

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007268	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Office of the Mayor		DATE: 8/27/2014	
SUBJECT: Authorization to execute an Agreement for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP.					
PRIMARY CONTACT (NAME, PHONE): Kristin Tillquist, 6192366597			SECONDARY CONTACT (NAME, PHONE): Almis Udrys, 6192365929		
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	\$121,500.00	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 \$13,500.00 over the course of the first 12 months. City shall pay Consultant a monthly retainer of \$14,000.00 over the course of the remaining 15 months. The cumulative amount should not exceed \$372,000.00, with \$121,500.00 expended in Fiscal Year 2015, \$166,500.00 expended in Fiscal Year 2016, and \$84,000.00 expended in Fiscal Year 2017. The City and Squire Patton Boggs (US) LLP 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	09/11/2014	
Liaison Office		CFO			
Financial Management		DEPUTY CHIEF			
Comptroller		COO			
Equal Opportunity Contracting		CITY ATTORNEY			
		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
Authorizing the Mayor, or his Designee, the authority to execute an Agreement with Squire Patton Boggs (US) LLP in the amount of \$372,000.00 for government relations services.					

Authorizing the Chief Financial Officer to expend an amount not to exceed 121,500.00 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, an amount not to exceed 166,500.00 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, and an amount not to exceed \$84,000.00 in Fiscal Year 2017 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)

COUNCIL DISTRICT(S):	All
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COMMUNITY AREA(S):	All
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ENVIRONMENTAL IMPACT:	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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CITY CLERK INSTRUCTIONS:	
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COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 8/27/2014

ORIGINATING DEPARTMENT: Office of the Mayor

SUBJECT: Authorization to execute an Agreement for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP.

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 Squire Patton Boggs (US) LLP in an amount not to exceed \$372,000.00. This contract will provide for government relations services to ensure that the City maintains effective advocacy before the Federal 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 Federal legislature. These advocates promote City adopted policy regarding: federal funding opportunities; federal legislative goals; and state regulatory goals.

The principal responsibility of the Consultant shall be achieving federal 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 President and elected representatives and staffpersons, Federal 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 federal laws and regulations that affect City interests;
 3. Reports on, and testimony from, legislative hearings;
 4. The development and progress of federal issues affecting specified City interests;
 5. Federal 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 Federal 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.

A request for proposal was released on May 6, 2014. Five firms responded and Squire Patton Boggs (US), LLP 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
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

September 16, 2014

SUBJECT: Authorization to Execute an Agreement Between the City of San Diego and Squire Patton Boggs (US) LLP.

GENERAL CONTRACT INFORMATION

Recommended Contractor: Squire Patton Boggs (Not Certified, M – Cauc.)

Amount of this Action: \$330,000.00

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation identified with this action. Any future subcontracting activity will be subject to Agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Squire Patton Boggs submitted a Work Force Report for their San Diego employees dated, June 9, 2014 indicating 609 employees in their Administrative Workforce.

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

Black in Management & Financial and Professional
Latino in Management & Financial, Professional, and Administrative Support
Filipino in Management & Financial, Professional, Technical, Administrative Support
Female in Management & Financial, Professional, and Technical

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 23, 2014 for approval. Once approved, staff will continue to monitor the firm's efforts to implement their EEO

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

ADDITIONAL COMMENTS

This action requests the approval of the Agreement for Consulting Services between the City of San Diego and Squire Patton Boggs (US) LLP in an amount not to exceed \$300,000.00. This contract will provide for government relations services to ensure that the City maintains effective advocacy before the Federal legislature.

KM



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

Phone: (619) 236-6000 • Fax: (619) 236-5904

AA. WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Squire Patton Boggs (US) LLP

ADA/DBA: Squire Patton Boggs

Address (Corporate Headquarters, where applicable): 2550 M Street, NW

City: Washington, DC County: _____ State: DC Zip: 20037

Telephone Number: (202) 457-6000 Fax Number: (202) 457-6315

Name of Company CEO: James Maiworm

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: Law firm Type of License: Limited Liability Partnership

The Company has appointed: Therese Gross, Chief HR & Administrative Officer

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: 2550 M Street, NW, Washington, DC 20037

Telephone Number: (202) 457-6000 Fax Number: (202) 457-6315

☐ 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 Squire Patton Boggs (US) LLP
 _____ (Firm Name)

_____, District of Columbia hereby certify that information provided
 _____ (County) _____ (State)

herein is true and correct. This document was executed on this 9th day of June, 2014

Therese Gross _____
 _____ (Authorized Signature) _____ (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Squire Patton Boggs (US) LLPDATE: June 9, 2014OFFICE(S) or BRANCH(ES): Washington, DC

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	4	5	2	1	1	1	0	0	0	0	16	25	0	2
Professional	13	4	4	6	5	6	2	0	0	0	195	99	2	4
A&E, Science, Computer														
Technical	3	7	3	0	4	1	0	0	0	0	0	5	0	0
Sales														
Administrative Support	11	45	3	9	5	10	0	0	0	0	15	83	1	1
Services	0	0	0	4	0	0	0	0	0	0	0	0	0	0
Crafts														
Operative Workers	1	0	0	0	1	0	0	0	0	0	0	0	0	0
Transportation														
Laborers*														

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

Totals Each Column	32	61	12	20	16	18	2	0	0	0	226	212	3	7
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Grand Total All Employees

609

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

Disabled	0	0	0	0	0	0	0	0	0	0	3	0	0	0
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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 MayorVendor Name: Squire Patton BoggsWBS No. or Project Title Lobbying Contracts

Purchase Requisition # (if available): _____

Department Contact: Almis UdrysDate of Request: 09/15/2014Contract Amount/Estimate: \$ 372,000.00Contract/Service Duration: 27 Months

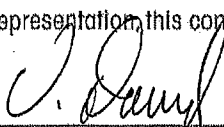
NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
(Please use plain language for the terms/definitions)

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

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	Contracting Federal lobbying services, which includes funding allocation and the creation of favorable legislation for the City of San Diego.
What is the location of the project/service?	Washington, DC
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, Squire Patton Boggs (US), LLP offers unparalleled expertise in working with decision makers on the Federal 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 federal lobbying services. <div style="text-align: right; border: 1px solid black; padding: 2px; display: inline-block;">ATTACH</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 _____ <div style="text-align: center; margin-top: 10px;">  _____ Human Resources Department Liaison </div>	<div style="text-align: center; margin-top: 10px;"> <input checked="" type="checkbox"/> APPROVED </div> <div style="text-align: right; margin-top: 10px;"> _____ Date </div>



AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
SQUIRE PATTON BOGGS (US), LLP
FOR
FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH
CONSULTING SERVICES AND REPRESENTATION

CONTRACT NUMBER: 10046890

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND SQUIRE PATTON BOGGS (US), LLP
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and Squire Patton Boggs (US), LLP (Consultant), also referred to individually as "Party" and collectively as the "Parties," for Consultant to provide services to City for Federal legislative and executive branch consulting services and representation (Project).

RECITALS

WHEREAS, City issued RFP No. 10046890-14-H for Federal Legislative and Executive Branch Consulting Services and Representation (RFP); and

WHEREAS, Consultant submitted a proposal dated June 9, 2014 in response to RFP No. 10046890-14-H (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 December 31, 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 \$330,000.000.

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.

4.64 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: Jaymie Bradford, Deputy Chief of Staff/Chief of Policy, City of San Diego, 202 "C" Street, San Diego, California, 92101, jbradford@sandiego.gov, and notice to Consultant shall be addressed to: Kevin O'Neill, Squire Patton Boggs (US), LLP, 2550 M Street, NW, Washington, DC 20037, kevin.o'neill@squirepb.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.

SQUIRE PATTON BOGGS (US), LLP

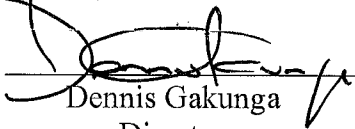
By: 

Name: Kevin O'Neill

Title: Partner

Date: 9/8/14

THE CITY OF SAN DIEGO

By: 

Dennis Gakunga
Director
Purchasing & Contracting

Date: _____

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 Federal 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. Appropriations, 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 Executive Branch and elected representatives and staff persons, Federal 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 Federal laws and regulations that affect City interests;
 - c. Reports on, and testimony from, legislative hearings;
 - d. The development and progress of Federal issues affecting specified City interests;
 - e. Federal 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 Federal 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, and implementation of potable reuse.

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

Year One	$\$13,500 \times 12 \text{ months} = \$162,000.00$
Year Two	$\$14,000 \times 12 \text{ months} = \$168,000.00$

Total \$330,000.00

TIME SCHEDULE

[Not used]

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Federal Legislative and Executive
Branch Consulting Services and 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:

Squire Patton Boggs LLP
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 Kevin O'Neil
Printed Name Kevin O'Neil
Title Partner
Date 9/8/14

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: Squire Patton Boggs (US) LLP Contact Name: Kevin O'Neill
Company Address: 2550 M Street NW Contact Phone: 202-457-6136
Washington, DC 20037 Contact Email: kevin.oneill@squirepb.com

CONTRACT INFORMATION

Contract Title: Federal Legislative and Executive Branch Consulting Services and Representation Start Date: _____
Contract Number (if no number, state location): 10046890 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.

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.

Kevin O'Neill partner
Name/Title of Signatory

Kevin O'Neill
Signature

9/8/14
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.

Squire Patton Boggs (US) LLP
Name of Firm

Signature of Authorized Representative
Kevin O'Neill
Printed/Typed Name
9/8/14
Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Federal Legislative and Executive Branch Consulting Services and 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;

Squire Patton Boggs (US) LLP

(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 Kevin O'Neill

Printed Name Kevin O'Neill

Title Partner



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: \$ 162,000.00

I hereby certify that I am an authorized representative of:

Squire Patton Boggs (US) LLP

(Name of Firm)

and that I have read and understand this form this 8th day of September - 2014
 (Day) (Month) (Year)

By Kevin O'Neill
 (SIGNATURE of Authorized Representative)

Kevin O'Neill
 (PRINTED name of Authorized Representative)

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

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000007268

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

Not to Exceed: \$121,500.00

Vendor: Squire Patton Boggs (US) LLP.

Purpose: Authorization to execute an Agreement for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP.

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		\$121,500.00
TOTAL AMOUNT									\$121,500.00

FUND OVERRIDE ☐

CC 3000007268

OLD AC FORMAT:

[illegible]

NEW SAP FORMAT:

[illegible]



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

ORIGINAL

Proposal No. 10046890-14-H REQUEST FOR PROPOSAL

**Closing Date: June 11, 2014
@ 4:00 p.m. P.T.**

Furnish the City of San Diego with **Federal Legislative and Executive Branch Consulting Services and Representation** as may be required for a period ending December 31, 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 17, 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 Squire Patton Boggs (US) LLP

Federal Tax I.D. No. 34-0648199

Street Address 2550 M Street, NW

City Washington, DC

State DC Zip Code 20037

Tel. No. 202-457-6000 Fax No. 202-457-6315

E-Mail Kevin.ONeill@squirepb.com

Contact Name Kevin M. O'Neill

[PRINT OR TYPE]

Title Partner

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**

Kevin M. O'Neill

(Print Name)

Partner

(Title)

June 9, 2014

(Date)

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Viviana Hening/ylk, Principal Procurement Specialist

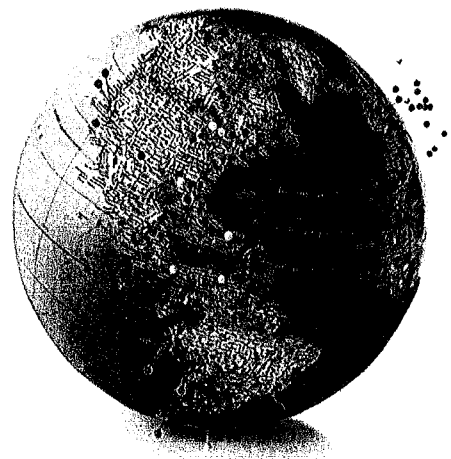
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**PROPOSAL FOR FEDERAL LEGISLATIVE AND
EXECUTIVE BRANCH CONSULTING SERVICES
AND REPRESENTATION
(PROPOSAL NO. 10046890-14-H) -
TECHNICAL PROPOSAL**

City of San Diego

June 2014



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Squire Patton Boggs is the trade name of Squire Patton Boggs (US) LLP, a limited liability partnership organized under the laws of the state of Ohio, USA. Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs which operates worldwide through a number of separate legal entities.

Executive/Management Summary

Squire Patton Boggs is distinctively qualified to continue providing Federal Legislative and Executive Branch Consulting Services and Representation to the City of San Diego, based on our:

- measurable record of accomplishments in working for the City since 1994;
- demonstrated successes resolving complex policy and program issues for the largest, most prominent local governments and public agencies in the country; and
- nationally-recognized substantive capabilities and subject matter expertise on local government topics.

Squire Patton Boggs represents dozens of cities, counties, and local and regional authorities on the full spectrum of issues affecting local government responsibilities. Our team has assisted seven of the ten largest U.S. cities and five of the twenty largest counties, among many other complex public agencies. The breadth of our local government practice affords unique advantages to our clients through coalition-building, information-sharing, and access, as well as broad-based and bipartisan/non-partisan contacts in Congress and the Administration. Our size and scope enables full-service in-house representation without subcontracts.

The Squire Patton Boggs public policy team focuses on technical expertise coupled with procedural knowledge to proactively advise and position local governments on the merits and in the context of viable federal prospects. As outlined in the RFP and this proposal, we will continue working closely with City officials to plan and pursue a comprehensive and aggressive federal relations strategy that includes a balanced approach to opportunities through both the Legislative and Executive branches.

Specific to San Diego, our experience with the City over nearly ten years – as well as direct work or collaborations with regional interests like the San Diego Economic Development Corporation, SANDAG, and CONNECT – means that our team is particularly effective in leveraging opportunities by understanding local policy issues and stakeholders. Our proven ability to connect the City with non-federal resources like national think tank initiatives and corporate philanthropies, as well as other work in California on policy development and advocacy, is a unique capability.

As our proposal demonstrates, Squire Patton Boggs is well qualified to provide the City with comprehensive, high-quality, cost-effective, and innovative services.

About Squire Patton Boggs

Squire Patton Boggs combines the strength, influence and resources of Squire Sanders and Patton Boggs to create a new law firm with global influence through local connections.

FIRM OVERVIEW

With more than 2,600 lawyers and support staff in 44 offices across 21 countries, Squire Patton Boggs collaborates effectively across a diverse range of local, regional and international markets, business models and practice areas.

Our team serves public and private organizations, from Fortune 100 and FTSE 100 corporations to emerging companies, public-private partnerships and local and national governments.

Our strong local and regional positions in North America, Europe, Asia Pacific, the Middle East and Latin America, together with deep-rooted connections on the ground, mean we can focus on the needs of individual clients in all the countries and cities we call home.

We offer our clients:

- Access to new knowledge, new markets and new expertise.
- Greater global influence and reach, combined with powerful local insight.
- Stronger connectivity between government, law and business.
- A deeper bench of lawyers in more key places.

PUBLIC POLICY AND LOBBYING PRACTICE

Squire Patton Boggs' policy practice includes a significant number of attorneys and professionals who previously served in senior positions within Congress, the White House, federal agencies, or the national committees of the two major political parties. Because Squire Patton Boggs utilizes a team approach to representation, we draw upon the collective resources of the practice as required to address specific client needs.

Beachem's Guide to Key Lobbyists described us as a "powerhouse" firm "whose lawyer-lobbyists have contacts deep within both political parties – and know how to tap those contacts for maximum effect." *Chambers USA* and *Influence* magazine rank us as the leading lobbying firm in the nation, and *Fortune* magazine puts us at the top of influential lobbying firms. In addition, publications such as *The Wall Street Journal*, *The Washington Post*, *Newsweek*, *Business Week*, and *Vanity Fair* have all featured us in articles on effective lobbying¹.

In July 2010, we acquired the Breaux-Lott Leadership Group, one of the 20 largest lobbying firms. With the bipartisan additions of Senators John Breaux (D-LA) and Trent Lott (R-MS), *The Washington Post* called the acquisition one that "will further cement the firm...as Washington's most formidable lobbying force." The acquisition of the Breaux-Lott Leadership Group contributed a Congressional dimension to our representation work capabilities. Republican Majority Leader Trent Lott and Democratic Senator John Breaux are among the most respected and revered former members of Congress. Their member-level access and effectiveness are widely regarded as unparalleled.

LOCAL AND MUNICIPAL GOVERNMENT EXPERIENCE

Two decades ago, members of Squire Patton Boggs' public policy practice recognized that effective federal advocacy for local government requires a specialized focus and substantive expertise. Acknowledging the importance of the associations representing those interests, we also determined that individual localities must interact directly and regularly with the federal government to resolve specific local concerns and to partner with other localities on positions that the broad-based associations' constituencies could not address. By focusing on developing subject matter policy and program capabilities in

¹ Patton Boggs was honored with the referenced recognitions prior to the organization being merged with Squire Sanders on June 1, 2014.

local government issues and tailoring special services to public agency clients, we have established a long record in representing counties and cities, as well as transportation/transit authorities, utilities, special districts, state agencies, public health consortia and hospitals, universities, community development corporations, and similar entities.

