordance with the EBO, Contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the Contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

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

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

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

#### **IV. SPECIFICATIONS**

##### **A. CORE REQUIREMENTS AND DELIVERABLES**

The principal responsibility of the Consultant shall be achieving State funding and other legislative objectives for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City.

In cooperation with the Office of the Mayor and other appropriate City departments, the Legislative Representative shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:

1. Bond allocations, grants and other funding opportunities;
2. Community and Economic Development;
3. Bi-national issues;
4. Municipal Revenues and Operations;
5. Affordable Housing, Neighborhood Services, and Homelessness;
6. Infrastructure and Public Works;
7. Public Safety and Homeland Security;
8. Stormwater; and
9. Water and Wastewater, including recycled water and energy management.

In fulfillment of the work plans, the Legislative Representative(s) shall provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with the Governor and elected representatives and staffpersons, State agencies, boards, commissions and legislative and regulatory bodies.
2. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
  - a. Grants and other funding opportunities for proposed City projects;
  - b. Existing and proposed State laws and regulations that affect City interests;
  - c. Reports on, and testimony from, legislative hearings;

- d. The development and progress of State issues affecting specified City interests;
- e. State agency and department regulations, guidelines, directives, and other instruments of administrative policy;
- f. Technical reports and memoranda affecting City operations and fiscal conditions;
- g. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
- h. Coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
- i. Providing monthly reports for distribution to City Council describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for State Legislative and Regulatory Activities;
- j. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

The Legislative Representative shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on the City's behalf must be provided to the City.

**B. QUALIFICATION, EXPERIENCE**

To enable the City to evaluate the qualifications and experience of the Proposer(s) please provide the following information:

1. Ability to perform comparable work for a city or agency of similar size.
2. Proposer(s) should include their expertise in State Executive and Legislative Branch processes and issues and experience in State legislation, budgeting, appropriations, and grants.
3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account

management as well as for each of the areas identified under Section IV, paragraph A, items 1-9.

4. Provide three (3) to five (5) examples of the Respondent's experience and success in achieving funding, legislative, and regulatory objectives in each of the areas identified under Section IV, paragraph A, items 1-9. The City is especially interested in examples that demonstrate the Respondent's proactive approach to securing funds for clients and the Respondent's focus on long-term, strategic thinking.
5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.
6. Provide an analysis of no more than three hundred fifty (350) words that outlines what the firm believes will be the key strategic opportunities for local government between July 1, 2014 and September 30, 2016 and how best to maximize those opportunities.

C. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers are encouraged to identify at least one current and one past client in each category identified under Section IV, paragraph, items 1-9. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience in providing State Legislative and Executive Branch Consulting Services and Representation with particular emphasis on securing funding will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

D. CITY'S RESPONSIBILITIES

None.

E. OPTIONAL CONSULTING SERVICES

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

F. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a Contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. A revised

schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

G. REQUIRED REPORTS

Contractors shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of this Agreement that may, at the City's option, result in immediate termination of the Agreement

H. REGISTERED LOBBYIST

The Proposer(s) shall submit verification, if required by applicable City, State or Federal laws, that the Proposer(s) is a registered lobbyist.

I. AGREEMENT

Successful proposer will be required to sign of fon subject agreement for award of contract. Subject template, included in forms section of this solicitation as Exhibit - Agreement, illustrates the base document which may be revised to incorporate specific requirements of each individual solicitation.

**V. PRICING SUBMITTAL**

**A. PRICE PROPOSAL PAGES - INSTRUCTIONS**

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

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. 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. OPTION TO RENEW**

The City reserves the option to renew the Contract for two (2) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the Contract period. Either the City or the Contractor may decline to confirm the renewal of the Contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the Contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.



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

C. PRICING FOR OPTIONAL CONSULTING SERVICES

Pricing for optional consulting services will not be included in the evaluation of this RFP. 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 for the period through September 30, 2016 with options to renew for two (2) additional one (1) year periods. Expenses will be reimbursed by the City on the basis of fairness, reasonableness, and expenses considered customary by the City. All reimbursable expenses shall be approved by the City in advance.

