

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Police Department	DATE: 4/29/2014
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SUBJECT: Agreement with Rady Children's Hospital for forensic physical, sexual abuse examinations and forensic interviews of minors and developmentally delayed adults.

PRIMARY CONTACT (NAME, PHONE): Mike Holden, 619 531-2686 M.S. 744	SECONDARY CONTACT (NAME, PHONE): Chuck Kaye, 619 531-2339 M.S. 756
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COMPLETE FOR ACCOUNTING PURPOSES

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

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): Funding for the agreement in the amount of \$250,000 is included in the Police Department's FY 2015 Proposed Budget.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Ramirez, David	04/30/2014
Financial Management	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF		
Liaison Office	COO	Chadwick, Scott	06/09/2014
Comptroller	CITY ATTORNEY	Peter, Linda	
	COUNCIL PRESIDENTS OFFICE		

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

- 1) Authorizing the Mayor, or his designee, to execute an agreement not to exceed five years with Rady Children's Hospital in an amount not to exceed \$250,000, in the first year and a total of \$1,250,000 over the life of the contract.
- 2) Authorizing the Chief Financial Officer to expend an amount not to exceed \$250,000 in FY 2015 from Fund 100000, General Fund for the purpose of executing an agreement with Rady Children's Hospital.

3) Authorizing continuation of service under the contract, contingent upon approval of a Sole Source Request.
4) Authorizing the Chief Financial Officer to appropriate and expend an amount not to exceed \$250,000 from Fund 100000, General Fund for each year, approval of a Sole Source request, and adoption of the Fiscal Year Annual Budget Appropriation Ordinance and the Chief Financial Officer certifying that the funds necessary for expenditure are, or will be, available.

STAFF RECOMMENDATIONS:

Approve the resolution

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

COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	All
ENVIRONMENTAL IMPACT:	This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3)
CITY CLERK INSTRUCTIONS:	Please provide a copy of the final Resolution to Mike Holden MS 744 and Chuck Kaye MS 756

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 4/29/2014

ORIGINATING DEPARTMENT: Police Department

SUBJECT: Agreement with Rady Children's Hospital for forensic physical, sexual abuse examinations and forensic interviews of minors and developmentally delayed adults.

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Mike Holden/619 531-2686 M.S. 744

DESCRIPTIVE SUMMARY OF ITEM:

The San Diego Police Department is seeking authorization to enter into a five-year contract. RADY Children's Hospital allows for the provision of forensic physical and sexual abuse examinations, forensic interviews of minors and developmentally delayed adults. In addition, we request authorization to spend up to \$1,250,000 over the life of the contract. Contract Number: 10046298-NP

STAFF RECOMMENDATION:

Approve the resolution

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Since 1979, the San Diego Police Department has utilized RADY Children's Hospital for the services of forensic physical and sexual abuse examinations and forensic interviews of minor and developmentally delayed adults. RADY Children's Hospital specializes in this vital function and is a recognized leader in this essential service. This hospital has forensic evidence collection capabilities, provides reports and courtroom testimony, this allows for increased efficiency for Child Abuse investigators when processing these cases. The examinations are required in order for the Police Department to be in compliance with the San Diego Regional Child Victim-Witness Protocol and are essential for the prosecution of offenders. There are no other facilities in the City that provide this type of specialized service.

In anticipation of exceeding the \$1M threshold in Fiscal Year 2018, the Department is requesting City Council approval of the requested actions to enter into a 5-year agreement with RADY Children's Hospital and provide authorization to spend up to \$1.25M over five years. A Sole Source request with Rady Children's Hospital for one year has been approved by Purchasing and Contracting.

FISCAL CONSIDERATIONS:

Funding for this agreement in the amount of \$250K is included in the Police Department's FY 2015 Proposed Budget.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

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

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

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:
N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:
San Diego Police Department employees and City of San Diego citizens.

Ramirez, David
Originating Department

Deputy Chief, Chief Operating Officer

Ramirez, David
Originating Department

Chadwick, Scott
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: May 14, 2014
SUBJECT: Agreement with Rady Children’s Hospital for Forensic Physical, Sexual Abuse Examinations and Forensic Interviews of Minors with Developmentally Delayed Adults	

GENERAL CONTRACT INFORMATION

Recommended Consultant: Rady Children’s Hospital (Not Certified)

Amount of this Action: \$ 250,000.00

Future Actions: \$1,000,000.00

Cumulative: \$1,250,000.00

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONSULTANT PARTICIPATION

There is no subconsultant participation associated with this action; however, subsequent actions must adhere to funding Agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

This agreement is with a Non-Profit Organization, and therefore exempt from Workforce Report analysis. Refer to San Diego Municipal Code Section 22.2703(c).

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

Sole Source Case Number 3225

This item authorizes the Mayor to execute a one-year agreement with Rady Children’s Hospital in an amount not to exceed \$250,000, with options to renew for four additional one-year periods not to exceed a total of \$1,250,000 over the life of the contract.