Squire Patton Boggs provides a full range of local government advocacy. We have a proven track record of success in positioning our clients for federal grant awards and other resources. In addition, our local government practice is unparalleled with specialized expertise in economic development, transit, highways, aviation, and healthcare funding and policy. There is no limitation or constraint on the scope of services we can provide.

We understand and respect the unique nature of municipal representation and are ever mindful of our role as an extension of the elected and appointed leadership of the municipality, while being sensitive to the fact that public sector entities operate under close public and media scrutiny. Our clients trust our advice and counsel because they are aware of our integrity and discretion, and know our interactions with federal officials will always reflect positively on their behalf.

The localities that choose our firm to represent them, and the long-term continuation of that representation through changes in local political administration, attest to the quality of service we provide and the results we achieve.

SAMPLES OF SUCCESS FOR SAN DIEGO

The Squire Patton Boggs team can demonstrate several tangible results in securing federal resources for local projects and legislative / regulatory outcomes that advanced specific San Diego objectives. In addition to broader policy issues such as foreclosure response funding, public safety telecommunications reforms, water infrastructure financing tools, and eminent domain restraints, some representative examples of funding and policy efforts across various San Diego priorities include:

- Urban Area Security Initiative (UASI) – Squire Patton Boggs led successful efforts to prevent removal of San Diego from the UASI program in FY 2007, providing technical analysis of flaws in the risk criteria that justified continuation, advocating directly with federal agencies, and coordinating Congressional delegation interventions. Building on these adjustments, San Diego ranked as an eleventh “Tier One” area receiving higher funding levels, despite the intent to limit that category to ten cities. Additionally, Squire Patton Boggs coordinated a coalition of UASI areas advancing San Diego interests to augment funding levels, resolve administrative challenges, and avert the proposed elimination of the program through consolidation into State grants. These activities yielded more than \$100 million of homeland security funding for the region since DHS proposed to eliminate San Diego’s eligibility.
- San Ysidro Port of Entry – Supplementing other local stakeholder efforts, Squire Patton Boggs facilitated City engagement with the General Services Administration, Department of Homeland Security, Congressional delegation, and appropriators, in order to ensure full funding of the overall project. We also successfully advocated to expedite funding that addressed traffic problems from early completion of Mexican portion of the project, including additional discretionary funding for a temporary connection of Interstate 5 to El Chaparral.
- San Diego Federal Courthouse – Squire Patton Boggs coordinated successful efforts to overcome House committee opposition and secure stalled approvals of a federal authorization that released \$350 million to complete downtown courthouse construction.
- Point Loma Wastewater Treatment Plant – Squire Patton Boggs supported City efforts in dealing with federal agencies and legislative interests to secure an extension under the Clean Water Act of a modified Section 301(h) permit, enabling the Point Loma wastewater plant to continue operating without transitioning to secondary treatment standards. We collaborated with the City on justifications and strategy, then executed outreach efforts that clarified legal issues and supported ultimate approval.
- Mission Bay Channel – Upon passage of the American Recovery and Reinvestment Act (economic stimulus), Squire Patton Boggs proactively identified the opportunity to fund the long-pending Mission Bay Channel dredging and jetty maintenance project. Direct advocacy with the Army Corps of Engineers ultimately secured a funding commitment of \$10.5 million, which completed the project.
- Four Reservoir Intertie – Squire Patton Boggs co-led efforts to authorize and fund a feasibility study to design and construct a regional reservoir intertie system to improve water capture and capacity, as well as an initial appropriation of \$120,000 to establish the federal nexus.

- Tijuana River Valley Flood Permit – Squire Patton Boggs facilitated expedited emergency approvals by the Army Corps of Engineers, Department of Homeland Security, Customs and Border Protection, and other federal agencies allowing the City to clear the flood channel that had filled with sediment caused by construction of the border fence.
- Emergency Management and Recovery – Squire Patton Boggs helped the City to secure a \$1 million Federal Emergency Management Administration pre-disaster mitigation appropriation for wildfire / brush management, but when FEMA denied the brush management application as a maintenance and operation project, we worked with the City and FEMA to find a suitable alternative project to which the funds could be allocated; an application for the California Tower Seismic Retrofit has been approved and will be submitted to FEMA headquarters. Similarly, in response to the Soledad Landslide, Squire Patton Boggs assisted the City with identifying Federal Highway Administration reimbursement for nearly \$20 million in public works damages.
- Defense Project Funding and Sequestration – Squire Patton Boggs advanced the City's interests in a range of defense priorities, such as helping SPAWAR to secure appropriations for a marine mammal facility to supporting involvement in the U.S. Conference of Mayors Task Force on Defense Transition and protecting defense assets from sequestration impacts of the Budget Control Act.
- Global Cities Export / FDI Initiative – Through Squire Patton Boggs' links with the Brookings Institution, the City was invited to and selected as one of twelve original regions to receive support for undertaking a metropolitan export plan, funded by the Rockefeller Foundation. The City then was included in the Global Cities Initiative, a five-year project of Brookings and JP Morgan Chase to strengthen the region's international economic connections and competitiveness, and selected as one of six new pilots for a regional Foreign Direct Investment strategy. These activities are bringing substantial resources and international profile to San Diego, supporting economic development priorities and aligning for potential federal and private funding opportunities.
- America's Cup Jones Act Waiver – Squire Patton Boggs collaborated with the Port of San Diego, San Francisco, and other stakeholders to secure expedited legislation required to implement a Jones Act waiver to accommodate non-U.S. vessels participating in the America's Cup races. In an extraordinary effort given the political climate, the San Diego delegation, with the support of Minority Leader Nancy Pelosi and other members of the California delegation led introduction and enactment of the legislation within a six-week timeframe.
- FAA Contract Tower – When sequestration and budget cuts prompted the Federal Aviation Administration to propose the elimination of the airport contract tower at Brown Field, along with others across the country, Squire Patton Boggs advocated to ensure continuation of the tower's operations. Legislation was enacted to fully fund the program through FY 2013; subsequently, the FAA budgeted and Congress approved full funding for the program.
- Appropriations Projects – During the years prior to a ban on appropriations "earmarks" were available, Squire Patton Boggs led work with the Congressional delegation to secure more than \$25 million in direct funding for activities ranging from the Harbor Drive Pedestrian Bridge to affordable housing development to law enforcement technology.

Specifications

A. CORE REQUIREMENTS AND DELIVERABLES

We outline below our understanding of your requirements and explain how we are best suited to help you achieve these goals. We focus on the priority areas highlighted by the City: appropriations, grants, and other funding opportunities; community and economic development; bi-national issues; municipal revenues and operations; affordable housing, neighborhood services, and homelessness; infrastructure and public works; public safety and homeland security; stormwater; 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 Executive Branch and elected representatives and staff persons, federal agencies, boards, commissions and legislative and regulatory bodies

Given the breadth of our municipal representation, we have working relationships with senior appointed and career staff in every key agency and sub-agency relevant to local government interests, as well as within the Executive Office of the

President. Many Administration officials are familiar to us from their previous incarnations on the Hill, or in other levels of government and, in several instances, appointees were our local government clients immediately prior to their selection to serve as senior members of the Administration. As an assiduously bi-partisan firm, we are well-positioned to have similar relationships in a Republican Administration.

Likewise, the scale of our municipal representation means we have worked with the leadership in the House and Senate and on all committees relevant to local government interests. We regularly participate in smaller-group sessions with House and Senate leadership staff on issues to solicit non-association input or outreach assistance on priority topics. These relationships enable us to reach out beyond the natural constituency of a locality's own delegation and raise the profile of City interests with other influential Members.

Advocacy relies on leveraging direct communication with the City and its Congressional representatives and relevant federal officials to enable ongoing substantive work with policymakers. Additionally, the earmark moratorium requires that any federal government relations strategy includes outreach beyond a client's immediate delegation. Squire Patton Boggs will work to:

- Serve as the City's liaison with the White House, Congressional, and federal agency/regulatory officials;
- Maintain regular communication with the City's Congressional Delegation;
- Maximize the firm's strong ties to Congressional leadership, members of appropriating and authorizing committees and federal agency officials in order to foster relationships that will help in achieving the City's goals and enhance the City's reputation in Washington, DC; and
- Seek opportunities for City officials to participate on boards and commissions at the federal level.

Notwithstanding these connections, pre-existing ties or contacts are not the best measure of effective public agency representation. The key to successful advocacy simply is substantive expertise and hard work – in the credibility of strong policy analysis, positioning one's issues such that they make sense to pursue, providing expertise in the legislative process to assist in efforts, and facilitating collaborations.

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

We regularly alert the City to relevant funding opportunities as soon as they are announced by federal agencies and try to provide notification in advance, when possible. We provide approximately 350 such notices in a given calendar year and work with the Mayor's office and other City officials to answer any questions about the programs and/or competition as well as to build support with the delegation for priority proposals.

In addition, we regularly monitor the President's Budget Request, appropriations bills, and other notifications to determine what funding priorities exist within Congress and the Administration so we can better prepare the City to respond to relevant opportunities in advance.

b) Existing and proposed Federal laws and regulations that affect City interests

The legislative and regulatory process can be a significant profit or loss center for local governments. Our savviest clients are those who look to adjust the existing legal and regulatory framework in ways that provide them with new funding opportunities, competitive edges or other business advantages. We are extremely adept at helping our clients identify those opportunities – which are often as small as modifying a few words in a program authorization to expand eligibility to include your existing program or exclude a class of competitors – and turn these opportunities into new laws or regulations.

Our municipal practice works in coordination to forecast and monitor on a daily basis federal grants, funding announcements, and the introduction of legislation and regulatory proposals, including the President's annual budget and the entire appropriations process. We also provide in-depth analysis of major reauthorizations, including hearing summaries and analysis of blueprints, marked-up bills, amendments, conferenced bills, and bills signed by the President.

Squire Patton Boggs closely tracks the development of funding, legislative, and regulatory opportunities related to the strategic objectives and interests of our local government, including the City of San Diego. We identify those issues that may impact the City and alert City officials on the conditional changes of these issues and develop a strategy that reflects the position of the City is seeking support or opposition.

Frequently, much of the legislation and regulations that impact San Diego will be monitored by associations like the U.S. Conference of Mayors and the National League of Cities. As such, the Squire Patton Boggs team regularly communicates with City officials on whether it is best to expend valuable political capital to endorse legislative changes or if the better solution is to allow the campaign to be handled by umbrella associations for local governments. We work closely with these organizations, including regularly liaising with policy leads, drafting letters, resolutions, or policy papers, and assisting with the involvement of City officials.

We also advise the City on changes to the political landscape and its potential impact on City priorities and recommend any corresponding alterations to the City's federal strategy.

c) Reports on, and testimony from, legislative hearings

A component of Squire Patton Boggs' legislative and regulatory monitoring involves participating in developing, attending, and reporting on Congressional hearings and other events focused on issues of relevance to San Diego's priorities.

We work to educate Congressional committees on City issues and accomplishments so that Members and their staffs can actively seek opportunities for City officials to testify in front of Congress.

Throughout the appropriations process, Squire Patton Boggs provides detailed reports on House and Senate committee action on spending bills. We closely analyze the funding levels and programmatic policy initiatives proposed by each chamber so that we can direct City action as relevant to advocate for/against specific provisions as the process proceeds.

We also provide comprehensive reports on authorization bills as they move through Congress. Most recently, we have been reporting on Congressional efforts regarding the surface transportation reauthorization and advising the City of topical areas in which to focus its advocacy efforts. We have also provided recent in-depth analyses of the Water Resources Reform and Development Act (WRRDA), including the WIFIA provision.

d) The development and progress of Federal issues affecting specified City interests

Through almost daily email contact and regular bi-weekly conference calls, Squire Patton Boggs is in constant contact with the Mayor's staff on federal issues affecting City interests. Additionally, the size and scope of our public policy practice provides for intelligence gathering and information sharing that benefits all of our clients:

- Weekly *Capital Thinking* reports that include updates on the current week's legislative and regulatory activity and forecasts action in the week ahead, including special editions on pertinent issues like the debt ceiling and deficit reduction negotiations and proposed sequestration implementation;
- Quarterly comprehensive updates on legislative and regulatory activity impacting local government interests;
- Annual analysis of the President's State of the Union address including policy ramifications;
- Annual analysis of the President's Budget Proposal;
- Post-election issues analysis outlining the likely impact election results will have on numerous policy issues;
- Special reports on developing legislative issues, like the American Recovery Act and the Affordable Care Act, which provide in-depth analysis of the bills and their impact on a wide range of businesses and industries.

e) Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy

Squire Patton Boggs provides in-depth, contemporaneous (and often in advance) analysis and reporting on all federal regulations, guidelines, and directives impacting local governments and other stakeholders/partners. Recent topics on which we have provided background information and advice include the President's Export Initiative, the President's Executive Order on Climate Change, EPA action on Waters of the United States, the Continuum of Care Interim Rule for the HEARTH Act, and a number of FCC rules and actions, such as the proposed rule on wireless facilities and siting and Net Neutrality. We often coordinate with national organization such as the National League of Cities, U.S. Conference of Mayors, the National Association of Counties and the National Association of Telecommunications Officers and Advisors (NATOA) in regards to their comments on rulemakings.

f) Technical reports and memoranda affecting City operations and fiscal conditions

At Squire Patton Boggs, we are constantly aware of the fiscal condition of our local government clients, in particular since the recession of 2008 and aftermath have put significant pressure on city budgets. One of our top priorities has been, and will continue to be (if chosen), to seek federal funding for the City of San Diego through federal appropriations and grants or other non-profit or public/private opportunities. We have also been cognizant of impacts that federal actions have on local budgets, such as sequestration or the temporary closure of the federal government.

We have provided the City with reports, memoranda and analysis of the local economic impacts of the American Recovery and Reinvestment Act of 2009 (ARRA or otherwise known as the stimulus bill), all three rounds of the Neighborhood Stabilization Program (the first through the Housing and Economic Recovery Act of 2008, the second through ARRA and the third through the Dodd-Frank Act of 2010). We provided a detailed summary of the local impacts of sequestration to all programs of interest to San Diego. The Squire Patton Boggs team participated in White House conference calls on the protocols and procedures in anticipation of the government shut down and reported to the City on how local government programs would be handled during the federal government closure. We reported in real time on the Fiscal Cliff negotiations sending out a memo on the details of the deal the evening of New Year's Day.

We provide updates on all appropriations bills as they are released and reported out of committee with special emphasis on programs of interest to the City such as COPS, Byrne grants, CDBG, HOME, UASI, TIGER, and others. We provide advocacy on programmatic funding and amendments to appropriations bills.

We were active on behalf of the City to repeal the three percent withholding provision, otherwise known as Section 511 of the Tax Increase Prevention and Reconciliation Act of 2005. This section of the tax code would have required state and local governments that expend more than \$100 million per year in outside contracts to withhold three percent of all payments for goods and services, remit that to the IRS and adhere to new reporting requirements. This would not only have been administratively burdensome, but expensive. Squire Patton Boggs, on behalf of the City of San Diego, participated in numerous coalition meetings and worked closely with the state and local lobbying community to repeal it in November, 2011. We have also been active on the issue of the Marketplace Fairness Act, and continue to work towards House passage.

We have been particularly aggressive fighting the proposals to reduce or eliminate the current tax exempt status of municipal bonds. In 2013, for the City of Portland, we analyzed the Sellwood Bridge replacement project which is currently underway and funded primarily by a TIGER grant and municipal bonds. We projected how the City's borrowing costs would be driven up on the project by the two scenarios of elimination or reduction of the tax exempt status. This information was shared with the City's Congressional delegation which has a member on the Ways and Means Committee and now Chairman of the Senate Finance Committee, Senator Ron Wyden.

We are currently working on administrative or legislative changes to the Community Development Block Grant formula which puts Western cities at a disadvantage.

g) Arranging meetings for City elected officials and personnel with elected officials, Administration and staff

As appropriate, Squire Patton Boggs facilitates and executes Congressional and Executive agency visits for the Mayor and City officials. We are skilled at helping devise visit plans that ensure meetings are with key decision makers and that City representatives are prepared to present the best case in those meetings. We develop analyses, briefing papers, advocacy materials, correspondence, and other information regarding City, Congressional, or Executive agency interests. We also coordinate follow-up action and maintain communication with federal officials on the issues highlighted during such meetings.

Additionally, we create or advise on opportunities for Congressional leaders and executive branch officials to visit the City.

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

As noted above in our response to question 3.2.2(a), we constantly monitor and identify federal funding opportunities and proposed initiatives that align with City priorities. Likewise, we address inquiries from City officials regarding specific program eligibility or other criteria requirements.

We also encourage City officials to meet with federal agency program leads outside of the solicitation process (when agencies are prohibited from discussing specific applications). We find that often these conversations result in a sharing of information that provides an edge to the City in the next round of funding, whether it is a revelation of the agency's priorities or a tailoring of language in the solicitation that advantages the City's project. Likewise, we encourage project leads to solicit feedback from program leads in the event an application is not awarded funding. This can help the City made adjustments to its next application that may prove successful.

Generally, the development of a grant proposal is best left to the City's project leads and grant writers who have the specific technical expertise on the project required to complete the application. However, the Squire Patton Boggs team is happy to review and provide feedback on the grant applications.

In our recent meeting with Katherine Crow, we initiated a discussion on how best to continue to triage grant proposal and determine which are most appropriate to utilize the City's political capital to solicit letters of support from the Congressional delegation.