**VI. PRICING PAGES**

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

Monthly retainer \$ \_\_\_\_\_ x 24 months = \$ \_\_\_\_\_

Payment to be made in arrears for services rendered.

**VII. FORMS**

**PROPOSER'S REFERENCES**

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

**REFERENCES**

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

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

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

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

**Requirements of Contract:** \_\_\_\_\_

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

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

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

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

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

**Requirements of Contract:** \_\_\_\_\_

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

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

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

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

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

**Requirements of Contract:** \_\_\_\_\_

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

**PROPOSER’S STATEMENT OF 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: \_\_\_\_\_

**PROPOSER'S STATEMENT OF SUBCONTRACTORS**

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

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Percentage of dollars of the sub compared to total contract value:** \_\_\_\_\_%

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

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Percentage of dollars of the sub compared to total contract value:** \_\_\_\_\_%

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

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Percentage of dollars of the sub compared to total contract value:** \_\_\_\_\_%

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

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**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE  
CERTIFICATION**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-04 regarding the American With Disabilities Act (ADA) outlined in Section I “American with Disabilities Act Certification”, of the Contract, and that;

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(Name under which business is conducted)

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

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**City of San Diego**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

The City of San Diego has adopted a Contractor Standards Ordinance, codified in San Diego Municipal Code § 22.3004. The intent of the Contractor Standards Ordinance 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 City Manager in making this determination and to fulfill the requirements of §22.3004(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

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

**A. PROJECT TITLE:**

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**B. BIDDER/CONTRACTOR INFORMATION:**

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

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

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

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

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

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

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

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

**Limited Liability Company** Date formed: \_\_\_ / \_\_\_ / \_\_\_ State of formation: \_\_\_\_\_

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

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

**Partnership** Date formed: \_\_\_ / \_\_\_ / \_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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

**Sole Proprietorship** Date started: \_\_\_ / \_\_\_ / \_\_\_

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

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

**Joint Venture** Date formed: \_\_\_ / \_\_\_ / \_\_\_

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

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



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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

**Yes**                      **No**

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

2. In the past five (5) years, has your firm been denied bonding?

**Yes**                      **No**

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes**                      **No**

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

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

**Yes**                      **No**

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

**Yes**                      **No**

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?

**Yes**                      **No**

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?

**Yes**                      **No**

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

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited

to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

**Yes**                      **No**

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

- 2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

**Yes**                      **No**

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

**H BUSINESS INTEGRITY:**

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

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

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code § 22.3004:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the City 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 City within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).



**City of San Diego**  
**CONTRACTOR STANDARDS**  
***Pledge of Compliance Attachment "A"***

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

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

\_\_\_\_\_

Print Name, TitleSignatureDate

### PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

**SOLICITATION NUMBER:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

1. Name your principal financial institution for financial reference:

Name of Bank: \_\_\_\_\_

Point of Contact \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

I authorize the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Contractor's Signature (Date)

\_\_\_\_\_  
Name (typed or written)

2. State your firm's average receipts over the past 3 years: \$ \_\_\_\_\_
3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name?  
\_\_\_\_\_ years.

5. How many people are currently employed by your firm? \_\_\_\_\_
6. Has your firm failed to complete a contract? Yes \_\_\_\_ No \_\_\_\_ (check one)

If yes, give details

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7. **REFERENCES AND RELATED WORK PRODUCT SAMPLES**

The List of References form is required to be completed as reflected in Section K. Proposers and Subcontractors of Proposer are required to provide a minimum of four (4) references to demonstrate successful performance for work of similar size and specific scope of work per component specific for Proposal submittal as specified in this Contract during the past five (5) years. The name of the project and the dollar amount of the Contract shall be provided for each listed reference along with contact information. Proposers and Subcontractors of Proposer must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience working with government agencies and working cooperatively with other companies/agencies/entities will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

Proposer and Subcontractor of Proposer are required to provide for each reference submitted, graphic samples of each campaign, promotion, report and/or other written materials. Samples must include associated imagery, verbiage, protocols, etc. and results of the efforts, such as Return on Investment (ROI) and/or increased visibility by the target audience, supported by assessment methods or research, if available. A minimum of one (1) sample per reference is required; not to exceed two (2) samples per reference. Work Samples may be submitted as hardcopy documents or on a CD or USB Flash Drive in PDF format. Work Samples must be submitted with the original proposal and with each of the five (5) copies of the proposal required to be submitted.