- 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 Federal Legislative and Regulatory Activities

Squire Patton Boggs places a premium on client service principles which ensures clients receive the prompt, attentive, and comprehensive professional services that is called for in a contract of this magnitude.

As part of our communication model, Squire Patton Boggs:

- Conducts regularly-scheduled (bi-weekly) conference calls with the Mayor's staff to exchange updates on recent efforts and to analyze the impact of federal programs and policy developments to establish a near-term strategic action plan;
- Provides monthly reports on Squire Patton Boggs services;
- Provides comprehensive quarterly legislative and regulatory reports highlighting ongoing and anticipated federal activity; and
- Attends meetings with City officials and department leads and presents to the Council Committee on Rules and Economic Development as required, at least two times per year.

Additionally, Squire Patton Boggs will draft an annual report at the end of each calendar year that summarizes all of its efforts for the City of San Diego over the past 12 months. The report will outline progress made on City priorities and provide a forecast for the upcoming legislative year's political and policy environments and how those environments might impact the City's federal strategic plan.

Recently, the City moved from a Mayor-centric system of communication with our team to an approach which includes regular communication directly with Council offices. As such, Squire Patton Boggs provides regular updates to Councilmembers on specific issues of priority, in addition to distributing general reports on legislative and regulatory action. We feel the additional engagement on behalf of the Council has significantly benefited our representation of the City.

- j) Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, and implementation of potable reuse

The Squire Patton Boggs team works very closely with the City's Public Utilities Department to advance its legislative and regulatory priorities as well as to supplement advocacy efforts by the Metropolitan Water District of Southern California on federal legislation.

Over the years, we have worked with the Public Utilities Department on a number of issues, including Bureau of Reclamation water projects; development of a four-reservoir intertie; expansion of funding to construct an international wastewater treatment facility to address problems in the Tijuana River Basin, and operation and maintenance of the All American Canal.

With regard to the Point Loma Wastewater Treatment Plant, we led efforts for the City in dealing with the Environmental Protection Agency (EPA) and legislative interests on renewal of a city-specific waiver under the Clean Water Act for a modified permit that does not require secondary treatment, per a special statutory provision enacted previously. We also secured a Congressional appropriation of \$1 million for a new ocean monitoring project related to the wastewater system issues. As the waiver is set to expire on July 30, 2015, Squire Patton Boggs is currently working with City officials on a two-pronged approach to renew the waiver and implement a permanent regulatory and/or legislative solution.

We also facilitated a dialogue with the Congressional delegation and the Bureau of Water Reclamation to address the transfer of operation and maintenance of the All American Canal and exchange ongoing efforts for future credit for complementary water projects.

In partnership with Sweetwater Authority representatives, we facilitated authorization of a feasibility study to design and construct a regional four-reservoir intertie system to improve water capture and capacity. These efforts resulted in both introduction of a standalone authorization bill in the House and inclusion of the project in the 2007 Water Resources and Development Act reauthorization, as well as a Congressional appropriation of \$120,000 to fund the feasibility study.

B. QUALIFICATION, EXPERIENCE

1. Ability to perform comparable work for a city or agency of similar size

The City of San Diego is seeking federal representation to pursue a diverse set of funding and policy issues focused on delivering resources and raising the national profile of local priorities. To achieve those objectives, a federal advocacy team should be capable of engaging in a broad array of advocacy activities – seeking Congressional appropriations (if appropriate), identifying discretionary and competitive funding opportunities, expediting agency processes, and advancing legislative or regulatory action.

Squire Patton Boggs has a long and consistent record of success in representing municipalities, airports, water districts, and other public agencies across the full spectrum of funding, policy, and operational issues. Our record includes consistent, high-level success in helping local governments achieve the core objective of securing federal resources that support local projects. In the era of earmarks, we were extremely successful in securing billions of dollars in earmarked funding for our clients; however, a distinguishing feature of our approach is that we never relied simply on federal appropriations to meet City needs. This has become increasingly important under the current earmark moratorium and constrained federal budget environment. We pursue opportunities for funding through competitive and discretionary grant programs, authorization bills, reallocation of unobligated balances, unsolicited proposals for compelling demonstration initiatives, and other means.

Squire Patton Boggs has an excellent track record of success with federal grant opportunities since the implementation of the earmark ban, achieving results such as securing two out of the three new Patent and Trademark Offices, numerous TIGER transportation grants, two out of nine Strong Cities, Strong Communities designations, and Jobs and Innovation Accelerator Challenge grants. We also facilitate partnership opportunities for our clients with private organizations and foundations in order to leverage funding for projects that are not applicable for federal funding. Finally, we vigorously lead efforts to increase programmatic funding levels for programs such as the Community Development Block Grant and the Urban Area Security Initiative.

We also focus on changes to legislation or regulations in order to deliver further funding from federal programs or enhance the ability of a local government to use those programs more effectively. We recognize that a minor amendment to pending legislation or an administrative decision could mean the difference in qualifying for a federal program, winning a federal grant, or preventing a mandated expenditure of local funds.

2. Proposer(s) should include their expertise in Federal Executive and Legislative Branch processes and issues and experience in Federal legislation, budgeting, appropriations, and grants

Many members of our public policy department, including members of the San Diego team have previously served in Congressional or committee offices or within the Administration. Thus, we bring an in-depth working knowledge of the executive and legislative branch processes and policies.

For legislative or regulatory issues, we prioritize issues with the greatest fiscal or operational impacts, especially those where national associations cannot advocate effectively because they are divided by membership interests or the topic is too nuanced or complicated. When appropriate, we seek to coalesce similarly situated entities in ad hoc coalitions.

In particular, we work closely with Congressional committees as they develop reauthorization bills, such as surface transportation, water resources, workforce investment, and higher education. For example, over the past two decades, we have been active on every major piece of transportation legislation, including the current surface transportation reauthorization. In the current bill, we worked with transit authorities to achieve a number of significant legislative victories, including maintaining current law eligibility for BRT projects seeking New Starts funding against an attempt to significantly narrow eligibility. We also played a lead role in achieving a number of other provisions in the reauthorization related to public private partnerships, innovative technologies and performance based reforms.

In the era of earmarks, we were extremely successful in securing billions of dollars in earmarked funding for our clients. We since have developed an excellent track record of success with federal grant opportunities, securing two new Patent and Trademark Offices, numerous TIGER transportation grants, two Strong Cities, Strong Communities designations, and Jobs and Innovation Accelerator Challenge grants. Moreover, we vigorously lead efforts to protect federal programs of priority to local government interests from further deficit reduction cuts through the appropriations process, such as the Community Development Block Grant and the Urban Area Security Initiative. We also facilitate partnership opportunities for our clients with private organizations and foundations in order to leverage funding for projects that are not applicable for federal funding.

Each year, Squire Patton Boggs provides a detailed analysis of the appropriations process and the President's budget to determine how best to advocate for the protection of critical federal funding streams within the Congressional Delegation and outside of the Delegation, including with Appropriations Subcommittee chairs, when appropriate.

3. Throughout the sequester process, we provided written briefings to San Diego about the potential impact to funding for the City, both with regard to domestic and defense funding. Since the 2011 passage of the Budget Control Act, we also have provided in-depth analysis of the legislation itself, the Office of Management and Budget's sequestration report, and additional developments. Our analysis has helped the City to determine funding trends that would have an impact on its federal programs. We also have worked with coalitions to protect local government interests in discretionary spending and assisted the U.S. Conference of Mayors in drafting a letter that was signed by over 163 elected officials. 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

Squire Patton Boggs employs a team approach to client representation, allowing us to draw on the strengths of individuals across diverse practice areas. This assures the involvement of those with the most appropriate substantive skills and governmental contacts for any particular issue-specific problems or opportunities as they arise.

For the City, we identify below a bipartisan core group of professionals who have already performed work for the City of San Diego and who together reflect the firm's strengths across the primary areas of concern. We also have the ability to draw upon a much broader group of attorneys and professionals when specific expertise is required. We will modify the core team based on needs identified through mutual development of the federal relations agenda and strategic implementation plan. Brief biographies of each team member are included at the end of the proposal and complete resumes are attached at the end of this response.

Pamela Welsh will continue to coordinate the Squire Patton Boggs team and be accountable for organizing internal firm resources and undertaking tasks. Primary team members will also continue to include: Marek Gootman, Victoria Cram, Jack Deschauer, and Samantha Martin.

Other team members, to be called upon as necessary, include: Carolina Mederos, Kevin O'Neill, and Amy Davenport. Other personnel likely to be involved for specific projects or consultation: Phil Bangert, Russ Randle, Paul Besozzi, Roddy Devlin, and Eugenia Edwards.

Brief biographies of each team member follow in this section and complete resumes are attached at the end of this proposal.

Marek Gootman, Special Counsel. Mr. Gootman counsels local governments and public agencies on legislative, regulatory, and funding priorities – both consulting on substantive policy / program design and implementation, and dealing with Congress and Executive departments. He has represented six of the ten largest cities, among others, as well as economic development organizations, transportation authorities, water departments, airports, and others. In addition, he currently is at the Brookings Institution as Director of Strategic Partnerships and Co-Director of the Global Cities Initiative, where he leads policy development, projects, and national outreach focusing on promoting the economic growth and vitality of cities and metropolitan areas. He previously served in federal agencies as an advisor on urban initiatives and intergovernmental affairs, and in a regional planning organization. His international experience includes urban policy work in the U.K., Europe, and New Zealand. *(Mr. Gootman will work on all topical areas identified in the City's work plan.)*

Pamela Welsh, Public Policy Advisor. For more than 10 years, Ms. Welsh has worked with almost all Squire Patton Boggs local government clients in leading or coordinating representation and facilitating cross-cutting initiatives, including research, development, and implementation of program enhancement and funding strategies. She has experience in a wide range of policy areas including public safety, homeland security, infrastructure, transportation, economic development, health, housing, education, and youth/social services. *(Ms. Welsh will work on all topical areas identified in the City's work plan.)*

Victoria Cram, Principal. Ms. Cram joined us after serving for more than 20 years as the Director of Government Affairs at Ball Janik LLP, focusing on local government representation across cities as diverse as Las Vegas, Portland, and Boise. Ms. Cram coordinates the local government practice and serves as the Deputy Chair of our Transportation Infrastructure & Federal Funding practice. She is recognized for her extensive experience and substantive knowledge in a variety of subject areas such as transportation, economic development, housing, sustainability, appropriations, and local government operations. Ms. Cram also worked at the Democratic Study Group in the U.S. House of Representatives and for Congressman John Seiberling (D-Ohio). *(Ms. Cram will work on all topical areas identified in the City's work plan.)*

Jack Deschauer, Partner. Mr. Deschauer concentrates his practice on advising clients on defense and foreign policy matters, government procurement practices and policies, and appropriations issues. Before joining the firm, Mr. Deschauer served as Director of Senate Affairs for the Secretary of Defense. Mr. Deschauer coordinated Department of Defense legislative affairs with the White House, National Security Council, State Department, and other Executive Branch agencies. He served as Legislative Counsel in the Navy Office of Legislative Affairs from 1988 to 1990. *(Mr. Deschauer will continue to lead our efforts on defense and military issues, as well as Homeland Security.)*

Samantha Martin, Public Policy Specialist. Ms. Martin contributes to the development and implementation of legislative strategies for clients in multiple policy areas, including education, state and local government and transportation. Specifically, she provides research to inform clients on developments related to their strategic plans, monitors legislative movement and drafts client responses when appropriate. Ms. Martin also assists clients to identify and secure federal funding through competitive and discretionary grants. Prior to joining the firm, Ms. Martin served as a consultant for The Carlyle Group as well as interned for members in both the House of Representatives and U.S. Senate. She graduated *summa cum laude* from Clemson University in 2013. *(Ms. Martin will focus on appropriations and federal funding and affordable housing, neighborhood services, and homelessness issues.)*

Additional personnel available for project consultation --

Carolina Mederos, Partner. Ms. Mederos serves as Chair of the firm's Transportation, Infrastructure, and Federal Funding Practice. She counsels corporations, trade associations and local governments on Congressional and Executive Branch policy, legislative and regulatory matters, with an emphasis on creative federal funding and infrastructure development. She has obtained billions of dollars for the firm's major transportation, water and local government clients through authorizing legislation, appropriations, grants and innovative financing, and has expanded market opportunities for private sector clients. For more than 13 years she served in senior positions in the Office of the Secretary of the U.S. Department of Transportation, under four Administrations and seven Secretaries of Transportation, both Republican and Democrat. *(Ms. Mederos will consult on transportation and infrastructure issues.)*

Phil Bangert, Partner. Mr. Bangert focuses extensively on counseling ports, municipalities and quasi-governmental entities in dealing with natural resources and water infrastructure and regulation, including funding and approval of individual projects through agencies responsible for infrastructure. Mr. Bangert deals regularly with the Environmental Protection Agency, U.S. Army Corps of Engineers, Department of Commerce, Department of Defense, Department of Interior, Department of State, Department of Transportation, and the Federal Maritime Commission. *(Mr. Bangert will consult on infrastructure and public works, stormwater, water and wastewater issues.)*

Russ Randle, Partner. Mr. Randle has over 30 years of environmental law experience. He has not only extensive experience with superfund and contaminated properties, but also with the Clean Air, Clean Water, and Oil Pollution Acts (OPA), and antimicrobial issues under FIFRA. He has been published extensively on these issues, including in the 2012 Environmental Law Institute's *Oil Pollution Deskbook*. His current work includes helping Leon County, Florida in federal clean water permitting controversies. Mr. Randle has served as Vice-Chair of the Superfund and Natural Resource Damages Litigation Committee of the ABA's Section on Environment, Energy and Resources since 2009. *(Mr. Randle will consult on infrastructure and public works, stormwater, water and wastewater issues.)*

Paul Besozzi, Partner. Mr. Besozzi has more than 25 years of experience in the wireless, broadband and emerging technology areas. He represents clients before the federal and state regulatory and policy-making agencies and organizations, including the Federal Communications Commission, National Telecommunications and Information Administration, Rural Utilities Service, Congress and state public service commissions, in matters relating to rulemaking, ratemaking, licensing, adjudication, enforcement, compliance and grant opportunities, such as those available under the American Recovery and Reinvestment Act of 2009. His clients range from wireless service providers to resellers of long-distance service, including cellular, personal communications services, specialized mobile radio, point-to-point microwave, advanced wireless services and other emerging wireless technologies. Before joining the firm, Mr. Besozzi was a partner in his own telecommunications law firm for a decade, after serving as general counsel and minority counsel to the U.S. Senate Committee on Armed Services. *(Mr. Besozzi will consult on telecommunication issues.)*

Roddy Devlin, Partner. Mr. Devlin is an experienced lawyer practicing in the areas of project finance and public private partnerships (P3s). His practice focuses on the structuring, financing, acquisition, construction, operation and maintenance of infrastructure assets, both domestically and overseas. Mr. Devlin has represented governmental municipalities, project sponsors, lenders, institutional investors, and various other entities. He is recognized by both *Chambers USA* and *Chambers Global* as a leading US P3 lawyer. *(Mr. Devlin will consult on public private partnership and infrastructure financing issues.)*

Eugenia Pierson, Principal. Ms. Pierson assists a range of health care clients with development and implementation of legislative and regulatory strategies to ensure that the client's most pertinent health policy objectives are being sufficiently addressed. Ms. Pierson is actively engaged in health policy issues related to hospital systems, providers, consumers and manufacturers including Medicare coverage and reimbursement, Medicaid, the State Children's Health Insurance Program, public health, insurance coverage, delivery system reform, health information technology and implementation of national health care reform. She has worked on various major health legislations. Some examples are –the Patient Protection and Affordable Care Act of 2010, the Children's Health Insurance Program Reauthorization Act of 2009, the Medicare Improvements for Patients and Providers Act of 2008, among many others. *(Ms. Edwards will consult on healthcare issues.)*

Amy Davenport, Public Policy Specialist. Ms. Davenport works closely with universities, municipalities, and private sector companies on a range of legislative and administrative matters related to higher education and cybersecurity. She assists her clients in the development and implementation of comprehensive strategic plans and provides policy guidance on the potential impact of federal policies. Before joining Squire Patton Boggs, Ms. Davenport served as an intern for former U.S. Senator George Voinovich (R-OH), where she developed an understanding of the legislative process as well as the inner workings and complexities of conducting business on Capitol Hill. *(Ms. Davenport will assist on federal funding, housing, community and economic development issues.)*

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

a) Appropriations, grants and other funding opportunities

As noted above, in the era of earmarks, we were extremely successful in securing billions of dollars in earmarked funding for our clients. We since have developed an excellent track record of success with federal grant opportunities, securing two new Patent and Trademark Offices, numerous TIGER transportation grants, two Strong Cities, Strong Communities designations, and Jobs and Innovation Accelerator Challenge grants. Moreover, we vigorously lead efforts to protect federal programs of priority to local government interests from further deficit reduction cuts through the appropriations process, such as the Community Development Block Grant and the Urban Area Security Initiative. We also facilitate partnership opportunities for our clients with private organizations and foundations in order to leverage funding for projects that are not applicable for federal funding.

Each year, Squire Patton Boggs provides a detailed analysis of the appropriations process and the President's budget to determine how best to advocate for the protection of critical federal funding streams within the Congressional Delegation and outside of the Delegation, including with Appropriations Subcommittee chairs, when appropriate. For example, Interim Mayor Todd Gloria and Mayor Kevin Faulconer each recently signed letters to House and Senate appropriators in support of full FY 2014 and FY 2015 funding for the San Ysidro Port of Entry.

Throughout the sequester process, we provided written briefings to San Diego about the potential impact to funding for the City, both with regard to domestic and defense funding. Since the 2011 passage of the Budget Control Act, we also have provided in-depth analysis of the legislation itself, the Office of Management and Budget's sequestration report, and additional developments. Our analysis has helped the City to determine funding trends that would have an impact on its federal programs. We also have worked with coalitions to protect local government interests in discretionary spending and assisted the U.S. Conference of Mayors in drafting a letter that was signed by over 163 elected officials.

- In 2011 the Greater Portland region was awarded \$2,150,000 in federal funds through the Jobs Innovation and Accelerator Challenge (JIAC) grant to accelerate innovation in clean technologies for three years. Named the Clean Tech Advance Initiative, it was a bi-state partnership of more than 20 organizations under the leadership of the Portland Development Commission (PDC) and the City of Portland to support innovation and job creation in the Clean Tech and Advanced Manufacturing Industry Clusters. Squire Patton Boggs worked with the PDC and other stakeholders in the collaboration, advocating for the proposal to be bi-state to take advantage of the combined influence of two Congressional delegations. Anticipating the grant opportunity being available, we had met with the federal agencies involved prior to grant announcement to apprise them of Portland's nascent clean tech industry and the need for a federal investment that would be well managed and utilized. We worked with both the Washington and Oregon Congressional delegations to elicit their active support for the grant application. In 2012, the region again applied for the next round of JIAC, building on the Clean Tech Initiative, and was rewarded by \$2,192,000 award for an Advanced Manufacturing grant for the Innovations in Advanced Materials and Metals which focused on collaboration with industry and universities on engineer and product development, supply chain development, workforce training and other aspects. While the City of Portland was not the lead on this grant, we collaborated with the applicants on the federal agency and Congressional advocacy.
- The Universities Space Research Association (USRA) hired the Squire Patton Boggs team after NASA's FY 2015 budget proposed to cancel a project called the Stratospheric Observatory for Infrared Astronomy (SOFIA). USRA serves as a prime contractor for SOFIA, an airborne scientific observatory that costs \$87 million a year to operate. Our team moved quickly after the FY 2015 NASA budget was released in order to restore funding for the program through the annual appropriations process in Congress.

In order to accomplish our goals on behalf of USRA, our team met with over 50 Congressional offices to explain the benefits of the project and worked with Congressional staff to include funding for SOFIA in the FY 2015 Commerce-Justice-Science (CJS) appropriations bills in both the House and Senate. In addition to working with stakeholders

across the country to garner grassroots support for the program, we also worked with the German Space Agency to coordinate international lobbying efforts given that Germany is a key partner on SOFIA. Our efforts also included drafting and coordinating letters from numerous Members of Congress to NASA espousing the benefits of SOFIA and calling for full funding, as well as drafting questions for Members to ask at hearings with the NASA Administrator about why SOFIA was canceled in the FY 2015 budget.

Through our efforts, we were able to secure \$70 million in funding in the House CJS appropriations bill and \$87 million in the Senate CJS appropriations bill. This line item is one of the largest non-defense project appropriations in this budget cycle where funding has been restored to a program the President proposed for elimination. As Congress continues the FY 2015 appropriations process, the Squire Patton Boggs team will continue to advocate for full funding that was provided in the Senate bill and will be closely monitoring and engaging in any negotiations on this provision as the appropriations process moves forward.

- Squire Patton Boggs negotiated to secure a discretionary Transportation Security Administration grant and Letter of Intent (LOI) for in-line baggage inspection systems at Los Angeles World Airports and the City of Los Angeles (LAX) and Ontario Airports, overcoming the initial TSA position that the airports were of lesser priority than others and omitted from receiving any funding. Forming and working with a coalition with seven other large hub airports that signed LOI agreements with the TSA, we also persuaded Congress to appropriate more money generally to reimburse airports for the costs of installing in-line explosive detection systems than the Administration had requested in its budgets. The amount of appropriated money, supplemented by some leftover TSA funds, was enough to reimburse LAWA for 75% of its costs (\$67,155,600 over two years, for a total of \$134,311,200). By contrast, the Administration's proposal would not have provided enough money for this purpose. Finally, we succeeded in getting Congress to waive certain legislative requirements in order to make reimbursement of the LOI airports a legislative priority, expediting receipt of the funds.
- In September of 2012 the Administration announced the second round of winners in the Strong Cities, Strong Communities (SC2) Challenge which was led by the Economic Development Administration (EDA). The goal of the competition was to generate innovative ideas, strategies and perspectives that cities can use to develop long-term economic and job growth plans. In the first phase, multiple teams comprised of experts in fields like transportation planning, economic and community development, business incubation and engineering submit economic development proposals for their city and the city evaluates the proposals. The second phase is the development of a comprehensive economic development plan for the city which will then receive technical assistance from EDA throughout the program. The City of Las Vegas' successful application had focused on providing workforce skills training based upon local business needs, education programs at downtown sites that will correlated with workforce certifications and workforce skills remediation to secure certifications essential for business operations. Squire Patton Boggs worked with the City to flag this opportunity and to develop their successful proposal. Having worked with the City of New Orleans in the implementation of their first round SC2 designation, we were familiar with the program (even though the focus of the second round was slightly different) and could provide informed guidance to the City. We had already laid groundwork with the Economic Development Administration through meetings with high level officials and staff who were familiar with the economic development vision of the City to continue the growth in the downtown area. We solicited letters of support from the Congressional delegation and provided strategic advice to the City as they moved through the process of application.

b) Community and Economic Development

Squire Patton Boggs regularly assists our clients on funding and programmatic issues related to community and economic development. We have assisted municipalities in securing grants and loans that promote revitalization and community development, as well helped preserve key programmatic funding streams that support priorities and provided guidance in addressing federal agency compliance issues.

- We have played an active role in efforts to preserve critical and flexible community development funding streams such as the Community Development Block Grant (CDBG). We have successfully advocated not only to avoid or minimize proposed cuts to the CDBG program, but we led efforts to maintain the 20% administrative cap which is so important to the functioning of local governments' CDBG programs. The House of Representatives sought to reduce the cap to 10% in the Fiscal Year (FY) 2012 appropriations process, a proposal that was overlooked by most major organizations which were focused primarily on overall program funding levels. We led a successful effort to maintain the cap at 20% in the FY 2012 appropriations process and, thus far, the House has not re-instated a proposal to lower the cap.
- We have a long and successful track record of working with our local government clients to secure EDA funding (and related interagency resources) to support business expansion projects as well as industry cluster development. We recently helped Wayne County secure a \$2 million EDA grant for infrastructure improvements to support the

Detroit Region Aerotropolis and promote economic development centered on Detroit International Airport. We worked with the Port Authority of San Antonio to secure just under \$2 million in EDA funding for redevelopment projects to further their role as an aerospace industry hub. We advised the City of Portland on their successful application under the joint EDA-SBA-DOL Jobs and Innovation Accelerator Challenge for the Portland Regional Clean Tech program, in addition to securing over \$1 million in previous EDA funding for Portland's Oregon Sustainability Center. We supported San Jose as well in securing EDA funding for the planning and design of the San Jose Electronic Transportation Development Center (ETDC). Three of the nine Strong Cities, Strong Communities (SC2) designations were awarded to counties/cities we represent. We assisted clients in receiving two of the four coveted new U.S. Patent and Trademark offices which are intended to function as hubs of innovation and creativity and foster the U.S. role in global marketplace.

- We worked to foster partnerships between our local government clients and the Department of Labor and Small Business Administration to support skilled workforce training and new enterprise development. We have connected clients with SBA's Startup America initiative to better understand the range of federal resources related to start-ups and commercialization of R&D. We helped the City of Denver in identifying and securing Workforce Innovation in Regional Economic Development (WIRED) grant funding; Baton Rouge in obtaining Department of Labor support following Hurricane Katrina to assist displaced victims in worker training; and San Antonio in developing and funding a worker training program with their new Toyota plant.
- We have also been at the forefront of efforts to build economic development strategies around infrastructure assets, including Aerotropolis strategies for airport-centered economic development. We have secured a total of \$750,000 in planning funds in recent years for both Wayne County and Denver to develop comprehensive land use and transportation plans to facilitate long-term economic development centered on their airports. We have helped Wayne County secure funding for business incubators in conjunction with the Aerotropolis, as well as the funding for critical surface transportation access to the airport. We also worked successfully to include language in the MAP-21 surface transportation reauthorization that makes Aerotropolis Transportation Systems eligible for priority freight funding.
- Squire Patton Boggs has worked with clients to secure significant discretionary grant funding for housing and community development initiatives. For example, we worked with the City of San Antonio as they partnered on a successful \$26.7 million HUD Choice Neighborhoods Implementation grant to transform a distressed neighborhood in East San Antonio into a viable and sustainable mixed income neighborhood. We have a successful record of helping to achieve HOPE VI awards: in 2011 the Housing Authority of Portland received a third HOPE VI award of \$18.5 million; the two previous grants were for \$16.9 million in 2005 and \$35 million in 2001, also achieved with our assistance. We worked with the City and County of Denver on two successful proposals for a Regional Planning Grant and a Community Challenge Planning Grant under HUD's Sustainable Communities Initiative. We also worked closely with the City of Greenville, South Carolina on their successful Community Challenge Planning Grant/TIGER Planning Grant to develop a unified and comprehensive transportation and land use plan for the redevelopment of Greenville's west side.

c) Bi-national issues

International trade and export promotion are key to the economic development strategy of all local governments, but particularly for San Diego and its relationship with Tijuana and the Baja California Megaregion. Squire Patton Boggs engagement on those issues ranged from assisting the City on border crossing projects to facilitating engagement in the National Export Initiative and the Brookings Global Cities/Metropolitan Export Initiative, which includes a focus on the binational region. Additionally, in his Brookings capacity, Marek Gootman has special expertise and involvement in various binational activities, such as coordinating the Mexico Global Cities Initiative forum linking six U.S. cities with Mexican counterparts, helping to facilitate a pilot binational economic partnership between Chicago and Mexico City, and speaking on binational trade and co-production issues at the North American Competitiveness and Innovation Conference held in San Diego.

- In addition to working with San Diego on the metropolitan export efforts, Squire Patton Boggs assisted San Antonio on its plan and related strategies for interaction with Mexican markets, as well as advising on federal support for the Texas-Mexico Automotive SuperCluster initiative.
- Squire Patton Boggs supported Buffalo and the Congressional delegation in binational negotiations with Canada around expansion of the Peace Bridge, including cross-border infrastructure impacts and potential for shared border management.

- Squire Patton Boggs has assisted clients with NAFTA-related matters, as well as worldwide during numerous international trade negotiations, such as the GATT Multilateral Trade Negotiations (the Uruguay Round) and the Doha Round. We identify tariff and non-tariff barriers to trade in export markets, providing private sector advice and recommendations to the U.S. negotiators, general monitoring of developments in the negotiations, and notification to clients of opportunities and potential problems arising in the talks on subsidies, agriculture, intellectual property, goods, and services.
 - Squire Patton Boggs engaged in the Travel Promotion Act advocacy and ongoing "favored nation" visa facilitation issues benefiting client cities with strong tourism economies, such as Miami-Dade, Las Vegas, and San Diego.
- d) Municipal Revenues and Operations

Federal preemption of State and local laws and imposition of unfunded mandates are large issues with multiple substantive elements that extend beyond the direct influence of any single city, and therefore tend to be the realm of local government associations.

However, several of these topics impact directly on the bottom line budget and operations of municipalities, and there are narrower elements of legislative and regulatory policy that a targeted effort by a potent coalition of dedicated cities can influence, such as –

- Energy Bill provisions that would have subjected municipally-owned utilities to unfavorable regulatory standards.
- Telecommunications reforms related to federal preemption of local taxes and fees; local requirements for public, education, and government services by providers; right-of-way controls; and provision of municipal broadband Internet services.
- Tax reform proposals related to tax-exempt bonds, local tax deductibility, mortgage deduction limits, and Low Income Housing Tax Credit elimination.
- Immigration enforcement responsibilities and compensation for local governments.
- Eminent domain standards and preemption of current State and local processes.

We are involved in coordinating policy and intervention across major cities on most of these topics, again following the coalition models applied to homeland security and community development issues.

- For example, advocating on Energy Bill provisions several years ago on behalf of Los Angeles and its municipally-owned power utility serving 3.9 million customers, we succeeded in the core objective of preventing the federal government from turning control of City transmission facilities over to the California Independent System Operator (CAISO) or any other entity. In addition, we helped block provisions that would have (1) allowed the Federal Energy Regulatory Commission (FERC) to mandate that the City join the CAISO, which still owes Los Angeles over \$150 million from the California Energy Crisis; (2) imposed restrictions or added costs on the City's use of its electric system assets – such as requiring refunds for voluntary sales into the electric market that FERC deems unjust or unreasonable; and (3) provided liability protection for manufacturers of the fuel additive MTBE, now blamed for contaminating groundwater resources.
- We provided guidance to the City of San Jose regarding the Department of Labor's proposed nine-month suspension of the final rule for H-2A work visa regulations. This rulemaking was a carry-over issue from a Bush Administration decision that would have impacted farm workers in California's Central Valley. The Obama Administration subsequently issued a delay to review the rule because stakeholders had raised concerns about the regulation -- noting that the proposed suspension was the prudent and responsible action to take to review and reconsider the regulation, while minimizing disruption to state workforce agencies, employers, and workers. The Mayor requested guidance in light of a pending union lawsuit, impact to area workers, and need to weigh in with Secretary of Labor Hilda Solis to encourage postponement of final rule.

We also work with a number of localities where elected officials have taken a lead role advocating for immigration reform and recognize economic benefits of immigrants and support a partnering to citizenship for those already here with undocumented status. We have also dealt with sanctuary city issues and protecting the funding status of localities where local law enforcement does not wish to take on federal immigration enforcement and functions as well as a few that sought to participate in the 287 (G) program.

- We closely monitor Congressional efforts on tax reform and in 2012 held a seminar on the potential impacts of tax reform on municipal bonds and infrastructure projects. Working with the City of Mesa, we helped advance policy resolutions with the U.S. Conference of Mayors on issues such as the implementation of the Volcker Rule created

by the Dodd Frank Reform legislation. We have also led efforts in opposition to the proposed cap of 28 percent on municipal bonds.

In the past, we worked with other local governments and associations to support legislative reform of municipal bond insurance regulations that would reduce interest rates. Specifically, we supported efforts by the House Financial Services Committee to advance H.R. 6308, The Municipal Bond Fairness Act, which would reduce interest rates local governments pay on municipal bonds by requiring credit rating agencies to measure the risk of municipal bonds on the same scale they use to measure and evaluate corporate bonds.

For many of our clients we have assisted in Build America and Recovery Zone Bond implementation and advocacy on similar helpful finance mechanisms.

We worked extensively with an ad hoc coalition of interests to defend against renewed legislative efforts that would exempt online travel companies from a portion of local and state hotel taxes, and potentially trump pending adjudication on back taxes.

For all of our local government clients, we supported the successful repeal of legislation requiring municipal governments that expend more than \$100 million in outside contracts to withhold three percent from all payments for goods and services, which would have imposed new administrative and potential contract costs for the County.

- We were successful in advocating for, and preparing explanatory documents justifying, an amendment adopted in the Senate version of the Tax Extenders bill that modifies the definition of qualified bicycle commuting reimbursement to include expenses associated with the use of a bike sharing program. Differing approaches between the House and Senate stalled tax extenders legislation; therefore, the lead sponsor is actively considering introducing the amendment as a stand-alone bill in the House.

e) Affordable Housing, Neighborhood Services, and Homelessness

Either individually or through their city housing department affiliations, Squire Patton Boggs represents several public housing authorities on administrative, legislative, and funding issues. We regularly interact with the Department of Housing and Urban Development regarding specific project approvals, waivers, and program audit resolutions and also interact with the relevant Congressional committees on legislative initiatives.

With regard to housing legislation, our scope of municipal interests has enabled deep policy involvement in Choice Neighborhoods, Section 8 Voucher reform, HOPE VI reauthorization, and National Affordable Housing Trust Fund. In each case, we partnered with other representatives of cities to pursue changes in the bills that assured maximum funding and program flexibility for local governments. Technical issues range from direct funding set-asides to localities (versus state allocations), flexibility for replacement unit requirements in areas where vacant housing stock is abundant, and treatment of voucher portability.

- Squire Patton Boggs was successful in assisting the city of San Antonio in a \$20 million Promise Neighborhoods implementation grant and a 2012 \$30 million HUD Choice Neighborhood grant for Wheatley Courts. As you are aware, Mayor Julian Castro of San Antonio, was recently nominated to be the Secretary of the Department of Housing and Urban Development.

Additionally, the City of New Orleans also received a \$30 million HUD Choice Neighborhood grant for the Iberville-Treme neighborhood. We worked with the City to support the grant application.

We also aided three agencies in the development and submission of successful grant applications for the HOPE VI grant program, ultimately yielding respective awards of \$24.5 million, \$42 million, and \$48 million to revitalize severely distressed public housing. Additionally, the Housing Authority of Portland (HAP) was awarded \$18.5 million for the Hillsdale Terrace project. The two previously successful HAP HOPE VI grant awards (New Columbia and Humboldt Gardens) were also accomplished with our help.