**LIST OF REFERENCES (Circle One: Primary Contractor / Subcontractor)**

**Subcontractor Name:** \_\_\_\_\_

Reference #1

Name of Entity:

Contact Person:

Phone No:

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

Contract Dates:

Requirements of the Contract:

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Reference #2

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

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Reference #3

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

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Reference #4

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

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### CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: \_\_\_\_\_
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_; A Corporation \_\_\_; Partnership \_\_\_ or Joint Venture \_\_\_\_.  
(If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
  - a. If incorporated, existing under the laws of the State of: \_\_\_\_\_.
  - b. Date of incorporation: \_\_\_\_\_
3. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: \_\_\_\_\_. Data Universal Numbering System (DUN & BRADSTREET) Number: \_\_\_\_\_.
4. Office which will be responsible for providing the City of San Diego the specified services:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person/Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_
5. Name, title, and signature of individual duly authorized as representative to execute contracts:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_
6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there is a mistake in the offer.
  - 7a. The undersigned further understands that the contents within this solicitation will become a part of the Contract when awarded to the above named Propose Firm.
  - 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.



- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. ARE  ←checking this box means you are presently debarred, etc., ARE NOT  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. HAVE  ←checking this box means you have been convicted, etc., HAVE NOT , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. ARE  ←checking this box means you are presently indicted, etc., ARE NOT  presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor HAS  ←checking this box means you have defaulted on contracts, HAS NOT , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such

additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

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Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**DECLARATION REGARDING INFORMATION REQUESTED  
UNDER THE CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date

## **PROOF OF INSURANCE**

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## **CRIMINAL BACKGROUND CERTIFICATION**

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

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Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**AFFIDAVIT FOR CONTRACTOR/VENDOR**

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): \_\_\_\_\_

Signature: \_\_\_\_\_

(Must be signed by President or Vice President)

Position: \_\_\_\_\_

Firm: \_\_\_\_\_



## DRUG-FREE WORKPLACE

### A. GENERAL

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

### B. DEFINITIONS

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

### C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

**BID NUMBER:**

**PROJECT TITLE:** \_\_\_\_\_

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

\_\_\_\_\_

(Name under which business is conducted)

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

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT

### EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

#### CONSULTANT CONTRACTOR REQUIREMENTS

##### I. City's Equal Opportunity Commitment.

The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Contractors doing business with the City. The City encourages its Contractors to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. ***Failure to submit the required EOCP documentation indicated below will result in a determination of the Contractor being non-responsive.***

##### II. Definitions.

**Minority Business Enterprise (MBE):** 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.

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

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

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

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

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the city manager, and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBES on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the city manager, and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBES on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a disabled veteran business enterprise by the state of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Local Business Enterprise (LBE):** a firm having a principal place of business and a significant employment presence in San Diego County, California that has been in operation for twelve (12) consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Principal Place of Business:** a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a firm's total number of employees are domiciled in San Diego County.

**Commercially Useful Function:** an SLBE-ELBE performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE-ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are

passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

### **III. Nondiscrimination in Contracting Ordinance.**

All Contractors doing business with the City, and their Subcontractors, must comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code Sections 22.3501 through 22.3517.

- A. Bid or Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Contractor shall provide (Attachment AA) to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor 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. Nondiscrimination in Contracting. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in opportunities. Contractor 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.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- C. Contract Disclosure Requirements. Upon the City's request, Contractor 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 Contractor has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Contractor 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 Contractor up to and including contract termination, debarment and other sanctions.