- On behalf of the Miami-Dade Public Housing and Community Development Department, we were successful in convening a meeting between top HUD officials, the southern Florida Congressional delegation and Miami-Dade county officials to address and explore a rescission of Housing Choice vouchers, and successfully resolved an issue with the one to five ratio required by the Community Development Block Grant program for the County's line of credit. We assisted the County in briefing HUD of the successful spend downs of \$62 million of Neighborhood Stabilization Program (NSP1) and \$20 million of the NSP3 funding. We also worked with the City of Las Vegas on issues regarding unspent NSP funding which was successfully resolved.
- For the City of Portland, Squire Patton Boggs has assisted in issues relating to Fair Housing, facilitating meetings with high level HUD appointees, and successfully sought \$11 million in federal funding for Gray's Landing, which is

the first affordable housing development in the South Waterfront area of the City and which houses 42 veterans at risk of homelessness. Gray's Landing opened in 2012 and we worked with Senator Merkley's office to get a Congressional Record entry on the project. We were also involved in successfully seeking federal funding (\$3.3 million in ARRA competitive funding in addition to \$11 million in Low Income Housing Tax Credits) for Bud Clark Commons (named after former Mayor Bud Clark) which recently opened and is the cornerstone of the City's 10 year plan to end homelessness. It houses 130 apartments for the most vulnerable.

- For the City of Boise, when they had difficulty drawing down their Community Development Block Grant formula funds in a timely manner due to a number of situations beyond the City's control, and HUD threatened to de-obligate almost \$200,000 of the City's current year funding and reduce the next year's allocation by the same, we mobilized the Congressional delegation to work with the Administration to urge HUD to give the City more latitude in spending down the funding. We worked with the Congressional delegation, in particular a key member of the Appropriations Committee, as well as HUD staff, which led to HUD relenting and agreeing to give the City additional time to obligate the funds. Additionally, they did not penalize the City by reducing the following year's allocation. Like many cities, Boise used their CDBG funding for housing and homeless programs and projects.

f) Infrastructure and Public Works

Squire Patton Boggs has unparalleled experience and expertise in federal infrastructure funding and policy.

- Our work on behalf of the I-69 Mid-Continent Highway Coalition exemplifies the type of representation and results that Squire Patton Boggs is uniquely able to deliver. After the termination of the Interstate Construction Program in 1995, and with it a dedicated funding source to complete the I-69 corridor, we developed and advocated a new program, the National Corridor Infrastructure Improvement Program, which was enacted into law. We then worked towards I-69's selection by DOT as a Corridor of the Future. Our efforts have resulted in over \$2.5 billion for this multi-state trade corridor, which routes from Texas to Michigan. We also developed and implemented the strategies to secure over \$120 million for Wayne County to deploy one of the most Advanced and comprehensive Intelligent Transportation Systems in the nation; construct a new arterial access road to Detroit International Airport; and fund other highway and bridge projects.
- With respect to mass transit funding, we developed and successfully advocated a change to the rural transit formula in the recent transportation bill on behalf of the Colorado Association of Transit Agencies that will direct substantially greater resources to Colorado. We have worked with the Denver Regional Transportation District (RTD) to secure almost \$2 billion in federal commitments to develop five new light rail and commuter rail lines – including the nation's only public private partnership for a New Starts transit project. We have also worked with Denver RTD in securing over \$300 million in federal loans and \$50 million in federal grant funds to redevelop Denver Union Station into the region's new intermodal hub. We helped the City of San Antonio work with local and regional partners to secure a \$15 million TIGER grant for the Westside Multimodal Terminal. Two of our clients have, with our assistance, helped secure two TIGER grants from different rounds.
- We have unique experience in the nascent, but burgeoning movement on streetcars. On behalf of the City of Portland, we succeeded in securing the first ever federally-funded streetcar project under the Small Starts Program for the Portland Streetcar Loop. We also led the effort to secure federal funding for the M-1 RAIL streetcar project in Detroit, an unprecedented project being developed by a consortium of major business and philanthropic leaders to spur development in Detroit's urban core. In the process leading to the enactment of the recent transportation reauthorization bill (MAP-21), we played an active role in advancing the interests of our local government clients, focusing in particular on protecting key federal funding streams. We worked extensively to preserve Transportation Enhancements funding for bicycle, pedestrian and "rails to trails" projects, and to ensure local control over those funds by requiring a portion to be sub-allocated based on population.
- In addition to achieving our clients' objectives through appropriations, authorization legislation and grant funding, Squire Patton Boggs has substantial expertise in innovative financing and public private partnerships, an increasingly significant part of the transportation funding landscape, and something that could benefit the High Desert Corridor. We have worked with clients to secure multiple Transportation Infrastructure Finance and Innovation Act (TIFIA) loans for highway, transit, and intermodal projects. Squire Patton Boggs team members have also been structuring and executing public private partnerships for over 25 years, with extensive experience on both the Government side and on the sponsor and lender's side. Our professionals have closed more than 100 PPP deals worldwide, including more than \$60 billion in transportation projects, making us a global market leader.

g) Public Safety and Homeland Security

We have been at the forefront of efforts to preserve critical public safety and homeland security funding streams for local governments and have a long and continuing track record of helping our clients to secure discretionary grant funding for priority public safety initiatives.

- We have led the local government lobbying community in Washington, DC in seeking funding for the Urban Area Security Initiative (UASI). During the FY 2012 appropriations process, the House Appropriations Committee included a provision limiting UASI funding to the top 10 highest urban areas (at that time, San Diego was ranked #11). We drafted and circulated a letter to Congressional leaders signed by 47 elected leaders of UASI jurisdictions urging the reversal of the committee action. When the bill reached the House floor, we worked with Congressional Members to draft and secure bi-partisan support for an amendment to strike the limitation language. Despite this success, ultimately, while Congress did not limit the number of UASIs, the Emergency Management Agency (FEMA) first responder funding was reduced by nearly \$1 billion and 12 programs previously funded as separate line items were consolidated into one account funded at approximately \$977 million, with discretion for allocation given to the Department of Homeland Security. We again led the advocacy effort, drafting and circulating a letter to the Secretary signed by the elected officials in many UASI jurisdictions urging that the bulk of the FEMA funding - \$600 million - be distributed through the UASI program. Ultimately, the UASI program was funded as a discrete program at \$490 million.

In the FY 2013 Continuing Resolution, language was added to the explanatory statement accompanying the bill to cap the number of jurisdictions receiving UASI funding to the top 25 areas. Squire Patton Boggs organized those areas which had been dropped off the list, such as New Orleans and Las Vegas, to push for raising the cap - which we argued was arbitrary - but also to add additional funding so that Tier 1 and other areas were not disadvantaged by the re-instatement of additional metropolitan areas. We organized multiple letters to the Appropriations Committees signed by numerous jurisdictions. The House version of the FY 2014 Department of Homeland Security Appropriations bill included the 25 jurisdiction cap. Working closely with the Senate Majority Leader's office and the Senate Homeland Security Appropriations Subcommittee we were successful in final language that allowed the Department of Homeland Security the discretion to change the number of areas funded. We were also successful in advocating for more funding in order to keep the Tier 1 UASI's funding stable or at a slightly higher level. In FY 2013 the UASI program was funded at \$558.7 million and in FY 2014 it was funded at \$587 million. San Diego was funded at \$16,873.4 million in FY 2013 and in FY 2014 at a slightly higher level, \$16,874 million.

For FY 2014 and FY 2015, we have continued to fight successfully against the Administration's proposal to create a National Preparedness Grant Program which would consolidate many of the state and local government programs. The main grant programs affected by consolidation would be state and local preparedness grant programs, the Urban Area Security Initiative Grants and port and transit authority grants. In the FY 2015 Appropriations process, we have successfully advocated thus far for first responder programs to be funded as separate line items and for level funding for UASI in the House Department of Homeland Security appropriations bill, keeping the funding at \$587 million. Currently we are working to have additional funding included for UASI in the Senate version of the bill which has not yet been released.

- We have also been involved in resolving homeland security program eligibility issues for specific local governments, often involving substantive, specialized knowledge of program functions and security policy. For example, when Jacksonville failed to receive UASI funding through multiple cycles, we researched and identified a technical problem in the selection formula that made the City less competitive, related to the population density calculation for a combined city-county area. We advocated for a fix through the DHS, White House Homeland Security Council, and Congressional interests, including a media and think tank strategy; as a result, Jacksonville has received nearly \$17 million. When the UASI program was first created, we worked on behalf of the City of Las Vegas to include tourist populations as part of the formula.
- We worked with Baton Rouge to secure appropriations funding over multiple years to expand the City's law enforcement wireless network and to fund implementation of ShotSpotter camera system technology. Building on this success, last year, we worked with Baton Rouge on a successful \$1.5 million grant application for Operation Ceasefire under the Department of Justice's Community Based Violence Prevention Demonstration Program, and we supported the City of Denver's successful application under that program the year prior.
- We have been deeply involved in public safety spectrum waiver policy and regulatory issues as well, a high priority for local governments across the country. We advised Baton Rouge in its work with the Federal Communications Commission (FCC) related to the potential early deployment of a public safety broadband network. On behalf of a range of clients, we have been actively involved in the development and implementation of major legislation enacted in February 2012 to create a single interoperable public safety network where the First Responder Network

Authority, or "FirstNet," will hold the public safety broadband spectrum license and will take actions to ensure the building, deployment and operation of the public safety broadband network in consultation with state and local public safety entities.

h) Stormwater

- For the San Bernardino Municipal Water Department, we helped secure \$18.5 million in direct appropriations for the San Bernardino Water Department to address environmental contamination attributed to the Army's activities during World War II, threatening the water supply for 800,000 people in San Bernardino and Riverside Counties. Our attorneys also secured one of the largest settlements ever obtained from the federal government in a Superfund matter for San Bernardino through a consent decree for a \$164 million environmental settlement, concluding a nearly decade-long effort to resolve this matter. Under the terms of the decree, the United States has paid the City of San Bernardino \$69 million and gave the City title to large and elaborate remedial systems paid for by EPA valued at \$95 million.
- For water and sewer system upgrades, we helped Jacksonville to secure a \$25 million authorization for septic system replacements in the latest WRDA bill, and we previously obtained appropriations to fund improvements in wastewater infrastructure by expanding regional sewer collection lines in the city to areas identified with leaking septic tank systems. Similarly, we helped to obtain appropriations for San Jose for water and sewer infrastructure improvements specifically supporting affordable housing developments, and for the City of Modesto, California for storm drain improvements.
- The city of Portland, Oregon completed its 20 year Combined Sewer Overflow (CSO) Program at the end of 2011. The program reduced CSOs to the Columbia Slough by more than 99 percent and to the Willamette River by 94 percent. Total costs for the program were \$1.4 billion. Squire Patton Boggs successfully sought over \$10 million in federal appropriations to partially fund the Innovative Wet Weather Program (IWWP) that was part of the overall CSO project. The Innovative Wet Weather Program was the first in the nation to manage stormwater onsite instead of piping it into sewers and streams. IWWP projects included water quality friendly streets and parking lots, downspout disconnections in certain neighborhoods, eco-roofs, rain gardens, swales and educational efforts like locating rain gardens at public schools. We advocated for the program with both the Oregon Congressional delegation, Appropriations Committee staff and with the EPA who, at that time, had not funded these types of projects before under the State and Tribal Assistance Grants program. We worked closely with Region X EPA and headquarters to show them the benefits of the projects, inviting them to tour the city and show that Portland could provide a template for other local governments.

i) Water and Wastewater, including recycled water and energy management

Squire Patton Boggs handles policy, project and authorization issues involving the Army Corps of Engineers and WRDA legislation, including environmental infrastructure (i.e. sewer and wastewater projects), flood control, ecosystem restoration, and reservoir and water supply issues.

- We are at the forefront of the effort which created a new innovative financing program for water infrastructure (WIFIA) that will provide long-term, low-interest loans for water infrastructure projects to save localities money and allow more water infrastructure to be built at lower cost. This effort draws from our expertise in the financing issues facing water systems, existing water infrastructure financing mechanisms, the gaps in financing for major water and sewer infrastructure projects, innovative financing strategies, and the workings of bond and capital markets. Squire Patton Boggs developed the concept (based on the very successful transportation loan program, TIFIA), prepared background documents and worked intensively with the staffs and members of the Senate Environment and Public Works Committee and the House Transportation and Infrastructure Committee to develop the legislation and advance it through Congress. San Diego was key in promoting the legislation by sponsoring a resolution at the U.S. Conference of Mayors Annual Meeting in 2012 in support of WIFIA. The legislation is the first new water infrastructure financing mechanism in 25 years and was included in the recently passed Water Resources Reform and Development Act (WRRDA) which is awaiting the President's signature at the time this proposal was submitted. WIFIA is focused on large projects over \$20 million as projects above this amount are generally unable to secure financing through the Clean Water and Drinking Water State Revolving Fund (SRF) programs. EPA will administer the loan program for clean water and drinking water projects and the Army Corps will administer the loan program for water resources projects. The Conference Report authorizes an initial appropriation of \$20 million each for EPA and the Army Corps in FY 2015 which increases to reach \$50 million for each agency in FY 2019. It is expected that the \$20 million authorization could potentially

support over \$600 million in loans. Due to our intimate knowledge of the new legislation and our public finance transactional expertise with the TIFIA program, Squire Patton Boggs will be holding a webinar in the next month highlighting WIFIA implementation and potential opportunities for local governments and utilities to access the program. Also, we will be working closely with EPA and the Army Corps as they draft regulations and prepare for implementation of the program.

- Working with the City of Portland, we successfully helped the City win the first and only variance to the EPA's Long Term Drinking Water Rule (LT2) under the Safe Drinking Water Act. This allowed the City to continue to monitor and test for cryptosporidium in lieu of building a water treatment plant at the Bull Run Reservoir on Mount Hood. Many years of negotiations with EPA, and the Oregon Congressional Delegation contributed to this successful result. After years of negotiations with EPA, and years of testing the untreated water and finding no cryptosporidium, EPA and the State of Oregon granted the first and only variance to the LT2 Rule. This saved the city of Portland around \$100 million.
 - On behalf of the city of Bellevue, Washington, we supported the Cascades Water Alliance (of which the City was a member) in seeking federal support for a long term drinking water strategy for fast growing suburban cities in the Puget Sound through federal appropriations and Water Resources Development Act funding. The Cascade Water Alliance negotiated the water rights to Lake Tapps for drinking water, and worked to protect fish habitat in conjunction with local tribes, and sought authorization of a diversion dam.
5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past

Our representations are structured with a certain framework linked to the timing of the legislative and appropriations cycle, usually beginning with a planning process in the fall and early winter of a calendar year leading to presentation and advocacy of a policy/funding agenda at the start of the next, with ongoing advocacy, monitoring, and response from spring through fall. Each is associated with a procedural or tangible deliverable.

In planning a federal relations program, we work with the City's leadership team to identify both your short-term and long-term federal priorities and from those priorities create a strategic legislative plan. We will conduct a comprehensive review of existing programs to determine how they might be augmented by federal policy changes or federal funding, as well as legislative initiatives. After this initial prioritization, we identify promising federal opportunities, which allow us to accomplish the targeted goals. We will meet formally with the City's leadership team to review report on, and adjust the strategic plan.

Our process typically starts in September by working with the Mayor's staff to identify projects and issue priorities to include in the City's legislative program. In October, in conjunction with our bi-annual presentation to the Council Committee on Rules and Economic Development, we conduct intensive multi-day meetings with the City's elected and appointed leadership and individual agency senior staff to understand problems and priorities, and identify opportunities. The process itself is important, because working together on a baseline fosters familiarity and communication between the City leads and the advocacy team. Only by understanding the minutiae of the City's functioning – operational responsibilities and issues, line-item budget content, multi-year capital plans, statistics, and strategic vision – can we be proactive in helping identifying federal opportunities or challenges, and not simply react to the most obvious topics or try to fill needs.

Through October, November and December, we outline policy positions, legislation, and funding requests. That effort builds on an inventory of expiring reauthorization bills which dictate what topics Congress is likely to address in the coming year, as well as the status of pending legislation and ongoing policy debates in Congress and the Administration.

For funding, the effort includes circulation of detailed guidance and direct meetings to identify viable projects for possible federal assistance (October – December). We prepare diverse and well-justified individual appropriations (programmatic or language) requests for submission (January – February), and support the delegation in advocacy through the spring. Through the funding assessment, we also determine what functional priorities are appropriate to competitive grants, then inventory the program options, establish contact with those offices, and help to identify the timing and appealing content for applications. As you are aware from our ongoing relationship with the City, we have a sophisticated federal grant monitoring system that alerts the City leadership to grant opportunities as they arise. We often participate in webinars on grant opportunities, such as the TIGER grants, and can help guide the client in the direction that their grant proposal might take or projects to be submitted.

For legislative or regulatory issues, we prioritize issues with the greatest City fiscal or operational impacts, especially those where national associations cannot advocate effectively because they are divided by their membership interests (such as UASI) or the topic is too nuanced and complicated. Then we seek to coalesce similarly situated localities in ad hoc coalitions to prepare for early advocacy in the next session of Congress, develop supporting materials, and enter the following year with a narrow, coherent set of policies and a strategy / timeline to move them. Depending on the topic, the strategies may include the full range of advocacy techniques, such as introduction or amendment of legislation, seeking

hearings and submitting Congressional testimony, engaging with agency offices, executing a grassroots campaign, etc. The implementation timeframe takes longer and is tied to bigger issues of potential legislative vehicles and the vagaries of the Congressional schedule, but can include action for inclusion in the next President's budget proposal through agency and Office of Management and Budget outreach (begins during preceding summer), the Congressional budget reconciliation (first three months of the year), appropriations riders (first seven months of the year), and authorizing committee action (year-round).

New issues develop throughout the year based on changing national circumstances (e.g., foreclosure crisis), unanticipated events (e.g., failure of Super Committee), and legislative initiatives driven by other interests (e.g., via regular weekly communication, we identify other topics that develop and insert those into the workplan with comparable strategies and timelines).

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 December 31, 2016 and how best to maximize those opportunities

Any federal agenda through 2016 must account for basic political and fiscal constraints. The mid-term elections already limit the 113th Congress to a few more weeks of legislative activity and a lame duck session, when they must focus on fundamentals of completing FY2015 appropriations, extending surface transportation program authorizations and fixing insolvency of the Highway Trust Fund, etc. Beyond the mid-terms, the two-year budget deal that alleviated sequestration lapses for FY2016, reigniting debate over spending cuts while parties are positioning for the Presidential election, reducing the likelihood of any significant, positive legislative action and narrowing ability of agencies to deliver independent initiatives.

Therefore, most local government interaction with federal interests will be defensive, rather than new opportunities. For example, San Diego should prioritize proactively protecting federal investment in critical military assets like SPAWAR, as well as other spending that drives the local economy.

However, some possibilities exist where legislative or regulatory action is likely due to deadlines (statutory requirement, expiring authorization, appropriations, recurring grants) or federal agencies already implementing discretionary efforts with existing resources. For example –

- Freight/Goods Movement Corridor and Border Infrastructure Financing in Surface Transportation Reauthorization: While Congress must act now to continue operation of existing transportation programs, a long-term resolution is improbable and any short-term fix likely carries only into mid-2016. Goods movement issues have bipartisan support, and San Diego derives special benefit from border and intermodal provisions that could be incorporated; the City has two chances to influence legislative provisions over the next 18 months, and other chances to sway internal agency plans.
- WIFIA Implementation: With enactment of the WIFIA financing mechanism and the enormous Pure Water infrastructure spending program contemplated by the City, proactively ensuring that regulatory interpretations of WIFIA benefits that project is critical, along with aligning to be among the first recipients.
- Exports and Foreign Direct Investment: The recent announcement of the next phase for the National Export Initiative, along with SelectUSA, positions San Diego for special assistance and potential funding as a designated Metropolitan Export Plan site and FDI pilot site.
- McKinney-Vento Homeless Grant Allocation: HUD is publicly considering a change to the current funding formula that produces an inequitable distribution to San Diego because it is based on CDBG factors rather than the relative level of homeless population or local service costs. The City is advocating for this action, including a recent independent study request through appropriations. The potential to shift millions of dollars to a primary San Diego need is real, given existing momentum and implementation through a regulatory process, rather than legislation.
- Similar topics include UAV Center of Excellence, New Market Tax Credit allocations, advanced manufacturing, and workforce training demonstrations.
- Overall, San Diego should focus defensive and opportunistic efforts on (1) resolution of unique city-specific issues (e.g. Pt. Loma compliance); (2) broader programs or rules with disproportionate impact on San Diego; and (3) agency-led initiatives.

C. REFERENCES

- City of San Jose, CA
Jeff Janssen, Senior Policy Advisor to the Mayor
200 East Santa Clara Street, San Jose, CA 95113

Phone: (408) 535-4814

Appropriations, grants, and other funding opportunities; community and economic development; municipal revenues and operations; affordable housing, neighborhood services, and homelessness; infrastructure and public works; public safety and homeland security; stormwater; water and wastewater.

- City of Mesa, AZ
Scott Butler, Government Relations Director
20 East Main Street, Suite 750, Mesa, AZ 85211-1466
Phone: (480) 644-2964

Appropriations, grants, and other funding opportunities; community and economic development; bi-national issues; municipal revenues and operations; affordable housing, neighborhood services, and homelessness; infrastructure and public works; public safety and homeland security; stormwater; water and wastewater.

- City of Portland, OR
Martha Pellegrino, Director of Government Affairs
1221 SW Fourth Avenue, Suite 410, Portland, OR 97204
Phone: (503) 823-4130

Appropriations, grants, and other funding opportunities; community and economic development; municipal revenues and operations; affordable housing, neighborhood services, and homelessness; infrastructure and public works; public safety and homeland security; stormwater; water and wastewater.

- Miami-Dade County, FL
Joe Rasco, Director, Office of Intergovernmental Affairs
111 NW 1st Street, Suite 1032, Miami, FL 33128
Phone: (305) 375-5600

Appropriations, grants, and other funding opportunities; community and economic development; bi-national issues; municipal revenues and operations; affordable housing, neighborhood services, and homelessness; infrastructure and public works; public safety and homeland security; stormwater; water and wastewater.

D. CITY'S RESPONSIBILITIES

None.

E. OPTIONAL CONSULTING SERVICES

Squire Patton Boggs is available to provide optional consulting services related to the scope of work and in accordance with this RFP, at the request of the City and based on a mutually agreed-upon optional consulting services price.

F. IMPLEMENTATION PLAN

In response to question #5 above, we outline the approach we historically have used in our representation of municipal clients, including San Diego. Following is a detailed implementation plan as we foresee our representation of the City continuing in the new contract period, noting that our ongoing work regarding City priorities will continue and overlap with the benchmarks listed below.

Our implementation plans outline our proposed strategic agenda for the City, but are also flexible in that they must accommodate new legislative, regulatory, and City-specific issues that arise throughout the year. Additionally, consistent and long-term efforts, such as our communications with SDMAC, the Governor's Military Council, SANDAG, the Port, the County, and other local and regional stakeholders are not specifically noted in the timeline. Additionally, our plan is supplemented through regularly-scheduled, bi-weekly calls with the City's Government Relations team and provision of a monthly report on Squire Patton Boggs federal government relations activities. We also provide regular analyses and forecasts of federal legislative and regulatory action on topics of relevance to local government interests. These reports are typically produced on a quarterly basis, but depend somewhat on the Congressional recess schedule.

Generally, for legislative and regulatory issues, our work product involves development of a strategy and timeline and preparation of supporting materials to present to Congressional and/or executive branch officials. Depending on the topic, the strategies may include the full range of advocacy techniques, such as introduction or amendment of legislation, seeking hearings and submitting Congressional testimony, engaging with agency offices, executing a grassroots campaign, etc. The implementation timeframe is varied and is tied to the bigger issue of potential legislative vehicles and the vagaries of the Congressional schedule, but can include action for inclusion in the next President's budget proposal through agency and Office of Management and Budget (OMB) outreach (begins during the preceding summer), the Congressional budget

reconciliation (first three months of the year), appropriations actions (now virtually year-round), and authorizing committee action (year-round).

We also encourage the Mayor, Council and other City officials to come to DC to present the City's issues in person. As part of this effort, we prepare materials; pre-brief relevant Congressional and agency staff; identify meeting targets and facilitate a robust schedule; attend those meeting with City officials; and conduct any necessary follow-up.

Following is a synopsis of our pending City priorities, including status and anticipated timeline for action and/or resolution. Additionally, we are consistently tracking and providing potential input to MAP-21 reauthorization as well as monitoring the defense authorization and appropriations, and other pending legislation of relevance to the City (patent reform, tax extenders, etc):

- San Ysidro Port of Entry: We are working closely with the City, GSA, the Congressional delegation, and appropriators to secure full funding of \$216,828,000 to complete the final phase of the San Ysidro Land Port of Entry Renovation and Expansion Project. We submitted an appropriations request on behalf of the City and drafted a letter for the Mayor to send to committee and subcommittee leaders. Neither the House nor the Senate Appropriations Committee has scheduled action on the bill of jurisdiction, the Financial Services and General Government Appropriations bill. We anticipate House action as early as next week and Senate action possibly in June. Our advocacy efforts will continue through the appropriations process, which may not be finalized until after the November elections.
- Point Loma Wastewater Treatment Plant: We continue to work closely with project leads in the Water Department to develop and implement a long-term solution for Point Loma Water Treatment Plant secondary treatment issues. We are finalizing a legislative strategy to include a timeline for the introduction of federal legislation and possible committee hearings. We will develop materials and brief delegation staff prior to the Mayor's visit in September, in which he will meet with the delegation and possibly officials at the Environmental Protection Agency. We are hopeful for placeholder/statement bill introduction after the August recess.
- FEMA Funding: In FY 2010 we helped the City secure \$1 million in Congressionally-directed FEMA Pre-Disaster Mitigation program funding for brush management activities related to the City's wildfire prevention efforts. Ultimately, the City's project was determined as an ineligible activity (the long duration of FEMA environmental reviews forced the City to thin the area for which the funds were requested, thus, in FEMA's determination, making in a maintenance activity ineligible for pre-disaster mitigation funds). As Congress began to rescind unused project funding as a means to deficit reduction, we worked closely with City project leads and FEMA to develop an eligible project application in order to maintain direction of those funds to San Diego. With the support of Cal OES, the City intends to submit an application for the California Tower Seismic Retrofit project to FEMA in June. We will solicit Congressional delegation letters of support to be sent shortly after the application submission.

Additionally, we are poised to assist the City with FEMA HQ if a state-level resolution is not implemented with regard to the denial of Fire Management Assistance grant funding for the recent Bernardo Fire.
- HUD Outreach: We are currently engaging with HUD on behalf of the City on two issues: (1) While the City works with the State to attempt a resolution for its CDBG/Redevelopment payments, we will advocate with HUD to delay enforcement of the City's non-payment of its June 2014 remittance. We are currently working with City leads and the Mayor's staff to develop a white paper on the issue which we will submit to the delegation and use for briefings with the delegation and HUD; and (2) we continue to work with the City, the delegation, and HUD to facilitate an adjustment to the McKinney-Vento Homeless program funding formula to address the discrepancy between the level of homelessness in San Diego and its funding allocation. We have been coordinating with Congressman Scott Peters' office on this issue and HUD officials have stated they intend to reopen the comment period on the relevant rulemaking, but have yet to pinpoint a timeframe. We also submitted an FY 2015 appropriations request to the delegation requesting language to recommend a Government Accountability Office review of the formula.
- FY 2015 Appropriations: Earlier this year, we submitted six appropriations requests to the delegation for consideration in the FY 2015 budget process:
 - Full funding of \$216,828,000 to complete construction at the San Ysidro Port of Entry. *(This portion of the budget has not yet been taken up by the House or Senate.)*
 - Maintenance of the Urban Area Security Initiative (UASI) as a stand-alone program with a designated funding allocation (opposing the FEMA proposal to consolidate first responder programs, including UASI, into a single National Preparedness Grant Program), to help ensure ongoing and direct support to San

Diego. *(The House version of the Homeland Security Appropriations bill provides level funding for UASI and funds all FEMA first responder programs individually; the Senate has not yet taken up its bill.)*

- Designated funding of \$149 million for the FAA Contract Tower Program, to address concerns over the possible elimination of Brown Field tower staffing. *(The House version of the Transportation-Housing Appropriations funds the program at \$140 million; the Senate version funds the program at \$149 million.)*
- Adjustment to McKinney-Vento Homeless program for a more equitable grant funding distribution formula, advanced by a GAO report to the Appropriations Committees that assesses the discrepancy between the level of homelessness in a locality and its relative amount of funding, in order to resolve disproportionately low grants to San Diego. *(While language was not included in either House or Senate committee reports, the delegation remains committed to help the City in its effort to resolve the disparity.)*
- Creation of a federal Regional Export and Foreign Investment Challenge Grant for \$15 million within an existing Economic Development Administration grant program, to implement the region's Global San Diego export strategy supported by the City. *(Language was not included in either House or Senate committee reports.)*
- Level funding for the Community Development Block Grant (CDBG) program. *(The House version of the Transportation-Housing Appropriations funds the program at \$3 billion; the Senate version funds the program \$3.02 billion. This is slightly below the current funding level of \$3.03 billion, but an increase over FY 2013 and the President's FY 2015 Budget Request.)*

Annually, we conduct a comprehensive review of client operations and goals and work with City leadership to reset its strategic plan and direction for the coming year. Following is our projected timeline for the City.

September – October

During September and October, the Squire Patton Boggs team will work with City officials to survey existing programs and identify near and long-term federal priorities. As a result of this effort, we will identify programs which may be augmented by federal policy changes or federal funding in the next Congress, as well as legislative and regulatory initiatives over that timeframe. In October, we will also travel to San Diego for a bi-annual presentation to the City Council Committee on Rules and Economic Development and meetings with City officials and department/project leads. We will begin work with Council and the Mayor's staff to develop the City's Federal Legislative Program for the next year. Discussions are also underway for the Mayor to make a trip to DC in September.

November – December

Building from the information gathered in early fall, we will outline the City's policy positions, legislation and funding requests for the next year. This effort also takes into account our inventory of expiring reauthorization bills, which dictate what topics Congress is likely to address in the coming year as well as the status of pending legislation and ongoing policy debates in Congress and the Administration. Particularly this year, this will be dependent on the outcome of the November election and its impact on the political margins in Congress. We will work with Council and the Mayor's staff to finalize the City's Federal Legislative Program.

January – March

Efforts in the beginning of the year will focus on development and submission of the City's FY 2015 appropriations requests. Despite the earmark ban, there are still opportunities for the City to advance its priorities in the federal budget process, as evidenced by our FY 2015 successes highlighted above. We will prepare well-justified appropriations-related requests for submission to the delegation. These requests will not be project-specific (San Ysidro Port of Entry is an exception as it is included in the President's Budget), but rather, will advocate for: (1) maintained or increased funding for federal programs that currently support City priorities (i.e., CDBG, UASI); (2) funding for federal programs that the City will be targeting for new funding in the next year (i.e., Regional Export and Foreign Investment Challenge Grant); and (3) language that will support funding for City priorities (i.e., McKinney Vento formula).

We also encourage the Mayor and/or City Council Members to make a trip to DC during this timeframe, possibly around the annual U.S. Conference of Mayors winter meeting of the National League of City's annual DC conference.

April – August

In addition to our constant focus on implementing the City's legislative and regulatory priorities, we will continue advocate on behalf of the City's appropriations requests and report on the status of Congressional efforts. We will recommend any direct advocacy that is required to support the City's requests as the budget process moves forward.

April is also generally the month in which we make a bi-annual presentation to the City Council Committee on Rules and Economic Development and conduct meetings with City officials and department/project leads.

We also coordinate with the Mayor and his staff on submission of resolutions for consideration at the U.S. Conference of Mayors annual meeting and provide guidance on the Mayor's attendance at the meeting.

Appendix 1: Team Bios



Marek K. Gootman

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Practice Focus

- Public Policy and Lobbying
- Municipal Representation
- Appropriations

Education

- Georgetown University Law Center, J.D., Order of the Coif, *magna cum laude*, 2000
- Fels Center of Government, University of Pennsylvania, M.G.A., *cum laude*, 1993
- Wharton School of the University of Pennsylvania, B.S., *cum laude*, 1992

Admissions

- District of Columbia
- Maryland

Marek Gootman represents governmental and not-for-profit entities in dealings with federal executive agencies and congressional offices on a variety of topical issues affecting their funding and program operations. Utilizing his diverse experiences in policy development, program management, and public affairs at local, federal, and international levels, Mr. Gootman's practice integrates counseling on the design of effective policies and programs with traditional advocacy for implementation through legislative or administrative action.

Mr. Gootman's government clients include six of the 15 largest U.S. cities, among many other municipalities, regional infrastructure authorities and utilities, transportation agencies, and similar quasi-governmental entities. He also represents several national and local non-profit organizations, such as community development corporations, health and human service providers, museums, universities, and public television. Reflecting the very broad range of substantive areas for which these entities are responsible, Mr. Gootman is engaged in funding and policy activities related to homeland security and public safety, economic and workforce development, transportation, environment and water resources, housing, healthcare, education and social services, energy, technology, and taxation.

To achieve client objectives, Mr. Gootman's specific activities entail seeking funds through Congressional appropriations, discretionary, or competitive sources; working with agencies to resolve problems or promote new initiatives; monitoring and analyzing the impacts of potential policy and regulatory changes; and executing government relations strategies to advance specific legislative action. He is particularly experienced in forming and managing issue-based coalitions to maximize impact, most recently on homeland security, housing, and community development topics.

Mr. Gootman served for seven years as an advisor on community development policy and intergovernmental affairs within federal agencies, principally in the Office of the Secretary of Health and Human Services. In this capacity he focused on urban regeneration, strategic management, public-private partnership, and governance issues. Mr. Gootman's responsibilities encompassed policy formulation, program implementation, and external relations for several major initiatives, including a lead role in the design and management of the Empowerment Zone / Enterprise Community program. In addition, he facilitated efforts to reform federal grant systems, financial management rules, performance

measurement and evaluation, and technical assistance delivery.

Mr. Gootman's international experience includes consulting on community development and public management issues in the OECD, United Kingdom, and New Zealand. For example, he served on a policy action team of the U.K. Prime Minister's Social Exclusion Unit, as well as a five-nation expert panel of the Organization for Economic Cooperation and Development.