### **IV. Equal Employment Opportunity Outreach Program.** Contractors shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707.

- A. Nondiscrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractors shall

ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its Subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- B. Work Force Report. Contractors shall submit with their bid or proposal a Work Force Report (Attachment BB) for approval by the City. If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity (EEO) Plan to the City for approval.

V. **Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for Consultant Contracts. SLBE program requirements for Consultant Contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
  - a. 20% participation – 5 points
  - b. 25% participation – 10 points
  - c. SLBE or ELBE as prime contractor – 12 points
2. All goods or services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of twenty percent (20%). For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

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

- C. Commitment Letters. Contractor 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.

## VI. Demonstrated Commitment to Equal Opportunity.

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Contractors are required to submit the following information with their bid or proposal:
1. **Past Participation Levels (5 Points).** Listing of Contractor's Subcontractor participation levels (Attachment DD) achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise. To receive points, provide valid proof of certification.
  2. **Equal Opportunity Employment (5 Points).** Provide detailed written narrative of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.
  3. **Community Activities (3 Points).** Provide detailed written narrative of Contractor'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, the City will consider the four factors described above as part of the RFB or RFP evaluation process.

## VII. Certification.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE. For additional information go to:  
[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)
- B. Current MBE or WBE certification from the California Public Utilities Commission. For additional information go to:  
<http://www.cpuc.ca.gov/PUC/SupplierDiversity/CertInfo.htm>;



- C. Current MBE certification from the San Diego Regional Minority Supplier Diversity Council. For additional information go to: [www.supplierdiversitysd.org](http://www.supplierdiversitysd.org);
- D. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (619) 322-5060 or go to their link at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- E. Current certification by the City of Los Angeles as DBE, WBE or MBE. For additional information go to: [http://bca.lacity.org/index.cfm?nxt\\_body=tutorials\\_c.cfm](http://bca.lacity.org/index.cfm?nxt_body=tutorials_c.cfm)
- F. Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFB or RFP.

### **VIII. Contract Records and Reports.**

- A. The Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
- B. The Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.
- C. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with Prism®, the City's web-based contract compliance portal at: <https://pro.prismcompliance.com/>

The City may not award the contract until registration of all subcontractors and Suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible Proposer.

- D. The Contractor must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:
  - 1. Monthly Employment Utilization. You and your Subcontractors and Suppliers must submit Monthly Employment Utilization Reporting by the fifth (5<sup>th</sup>) day of the subsequent month.
  - 2. Monthly Invoicing and Payments. You and your Subcontractors and Suppliers must submit Monthly Invoicing and Payment Reporting by the fifth (5<sup>th</sup>) day of the subsequent month.

3. To view our online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismcompliance.com/etc/vendortutorials.htm>

Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both.

**IX. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report
- CC. Subcontractors Participation List
- DD. Subcontractors Past Participation List

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**USE ADDITIONAL FORMS AS NECESSARY**



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

**BB. 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 for 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)

\_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature)

**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														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

**Exhibit: Work Force Report Job categories**  
Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and

Equal Opportunity Contracting

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

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

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

## **Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers





**DD. SUBCONTRACTOR PAST PARTICIPATION LIST**

NAME OF CONTRACT/PROJECT: \_\_\_\_\_

TYPE OF CONTRACT/PROJECT: \_\_\_\_\_ DOLLAR VALUE OF CONTRACT/PROJECT: \_\_\_\_\_

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE /MBE/WBE/DBE/ DVBE/OBE	* WHERE CERTIFIED

\* Contractor must indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment and must include a valid proof of certification with RFP/RFB.



**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO**

**AND**

**[INSERT CONSULTANT NAME]**

**FOR**

**[INSERT DESCRIPTION OF SERVICES]**

**CONTRACT NUMBER: [INSERT CONTRACT NUMBER]**

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Exhibit F Acknowledgment of California Public Records Act

Exhibit G American with Disabilities Act (ADA) Compliance Certification

Exhibit H Consultant Award Tracking Form

**AGREEMENT BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND [INSERT CONSULTANT NAME]**  
**FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and [Insert Consultant Name] (Consultant), also referred to individually as “Party” and collectively as the “Parties,” for Consultant to provide services to City for [Describe Services] (Project).