Before entering the federal government, Mr. Gootman worked for a regional planning commission, consulted with Business in the Community in the U.K. on enterprise support policies, co-directed an award-winning non-profit organization that delivered entrepreneurship education programs, and taught business planning at the Pennsylvania Governor's School for Business.

PROFESSIONAL AFFILIATIONS

- International Economic Development Council

HONORS & AWARDS

- U.K. Atlantic Fellowship in Public Policy
- HHS Secretary's Distinguished Service Award
- HHS Deputy Secretary's "Reinventing Government" Award
- Sol C. Feinstein Award for Contributions to the Educational Community

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Occasional speaker on urban policy and intergovernmental affairs at various U.S. and international professional forums, association conferences, and university classes.
- "Metropolitan Partnerships in the United Kingdom: Lessons for the United States," monograph for the U.K. Foreign & Commonwealth Office (2000)

Pamela Welsh

Public Policy Advisor, Washington, DC
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Practice Focus

- Public Policy and Lobbying
- Municipal Representation
- Appropriations

Education

- Eastern Michigan University,
B.S., 1992

Pamela Welsh has over 10 years of experience representing municipal governments, universities and not-for-profit organizations in Washington, DC. She works closely with her clients to develop and implement federal legislative and regulatory agendas and provides counsel on the impact of administrative and congressional action on client interests. She also develops outreach and relationship building strategies, including the creation of coalitions as necessary to advance broad local government and university initiatives.

She provides strategic guidance and advocates for her clients on a broad range of federal funding and policy matters including homeland security, transportation, housing, education, social services, energy, water and environmental resources. With an expertise in the federal budget and appropriations process, Ms. Welsh also specializes in securing federal funding for her clients through Congressional appropriations and authorizations as well as executive agency discretionary and competitive programs.

Ms. Welsh also assists with the management of the firm's compliance with Federal Lobbying Disclosure Act (LDA) regulations.

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Authors the Budget and Appropriations section of the *Capital Thinking Report*
- In 2012 and 2013, served as a guest lecturer at Georgetown University's Public Policy for Scientists graduate program



M. Victoria Cram

Principal, Washington, DC
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Practice Focus

- Public Policy and Lobbying
- Municipal Representation

Education

- Carleton University, M.A., 1978
- St. Patrick's College, B.A., with honors, 1975

Victoria Cram focuses her practice on public policy and government affairs. Ms. Cram has more than 25 years of experience in government affairs and public relations consulting specializing in domestic, urban, and tax policy for private and public sector clients.

Before joining the firm, Ms. Cram served as the director of government affairs at a law firm, representing the interests of cities across the United States on a broad array of matters before Congress and federal agencies. She has developed federal legislative and regulatory priorities with mayors and city councils, analyzed the impact of legislation and regulations upon individual cities and implemented legislative strategies by liaison with relevant congressional delegations, congressional committees and other members of Congress.

Ms. Cram has also served as a government relations consultant, representing the interests of Portland, Oregon in Washington, DC.

From 1981 to 1983, Ms. Cram was an assistant city representative at the National Center for Municipal Development. She was the assistant to the executive director of the Democratic Study Group in the U.S. House of Representatives from 1979-1981. Ms. Cram has also served as a staff assistant to Congressman John Sieberling (D-OH).



John J. Deschauer, Jr.

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John.Deschauer@squirepb.com

Practice Focus

- Homeland Security, Defense and Technology Transfer
- Government Contracts
- Appropriations

Education

- New York University School of Law, J.D., 1978
- University of Notre Dame, A.B., 1972

Bar Admissions

- District of Columbia
- New Jersey

Mr. Deschauer is a partner in the public policy and government contracts practice groups. He concentrates his practice on advising clients on defense and foreign policy matters, government procurement practices and policies, and appropriations issues.

Before joining the firm, Mr. Deschauer served as Director of Senate Affairs for the Secretary of Defense. In that capacity, he assisted in the planning and execution of a comprehensive strategy to present the Defense budget to the Congress throughout the authorization and appropriation processes. He dealt with Members and senior staff of the Armed Services, Defense Appropriations, and Budget Committees. Mr. Deschauer coordinated DOD legislative affairs with the White House, National Security Council, State Department, and other Executive Branch agencies. He advised senior DOD officials on the issues and developments of interest to the Department and recommended the appropriate responses and positions. Mr. Deschauer also represented DOD during floor action on any legislation affecting the Department.

Mr. Deschauer also served as Legislative Counsel in the Navy Office of Legislative Affairs from 1988 to 1990. There he handled all manpower, personnel, and health care issues and legislation before the Senate and House Armed Services Committees. He was responsible for planning hearings and briefings for Members and staff in support of the Department's manpower and health care accounts. Mr. Deschauer developed legislative proposals for presentation to Congress, and traveled with Members and staff in support of Navy programs.

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Co-author, Feature Comment: "The Impact of the National Defense Authorization Act for Fiscal Year 2014 on Federal Procurement," *The Government Contractor*, with Michael J. Schaengold (February 2014)
- Co-author, Feature Comment: "The Impact of the National Defense Authorization Act for Fiscal Year 2013 on Federal Procurement," *The Government Contractor*, with Michael J. Schaengold (February 2013)

SAMANTHA A. MARTIN

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Practice Focus

- Education
- Transportation, Infrastructure
- and Federal Funding

Education

- Clemson University, B.A.
- summa cum laude, 2013

Samantha Martin works closely with universities, municipalities and transportation authorities on a range of legislative and administration matters related to higher education and transportation and infrastructure. She provides research to inform clients on developments related to their strategic plans, monitors legislative movement and drafts client responses when appropriate. Ms. Martin also assists clients to identify and secure federal funding through competitive and discretionary grants.

Ms. Martin was previously an intern at Squire Patton Boggs, during which time she helped conduct research and develop policy guidance for many of the universities and transportation authorities she now has as clients. Prior to joining Squire Patton Boggs, Ms. Martin worked as a consultant for The Carlyle Group as well as interned for members in both the House of Representatives and U.S. Senate.



Carolina L. Mederos

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Practice Focus

- Transportation, Infrastructure and Federal Funding
- Local Governments and Municipalities
- Infrastructure/Public-Private Partnerships
- Legislative Advocacy
- Policy Advice and Counsel

Education

- University of Chicago, M.A.
- Vanderbilt University, B.A.

Carolina Mederos, chair of the firm's Transportation, Infrastructure, and Federal Funding Practice, counsels corporations, trade associations and local governments on congressional and executive branch policy, legislative and regulatory matters, with an emphasis on creative federal funding and infrastructure development. She has obtained billions of dollars for the firm's major transportation, water and local government clients through authorizing legislation, appropriations, grants and innovative financing and has expanded market opportunities for private sector clients.

Ms. Mederos' substantive, comprehensive and creative strategies have consistently increased federal funding for public agency and local government clients in highways, transit, aviation, water, wastewater, economic development, urban revitalization, housing, law enforcement, health, historic preservation and other areas. To achieve maximum benefit for clients, she has developed and proposed new programs, changes in eligibility requirements and funding formulas and succeeded in getting them enacted into law.

She regularly assists major domestic and international corporations in removing outmoded and costly legislative, regulatory and policy barriers, expanding market access and increasing competition. She secured legislative and policy incentives promoting innovative project delivery and advanced technologies, saving time and money in transportation projects and creating market opportunities. She resolves complex Buy America, hazardous materials, motor carrier, rail, pipeline, maritime and vehicle safety legislative, regulatory and compliance issues in Congress and at the U.S. Department of Transportation (DOT).

Ms. Mederos' strong knowledge of transportation, infrastructure and federal funding issues is a direct result of having been involved in the development of every surface transportation and aviation reauthorization proposal and DOT appropriations act over the last 30 years. Previously, Ms. Mederos served for more than 13 years in senior positions in the Office of the Secretary of DOT, including as deputy assistant secretary for Safety and as deputy assistant secretary for Policy and International Affairs. She also served as director of Programs and Evaluation, where she was responsible for developing and defending the entire Department's authorizing and appropriations legislation before the Office of Management and Budget and Congress.

REPRESENTATIVE MATTERS

- *I-69 Mid-Continent Highway Coalition* – An organization of cities, counties, states, business, labor, and civic groups from a nine-state trade corridor connecting Canada and Mexico. She played a key role in creating a new program to fund corridors and assisted in obtaining over \$1 billion in congressional earmarks and grants for I-69.
- *American Water Works Association (AWWA)* – Assisted in creating the Water Infrastructure, Finance and Innovation Act (WIFIA) legislative proposal for AWWA and other associations. The proposal, endorsed by the U.S. Conference of Mayors, has been the subject of congressional hearings and draft legislation is being developed in the House and the Senate.
- Worked with a major software manufacturer to demonstrate the benefits of 3-D modeling in accelerating transportation projects and cutting costs in planning, environmental review, design and construction. Resulted in incentive programs at DOT and in MAP-21 promoting the use of 3-D modeling, including 100% federal funding.
- Assisted producers of transit equipment and facilities in developing manufacturing plans to comply with the Federal Transit Administration's Buy America requirements. Client's plans were approved and withstood protests and litigation.
- *Wayne County, Michigan* – Assisted in negotiating a \$185 million increase (from \$115 million to \$300 million) in Detroit Metropolitan Airport's Letter of Intent with the Federal Aviation Administration to fund airport improvements, and obtained an additional \$86 million for the airport's South Access Road in appropriations and authorizing legislation.
- *Shreveport, Louisiana* – Assisted in securing millions of dollars in appropriations earmarks and grants for transportation improvements, downtown and riverfront revitalization, water and air quality projects, museum programs, and restoring historic structures.

HONORS AND AWARDS

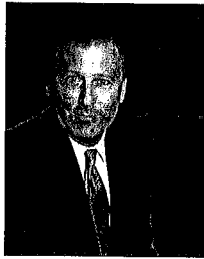
- President of the United States Award for Meritorious Executive
- Gold Medal Recipient, Secretary of Transportation Award for Outstanding Achievement (the Department's highest honor)
- Secretary of Transportation Award for Meritorious Achievement
- Department of Transportation Award for Superior Achievement

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Guest, "The Water Infrastructure Finance and Innovation Authority Provision of the Water Resources Reform and Development Act,"

Capital Thinking Radio Show (May 29, 2014)

- Guest, "The Water Infrastructure Finance and Innovation Act," *Capital Thinking Radio Show* (April 11, 2013)
- Presenter, "Elections 2012: What it Means for the Water Community," American Waterworks Association (AMWA) Webcast (November 8, 2012)
- Guest, "Transportation Report," *Capital Thinking Podcast* (November 8, 2010)
- Guest, "Surface Transportation and Reauthorization ," *Capital Thinking Radio Show*(September 23, 2010)



Philip A. Bangert

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Practice Focus

- Transportation and Infrastructure
- Energy
- Municipal Representation

Education

- Catholic University of America, J.D., 1991
- The Catholic University Law Review, 1991
- St. Mary's College of Maryland, B.A., 1983

Admissions

- District of Columbia
- Maryland

Philip Bangert's practice focuses on administrative law, regulatory matters and public policy representation before the executive branch of the U.S. government and Congress.

A substantial portion of Mr. Bangert's practice involves representation in transportation, energy, infrastructure and environmental matters. Mr. Bangert maintains a particular focus on maritime matters, offshore energy activities and water resource needs. He regularly represents public agencies, trade associations and domestic and foreign corporations.

Mr. Bangert counsels clients on various administrative law and regulatory issues related to offshore energy exploration and development, including fossil fuels and offshore renewable energy, and the ancillary offshore service and support industries. He is well-versed in the new and evolving regulations governing offshore energy activities in the wake of the BP/Macondo oil spill, and is active in post-spill legislative proposals related to liability limits, financial responsibility and operational safety measures.

Mr. Bangert's actions on behalf of local governments relate to securing federal and local governmental approval for infrastructure projects, as well as assisting clients in obtaining federal appropriations and agency grants for such projects. He also counsels local governments on a wide range of issues related to the development and operations of public transportation facilities, and advises clients on the impact of global trade with respect to the domestic transportation industry. Mr. Bangert has assisted public clients in the successful approval and completion of major infrastructure projects around the country, including seaports, airports, mass transit, highway and intermodal facilities. He also regularly assists local governments with water infrastructure and flood control projects, in the context of federal approval and funding.

Mr. Bangert applied his transportation background in the immediate aftermath of the September 11 terrorist attacks to assist seaports, airports and other public sector infrastructure entities, as well as private sector companies interacting with these facilities, in dealing with resulting legislative and regulatory homeland security issues; a focus he continues to maintain. He was also heavily involved on behalf of public sector clients in the aftermaths of the 1989 Loma Prieta earthquake in California and Gulf Coast hurricanes Katrina, Rita, Gustav and Ike.

Mr. Bangert represents clients before federal bodies, including the Bureau

of Ocean Energy Management, Enforcement and Regulation (BOEMRE); Customs and Border Protection (CBP), the Transportation Security Administration (TSA) and the Federal Emergency Management Agency (FEMA) within the Department of Homeland Security; the U.S. Army Corps of Engineers; the Environmental Protection Agency (EPA); Department of Commerce; Department of Defense; Department of Interior; Department of State; Department of Transportation; and the Federal Maritime Commission.



Russell V. Randle

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Practice Focus

- Environmental Law
- Export and Import Compliance

Education

- Yale Law School,
- J.D., 1980
- Princeton University,
- A.B., *magna cum laude*, 1977

Admissions

- U.S. Court of Appeals for the
- 1st, 2nd, 4th, and District of Columbia Circuits
- U.S. District Court
- for the District of Columbia
- DC Court of Appeals

Clerkship

- Judge John H. Pratt, U.S. District Court for the District of Columbia, 1980 - 1981

Russ Randle has practiced environmental law since 1981, with extensive experience not only with superfund and contaminated properties, but also with the Clean Air, Clean Water, and Oil Pollution Acts (OPA), and antimicrobial issues under FIFRA. He has been published extensively on the issues, including the 2012 Environmental Law Institute's Oil Pollution Deskbook. His current work includes helping Leon County, Florida in federal clean water permitting controversies.

Mr. Randle has helped clients with the environmental aspects of hundreds of transactions since 1987. He has litigated or settled cases concerning cleanup of well over 100 contaminated sites, many of them on the National Priorities List.

Mr. Randle wears a second hat at Patton Boggs, focusing on export control and related sanctions rules governing defense trade, financial transfers, and as well as NGOs working in areas affected by U.S. sanctions. Whether the issue involves high technology, a potentially proscribed destination or party, or anti-boycott compliance in the Middle East, his experience in major enforcement actions and export control audits translates into sound and timely compliance advice.

Since 2009, Mr. Randle has served as Vice-Chair of the Superfund and Natural Resource Damages Litigation Committee of the ABA's Section on Environment, Energy and Resources. He has also assisted pro bono on Anacostia River cleanup standards and sustainable design efforts to help in that cleanup, working with DC Appleseed. He has helped various Episcopal Church entities comply with OFAC sanctions rules.

REPRESENTATIVE MATTERS

Environmental

- Represent Leon County, Florida in connection with federal Clean Water Act permit issues involving a major upstream discharger and an upstream dam, addressing nutrient and water quantity issues.
- Represent a major manufacturer of hospital disinfectants in connection with EPA registration and enforcement matters under FIFRA.
- Represent a major private portfolio in connection with environmental aspects of real estate transactions since the late 1980s, involving review and clearance of dozens of major property purchases and

financing transactions.

- Represent United Technologies Corporation in *Ashland v. Gar, et al.*, in connection with the revived litigation concerning the Davis Liquid Superfund Site in Smithfield, Rhode Island.
- Represent multiple parties in connection with environmental issues raised by Texas, Montana, North Dakota, and Indiana wind farm transactions.
- *City of San Bernardino v. United States Army, et al.*, Case No. CV 96-8667 MRP (C.D. Cal) (Consent Decree, March 23, 2005). Counsel for the City of San Bernardino; obtained settlement from U.S. Army providing for \$164 million in relief for the city, of which \$69 million was a cash payment, and the other \$95 million was in EPA remedial work and treatment systems handed over to the city.
- Las Virgenes Municipal Water District, NPDES permit before the Los Angeles Regional Water Quality Control Board (November 3, 2005). Represented municipal discharger in successfully obtaining revised discharge permit and persuading board to drop efforts to impose limitations requiring installation of \$160 million in reverse osmosis technology.
- *United States v. Davis, et al.*, 261 F.3d 1 (1st Cir. 2001). Settlement counsel for settling party UTC in complex Superfund site, settlement upheld; successfully argued settlement issues to court of appeals; more than 100 parties involved, more than \$60 million in estimated remedial costs.
- *Alcan Aluminum v. Butler Aviation*, 57 ERC 1232 (M.D. Pa. 2003). Settlement and litigation counsel for settling group, obtained summary judgment dismissing challenge to complex CERCLA settlement for more than 25 settling parties.

Export Control and Sanctions

- Export control due diligence and defense trade (ITAR) compliance work related to numerous acquisitions, divestitures and mergers.
- Voluntary disclosures, enforcement investigations, and negotiated resolutions for numerous clients related to ITAR, OFAC, export control and antiboycott rules.
- Assistance to NGO entities with OFAC registration and compliance requirements for proposed merger involving multibillion dollar companies.
- *United States v. Japan Aviation Electronics Industry, Ltd.* (D.D.C. 1992). Handled State Department and Commerce Department aspects of complex criminal Arms Export Control Act case and subsequent settlement and reinstatement of company export

privileges.

- *In re Bunker Ramo- Eltra*, ITA-84-AB-06. Defense before the International Trade Administration (1984 to 1987) of 120 anti-boycott charges in administrative proceedings; obtained dismissal of all charges on statute of limitations and other grounds by administrative law judge; after reinstatement of charges by assistant secretary based on subsequent case law, obtained settlement of case for \$150,000 in which department had threatened export denial order to the Middle East for multibillion dollar company.

PROFESSIONAL AFFILIATIONS

- Environmental Law Institute
- Vice Chair, American Bar Association, Superfund Committee, Section on Environment, Energy and Resource Law
- Energy Editorial Advisory Board, *Law360*
- U.S. Green Building Council, National Capital Region Chapter, Advocacy Committee
- DC Building Industry Association

HONORS AND AWARDS

- President of Episcopal Church's House of Deputies' Medallion for Exemplary Service (2011)
- Honorary Canon, St. Matthew's Cathedral, Episcopal Church of Sudan (2006)
- Pro Bono Partner of the Year, 2004
- Rector and Warden's Award, Christ Church, Alexandria, VA, 2000
- Distinguished Instructor Award, Environmental Compliance, Government Institutes (1990)

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Author, "Superfund and Natural Resource Damages Litigation 2013 Annual Report," *Environment, Energy and Resources Law: The Year in Review 2012*, American Bar Association (April 2014)
- Co-author, "The Uncertain Trumpet: Disaster Communications and the Law," *Seattle University Law Review*, Volume 37, Number 1 (March 2014)
- Author, "Superfund and Natural Resource Damages Litigation 2012 Annual Report," *Environment, Energy and Resources Law: The Year in Review 2012*, American Bar Association (April 2013)
- Co-author, *Oil Pollution Update*, *Environmental Law Reporter*, News

& *Analysis*, 43 ELR 10309 (April 2013)

- Author, *Oil Pollution Deskbook*, 2d Edition, Environmental Law Institute (2012)
- Co-author, "Two Heads Aren't Better Than One If You're A Fish," *Coal Age* (September 2012)
- Author, "Superfund and Natural Resource Damages Litigation 2012 Annual Report," *Environment, Energy and Resources Law: The Year in Review 2012*, American Bar Association (April 2012)
- Author, "Spills of National Significance and State Nullification," 16, *Ocean Coastal Journal, University of Maine School of Law*, 355 (2011)
- Lead Pro Bono Partner, A New Day for the Anacostia: A National Model for Urban River Revitalization, DC Appleseed, May 2011:
- Author, "Superfund and Natural Resource Damages Litigation 2011 Annual Report," *Environment, Energy and Resources Law: The Year in Review 2010*, American Bar Association (May 2011)
- Author, "Ashes to Ashes," *Aggregates Manager* (November 2010)
- Author, "Ashes to Ashes, Dust to Dust, New Air Pollution Rules May Make Mines Go Bust," *Coal Age* (October 2010)
- Author, "The Deepwater Horizon Oil Spill and Citizen Suits: The Other Petroleum Exclusion," 25 *TXLR* 958 (September 16, 2010)
- Author, "Contingency Planning – Lessons Learned," *The Environmental Forum* (September/October 2010)
- Author, "Can Olive Drab Also Be Green? Resolving Conflicts Between Sustainable Design and Federal Antiterrorism Standards for Buildings," U.S. Green Building Council, National Capital Region Chapter (August 2010)
- Author, "Energy/Environmental Law Alert: American Bar Association's *Environment, Energy, and Resources Year in Review 2009* – Superfund and Natural Resource Damages," Patton Boggs (June 2010)
- Presenter, "Pending Regulatory Issues, Including Advanced Stormwater Control Issues," US Green Building Council, National Capital Region Chapter (May 26, 2010)
- Presenter, "The Oil Spill Liability Framework," *Environmental Law Institute* (May 24, 2010)
- Author, "Superfund and Natural Resource Damages Litigation," *Environment, Energy, and Resources Law: The Year in Review 2009*,

American Bar Association (May 2010)



Paul C. Besozzi

Partner, Washington DC USA

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Practice Focus

- Technology and Communications
- Mergers and Acquisitions
- Administrative and Regulatory

Education

- George Washington University, M.B.A., 1977
- Georgetown University Law Center, J.D., 1972
- Georgetown University School of Foreign Service, B.S.F.S., cum laude, 1969

Bar Admissions

- District of Columbia
- Virginia

Admissions

- United States Supreme Court
- U.S. Courts of Appeals for the District of Columbia and the 3rd and 4th Circuits
- U.S. Court of Appeals for the Armed Forces
- U.S. District Court for the District of Columbia

Paul Besozzi concentrates in the wireless, broadband and emerging technology areas. His extensive experience more than 25 years in these fields includes regulatory, transactional, legislative and litigation matters for clients ranging from wireless service providers to resellers of long-distance service, including cellular, personal communications services, specialized mobile radio, point-to-point microwave, advanced wireless services and other emerging wireless technologies.

Mr. Besozzi represents clients before the federal and state regulatory and policy-making agencies and organizations, including the Federal Communications Commission, National Telecommunications and Information Administration, Rural Utilities Service, Congress and state public service commissions, in matters relating to rulemaking, ratemaking, licensing, adjudication, enforcement, compliance and grant opportunities, such as those available under the American Recovery and Reinvestment Act of 2009. He also advises applicants and appellants dealing with the Universal Administrative Company, particularly on E-Rate matters. His extensive transactional experience includes asset and stock transactions and a broad variety of commercial and business agreements for the entities he advises, including spectrum leases, interconnection arrangements and wireless infrastructure agreements.

Mr. Besozzi was a partner in his own telecommunications law firm for a decade, after serving as general counsel and minority counsel to the U.S. Senate Committee on Armed Services. Mr. Besozzi served as a member and editor of the Georgetown Law Journal during law school and was elected Phi Beta Kappa while attending Georgetown University School of Foreign Service.

REPRESENTATIVE MATTERS

- Represented wireless licensees in various asset and other transactions totaling more than \$500 million.
- Represented trade association in various state proceedings setting network access rates.
- Represented appellants challenging USF funding decisions.
- Represent applicants for grants under the American Recovery and Reinvestment Act of 2009.

PROFESSIONAL AFFILIATIONS

- President, Georgetown University Alumni Association (2008-2010)
- Member, Board of Directors, Georgetown University (2008-2010)
- Member, Board of Visitors, Edmund A. Walsh School of Foreign Service, Georgetown University (2001-)
- Director, APCC Services, Inc. (2004-)
- Director, Procurement Round Table (1991-)
- Member, Federal Communications Bar Association (1984-)

HONORS AND AWARDS

- Profiled in "Legal Leaders: Washington DC and Baltimore's Top Rated Lawyers," *ALM* (2013)
- Recognized as a "Washington Super Lawyer", Telecommunications, *Super Lawyer Magazine* (2012-2013)
- *Who's Who In American Law*
- *Who's Who Among Practicing Attorneys*
- John Carroll Award for service to Georgetown University (April 2005)
- William Gaston Award for service to Georgetown University (January 1996)

PUBLICATIONS, SPEECHES, PRESENTATIONS

During his career, Mr. Besozzi periodically has authored various articles and reports in trade publications covering the wireless and other components of the telecommunications industry, as well as appearing on panels and at conferences.

- Guest, "Net Neutrality," *Capital Thinking Radio Show* (May 29, 2014)
- Co-author, "For the FCC, a Tricky Balancing Act in Clarifying TCPA Requirements," *Bloomberg BNA* (April 25, 2014)
- Moderator, "Site Acquisition: Where Will All the Wireless Go?" Above Ground Level (AGL) Regional Conference (November 5, 2013)
- Co-author, "Companies May Be Held Liable for the Actions of Their Telemarketer," *Bloomberg BNA Antitrust and Trade Regulation Report* (July 5, 2013)
- Speaker, "Changing Face of Tower Regulation," Above Ground Level Midwest Regional Conference, Chicago, IL (September 15, 2011)
- Speaker, Tower Technology Summit 2011, Orlando, FL (March 21-24,

2011)

- Contributor, "Smart Grid Focus," Patton Boggs TechComm Update (November 25, 2009)
- Presenter, The 2008 Wireless Infrastructure Show, Orlando, FL (October 2008)



Roderick N. Devlin

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Practice Focus

- Public Finance
- Projects
- Public-Private Partnerships (PPP/P3)

Education

- University of Pennsylvania, LL.M., 1993
- The University of Edinburgh, Diploma in Legal Practice, 1991
- University of Aberdeen, LL.B., First Class Hons., 1990

Admissions

- New York

Roddy Devlin is an experienced lawyer practicing in the areas of project finance and public private partnerships (P3s). His practice focuses on the structuring, financing, acquisition, construction, operation and maintenance of infrastructure assets, both domestically and overseas. Roddy has represented project sponsors, lenders, institutional investors, construction companies, governmental municipalities and mono-line insurers in a wide range of sectors. Roddy has published numerous articles on the P3 sector and is a regular speaker at industry events. He is recognized by both *Chambers USA* and *Chambers Global* as a leading US P3 lawyer.

REPRESENTATIVE EXPERIENCE

- Advised Georgia Department of Transportation (GDOT) in connection with its groundbreaking US\$833.7 million Northwest Corridor P3 Project in Atlanta, Georgia.
- Advising proposer team in connection with the I-4 Managed Lanes Project in Florida. This availability payment project, valued at US\$2.15 billion, calls for 19.5 miles of improvements from Kirkman Road in Orange County to SR 434 in Seminole County, including the addition of two special use lanes in each direction.
- Represented the technical advisor in connection with North Tarrant Express Segments 3A and 3B in Texas, advising with respect to offering memorandum regarding the financing of the US\$1.4 billion project and related disclosure and risk issues.
- Represented the technical adviser regarding refinancing of a portion of the US\$750 million bank debt initially incurred by Autopistas Metropolitanas de Puerto Rico to procure its 40-year concession of Puerto Rico's PR-22 and PR-5 tolled highways. Advised with respect to offering memorandum and related disclosure and risk issues.
- Counsel to the lenders' technical advisor in connection with the Ohio River Bridges Project, East End Crossing. This new bridge will run between Utica, Indiana and Prospect, Kentucky, linking the Lee Hamilton Highway in Indiana to the Gene Snyder Freeway in Kentucky and completing the I-265 loop in the Louisville-Southern Indiana metropolitan area.
- Representing a member of a design/build team in the Alaska Infrastructure Access Partners consortium, one of three

shortlisted/pre-qualified bidders. The Knik Arm Bridge and Toll Authority project, the costs of which are estimated at up to US\$1.09 billion, is being procured using a DBFOM availability payment P3 model, with a 35-year concession agreement. Project improvements include a minimum 8,200 ft. toll bridge and 18 miles of two-lane approach and connector roads, including an approximately 800ft cut-and-cover tunnel on the Anchorage side of the bridge. The bridge will cross the Knik Arm of Upper Cook Inlet, connecting Anchorage and the Mat-Su.

- Represented a consortium in connection with its response to the Request for Qualifications (RFQ) issued by The Port Authority of New York and New Jersey for the Goethals Bridge P3 Project. The RFQ envisioned a long-term design, build, finance and maintain agreement, under which the winning consortium would replace the existing bridge (which connects Staten Island to New Jersey) with a new state-of-the-art multi-modal bridge.
- Represented one of the three shortlisted bidders in connection with the Presidio Parkway Project in California. The California Department of Transportation (Caltrans) is seeking a private sector partner to design, construct, finance, operate and maintain a new six-lane roadway in the Presidio Parkway (leading to the Golden Gate Bridge) under a P3 arrangement using an availability payment structure. Advised on all aspects of the P3 procurement process, including revising and negotiating amendments to the RFP and P3 Agreement with Caltrans, advising with regard to design-build and O&M issues (including negotiating underlying documentation), and advising with respect to potential financing arrangements and related issues (including TIFIA).



Eugenia E. Pierson

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Eugenia.Pierson@squirepb.com

Practice Focus

- Health Care
- Public Policy and Lobbying

Education

- Rhodes College, B.A., cum laude, 2001

Eugenia Pierson represents a range of health care clients to advance their interests by working closely with Congress, the Administration and relevant stakeholders. Ms. Pierson assists clients with development and implementation of legislative and regulatory strategies to ensure that the client's most pertinent health policy objectives are being sufficiently addressed. Ms. Pierson is actively engaged in health policy issues related to hospital systems, providers, consumers and manufacturers including Medicare coverage and reimbursement, Medicaid, the State Children's Health Insurance Program, public health, insurance coverage, delivery system reform, health information technology and implementation of national health care reform.

Through her previous experience and duties at the firm, Ms. Pierson has worked on major health legislation including the Patient Protection and Affordable Care Act of 2010, the Children's Health Insurance Program Reauthorization Act of 2009, the Medicare Improvements for Patients and Providers Act of 2008, Deficit Reduction Act of 2005, the Medicare Prescription Drug Improvement and Modernization Act of 2003, etc. Originally from New Orleans, Ms. Pierson has also been actively engaged in advocacy related to strengthening the health care delivery system in the region in the aftermath of Hurricane Katrina.

HONORS AND AWARDS

- *National Law Journal*, "25 Most Influential Women in Washington Under 35" (2013)
- *Washingtonian Magazine*, "40 Under 40," (2011)

AMY F. DAVENPORT



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Practice Focus

- Public Policy and Lobbying

Education

- Miami University, B.A.,
summa cum laude, Phi
Beta Kappa, 2011

Amy Davenport works closely with universities, municipalities and private sector companies on a range of legislative and administrative matters related to higher education, cybersecurity, and transportation and infrastructure. She assists her clients in the development and implementation of comprehensive strategic plans and provides policy guidance on the potential impact of federal policies. Much of her work focuses on identifying and pursuing federal funding opportunities to support research and development initiatives, infrastructure projects and other community services through competitive and discretionary grants.

Before joining Squire Patton Boggs, Ms. Davenport served as an intern for former U.S. Senator George Voinovich (R-OH), where she developed an understanding of the legislative process as well as the inner workings and complexities of conducting business on Capitol Hill.

While interning for U.S. Senator Rob Portman (R-OH) at the Portman for Senate Committee, Ms. Davenport gained campaign experience processing campaign contributions and coordinating fundraising events.]

North America		Latin	Europe		Middle	Asia Pacific
Cincinnati	New York	Bogota+	Berlin	Leeds	Abu Dhabi	Beijing
Cleveland	Northern Virginia	Buenos Aires+	Birmingham	London	Beirut+	Hong Kong
Columbus	Palo Alto	Caracas+	Bratislava	Madrid	Doha	Jakarta+
Dallas	Phoenix	La Paz+	Brussels	Manchester	Dubai	Perth
Denver	San Francisco	Lima+	Bucharest+	Moscow	Riyadh	Seoul
Houston	Tampa	Panamá+	Budapest	Paris		Shanghai
Los Angeles	Washington DC	Santiago+	Frankfurt	Prague		Singapore
Miami	West Palm Beach	Santo Domingo	Kyiv	Warsaw		Sydney
						Tokyo

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CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 10046890-14-H **REQUEST FOR PROPOSAL**

**Closing Date: June 11, 2014
@ 4:00 p.m. P.T.**

Furnish the City of San Diego with **Federal Legislative and Executive Branch Consulting Services and Representation** as may be required for a period ending December 31, 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 17, 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 _____

Contact Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

City _____

Title _____

State _____ Zip Code _____

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

Tel. No. _____ Fax No. _____

If YES, under what Permit # _____

E-Mail _____

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:

Viviana Hening/ylk, Principal Procurement Specialist

Phone: (619) 533-6441

E-mail: VHening@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 Federal 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 Federal Legislative and Executive Branch Consulting Services and Representation, with particular emphasis on preservation of local control and funding opportunities, including bond measures and other Federal 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 Federal 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 Federal 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 May 19, 2014. Such requests should contain the following: "QUESTIONS: 10046890-14-H". 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 Wolff at KWolff@sanidiego.gov and Viviana Hening at 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 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 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/ 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/ 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 Federal 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. Appropriations, 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 Executive Branch and elected representatives and staffpersons, Federal 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 Federal laws and regulations that affect City interests;
 - c. Reports on, and testimony from, legislative hearings;

- d. The development and progress of Federal issues affecting specified City interests;
- e. Federal 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 Federal 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, and implementation of potable reuse.

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 Federal Executive and Legislative Branch processes and issues and experience in Federal 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 December 31, 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 Federal 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 off on 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 December 31, 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.

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: _____

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: _____

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: _____

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;

(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:

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).

- (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.

_____ Print Name, Title	_____ Signature	_____ Date
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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, Title

Signature

Date

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 year s: \$ _____
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

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:

Reference #2

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

Reference #3

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

Reference #4

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

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.

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.

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
- 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;

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

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.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² 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.^{1,2} 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.²

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

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

CC. SUBCONTRACTOR PARTICIPATION LIST

This list must include the name and complete address of all Subcontractors who will perform work, labor or render services as part of this contract.

Contractor must also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project. Subcontractors must be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

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.

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

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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

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	
<p>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:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ 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. <p>NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.</p>	
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION	
<p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input type="checkbox"/> I affirm compliance with the EBO because my firm (contractor must <u>select one</u> reason):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> 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.</p> <p>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)]</p> <p>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.</p>	
_____ 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:

**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)