**ARTICLE I**

**CONSULTANT SERVICES**

**1.1 Scope of Services.** Consultant shall perform the services set forth in the written Scope of Services as shown in Exhibit A (Services) at City’s direction.

**1.2 Competitive Bidding.** If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding.

**ARTICLE II**

**DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of Services or [Insert Date], whichever is the earliest, and may not exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement unless otherwise specified in this Agreement. The time for performance of the Services is set forth in the Time Schedule (Exhibit C).

**2.3 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to City. The termination of the Services shall be effective upon receipt of the notice by Consultant.

**2.4 City's Right to Terminate for Default.** Consultant’s failure to satisfactorily perform any obligation required by this Agreement, including compliance with Exhibit C,

constitutes a default. If Consultant fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. City's rights and remedies enumerated in this section are cumulative and shall not limit, waive, or deny any of City's rights under any other provision of this Agreement, nor does this section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to City against Consultant.

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** City shall pay Consultant for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, as described in the Compensation and Fee Schedule, attached hereto as Exhibit B, for a total contract amount not to exceed [**Insert Dollar Amount**].

**3.2 Additional Services.** City may require that Consultant perform additional Services beyond those described in Exhibit A (Additional Services). City and Consultant must agree in writing upon a fee for any Additional Services to be performed, including reasonably related expenses, consistent with Exhibit B and section 3.3, below.

**3.3 Manner of Payment.** For the duration of this Agreement, Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in Exhibit B. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with Exhibit B. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information required by City, including, but not limited to, the progress percentage of Services and/or deliverables completed prior to the invoice date. City will pay undisputed portions of invoices within thirty (30) calendar days of receipt.

**3.4 Electronic Payment.** Consultant may receive payments electronically instead of by check. Information and forms are available at <http://www.sandiego.gov/purchasing/vendor>.

**3.5 Eighty Percent Notification.** Consultant shall promptly notify City in writing of any potential cost overruns including, but not limited to, the following: (i) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement, or (ii) where the total cost for performance of the Services may be greater than the maximum compensation for this Agreement.

### ARTICLE IV

#### CONSULTANT'S OBLIGATIONS

**4.1 Industry Standards.** Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other City representatives is required, such approval is general only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

**4.2 Maintenance of Records.** Consultant shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Services throughout the performance of the Services and for a period of five (5) years following completion of Services. Consultant further agrees to allow City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times at no charge to City and upon reasonable notice to Consultant of intent to inspect, copy, and audit.

**4.3 Insurance.** Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, City reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

Further, Consultant shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, Consultant shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1 million** per occurrence and subject to an annual aggregate of **\$2 million**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of Consultant's automobiles including owned, hired and non-owned automobiles, Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version



of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **\$1 million** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.3.1.3 Workers' Compensation.** For all of Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of **\$1 million** of employers' liability coverage, and Consultant shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Professional Liability.** For all of Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect coverage for professional liability with a limit of **\$1 million** per claim and **\$2 million** annual aggregate. Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase City's exposure to loss.

#### **4.3.2 Deductibles.**

All deductibles on any policy shall be the responsibility of Consultant and shall be disclosed to City at the time the evidence of insurance is provided.

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

**4.3.3.2** City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to City before any work is initiated under this Agreement.

##### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed

to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Consultant.

#### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** City reserves the right, from time to time, to review Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to City. City will reimburse Consultant for the cost of the additional premium for any coverage requested by City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Drug-Free Workplace.** Consultant agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, incorporated into this Agreement by this reference. Consultant shall certify that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit D).

#### **4.5 Non-Discrimination Requirements.**

##### **4.5.1 Compliance with City's Equal Opportunity Contracting Program.**

Consultant shall comply with City's Equal Opportunity Contracting Program Consultant Requirements. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant shall provide equal opportunity in all employment practices. Consultant shall ensure that its subcontractors comply with City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold Consultant liable for any discriminatory practice of its subcontractors.

**4.5.2 Non-Discrimination Ordinance.** 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 subcontractor 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, and other sanctions. This language shall be in contracts between Consultant and any subcontractors, vendors, and/or suppliers.

**4.5.3 Compliance Investigations.** Upon City's request, Consultant agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and/or suppliers that Consultant has used in the past five 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 City pursuant to City's Nondiscrimination in Contracting Ordinance as described in San Diego Municipal Code (SDMC) 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 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 Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.5.4 ADA Certification.** As evidenced in Exhibit G, Consultant certifies that it agrees to comply with City's Americans with Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference.

**4.6 Conflict of Interest.** Consultant is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in SDMC sections 27.3501 through 27.3595.

## **ARTICLE V**

### **INDEMNIFICATION**

**5.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including, but not limited to, claims asserted or costs, losses, attorneys' fees, or payments for injury to any person or property caused or claimed to be caused by Consultant's acts or omissions, or those of Consultant's employees, agents, and/or officers, arising out of any services performed under this Agreement, Consultant agrees to defend, indemnify, protect, and hold harmless City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of Consultant, its employees, agents or officers, or any third party. Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers, or employees.

## ARTICLE VI

### MISCELLANEOUS

**6.1 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**6.2 Independent Contractors.** Consultant and any subcontractors employed by Consultant shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Consultant shall follow City's direction concerning the end results of the performance.

**6.3 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including SDMC section 22.3019 relating to the payment of prevailing wages, which is in effect on January 1, 2014. In addition, Consultant shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**6.4 Jurisdiction and Venue.** The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

**6.5 Conflicting Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**6.6 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to City shall be addressed to: **[Insert Position Title, City of San Diego and Address]**, and notice to Consultant shall be addressed to: **[Insert Consultant Name and Address]**.

**6.7 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**6.8 Ownership of Documents.** Once Consultant has received any compensation for Services performed under this Agreement, all documents, including, but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications, prepared in connection with or related to the Services, shall be City's property.

**6.9 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**6.10 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance (EBO) codified in SDMC sections 22.4301 through 22.4308. All Consultants are required to complete the EBO Certification of Compliance included herein.

In accordance with the EBO, Consultant must certify it will provide and maintain equal benefits for the duration of the contract. Failure to maintain equal benefits is a material breach of the contract. Consultant must notify employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

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

Consultant also must give City access to documents and records sufficient for City to verify Consultant is providing equal benefits and otherwise complying with EBO requirements.

**6.11 Public Records.** This Agreement is public document subject to the California Public Records Act, and may be subject to public review (see Exhibit F).

*The remainder of this page has been intentionally left blank*

IN WITNESS WHEREOF, this Agreement is executed by City and Consultant acting by and through their authorized officers.

[INSERT NAME OF CONSULTANT]

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Proposal No. 10046490-14-C

**SCOPE OF SERVICES**

**COMPENSATION AND FEE SCHEDULE**



**TIME SCHEDULE**

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** \_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am familiar with the requirement 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 Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

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

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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**REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date

**CONSULTANT CERTIFICATION**

---

**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**PROJECT TITLE:** \_\_\_\_\_

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American with Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

---

(Name under which business is conducted)

has in place 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 the policy as outlined.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: \_\_\_\_\_ Department Name: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Appropriate approval authority:

- Mayoral Action PA-2625
 Mayoral Action 1544
 Council Action 1472
 Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract: \$ \_\_\_\_\_

I hereby certify that I am an authorized representative of:

\_\_\_\_\_  
(Name of Firm)

and that I have read and understand this form this \_\_\_\_\_ day of \_\_\_\_\_ - \_\_\_\_\_  
(Day) (Month) (Year)

By \_\_\_\_\_  
(SIGNATURE of Authorized Representative) (PRINTED name of Authorized Representative)