EL

**City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition**

MAY 02 2014

Requesting Department:	<u>San Diego Police Dept.</u>
Vendor Name:	<u>Rady Children's Hospital</u>
Requisition Number:	<u>TBD</u>
Department Contact:	<u>Rita Castillo</u>
Date of Request:	<u>May 1, 2014</u>
Contract Amount:	<u>\$22,500</u>

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

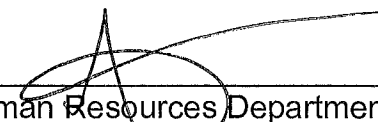
<u>Question</u>	<u>Department Response</u>
What is the contract for?	RADY Children's Hospital allows for the provision of forensic physical and sexual abuse examinations, forensic interviews of minors and developmentally delayed adults.
Are City employees currently performing any of the work?	<u>No</u>
Will any City employees be displaced as a result of this bid?	<u>no</u>
If this is a renewal of an existing contract, how long have these services been contracted out?	<u>Yes, since 1979</u>
Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)	<u>no</u>
Is this a Tenant Improvement?	<u>no</u>
Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.	<u>no</u>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

HUMAN RESOURCES DEPARTMENT USE ONLY

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

Approved


Human Resources Department Liaison

5/7/14
Date



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 3, 2014
TO: David Ramirez, Executive Assistant Chief, San Diego Police Department
FROM: Dennis Gakunga, Director, Purchasing & Contracting
SUBJECT: Sole Source Request for RADY Children's Hospital

Your Sole Source Request for the above subject with Rady's Children's Hospital was approved and is valid through 4/1/2015. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 3225. For questions, please contact Leslie Valdez, CPPB at x67090.

A handwritten signature in black ink, appearing to read "Dennis Gakunga".

Dennis Gakunga,
Director, Purchasing & Contracting Department

DG/ks

cc: Rita A. Castillo, Associate Management Analyst, SDPD

CITY OF SAN DIEGO
M E M O R A N D U M

DATE: 4/1/2014
TO: Dennis Gakunga
FROM: Leslie Valdez, CPPB
SUBJECT: Sole Source Request — Rady's Children's Hospital for Sole Source Request for RADY Children's Hospital

Negotiated Total:

Dept. Est. Total: \$250,000.00

Vendor: Rady's Children's Hospital

Expiration Date: 4/1/2015

Recommendation: **Approved**

Determination:

In accordance with SDMC §22.3016, this is to certify that a sole source award of this (Product/Service) is necessary and that a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

1. Requested from the Department of: SDPD

Date Received: March 27, 2014

2. Requesters/ Contact Name: David Ramirez, Executive Assistant Chief / Contact: Rita Castillo 619-525-8450

3. Requested Supplier/Vendor: RADY Childrens Hospital

4. Describe or attach the supporting documentation submitted by the department:

Sole Source Memo request from SDPD dated March 27, 2014.
Emailed from SDPD contact Rita Castillo dated March 28, 2014.

5. Cost Estimate: \$250,000 FY15

6. Describe number of future purchases contemplated: As Needed

7. The reason the Department is using a sole source* purchasing method is because:

Case Number 3225

CITY OF SAN DIEGO
M E M O R A N D U M

RADY Childrens Hospital (RADY) conducts forensic exams for juvenile victims of abuse and specializes in the treatment of minors and are considered experts in the field of juvenile forensic interviews and examinations. The City of San Diego is utilizing RADY for such needs. At this time, the SDPD Deputy City Attorney is finalizing an agreement (non-profit agreement) for submittal to City Council for approval. In the interim, SDPD requires the continued performance of interviews and examinations of juvenile victims of abuse.

8. What necessary feature(s) does this item/vendor provide which are not available from any other source?

RADY Childrens Hospital (RADY) conducts forensic exams for juvenile victims of abuse and specializes in the treatment of minors and are considered experts in the field of juvenile forensic interviews and examinations. The City of San Diego is utilizing RADY for such needs. At this time, the SDPD Deputy City Attorney is finalizing an agreement (non-profit agreement) for submittal to City Council for approval. In the interim, SDPD requires the continued performance of interviews and examinations of juvenile victims of abuse.

9. What steps were taken to verify that these features are not available elsewhere?

RADY Childrens Hospital (RADY) conducts forensic exams for juvenile victims of abuse and specializes in the treatment of minors and are considered experts in the field of juvenile forensic interviews and examinations. The City of San Diego is utilizing RADY for such needs.

PS: SRV Date: 04/01/14
PPS: Henry Date: 03/01/14
Deputy Director: [Signature] Date: 4/1/14
Purchasing Agent: [Signature] Date: 04/02/14

*Sole Source: only one vendor/supplier/product possesses the unique and singularly available capability to meet the requirement of the solicitation or the project.



THE CITY OF SAN DIEGO

CONTRACT FOR SERVICES

BETWEEN

THE CITY OF SAN DIEGO

AND

**RADY CHILDREN'S HOSPITAL, SAN DIEGO –
CHADWICK CENTER FOR CHILDREN AND FAMILIES**

A Non-Profit Organization under
Section 501(c)(3) of the Internal Revenue Code

SAN DIEGO POLICE DEPARTMENT

Contract Number 10046298-NP

CONTRACT

THIS Contract is made and entered into between the City of San Diego, a municipal corporation [City], and RADY CHILDREN'S HOSPITAL – SAN DIEGO, CHADWICK CENTER FOR CHILDREN AND FAMILIES[Contractor], whose address is 3020 Children's Way, San Diego, CA 92123, for the Contractor to provide the City with forensic medical evaluations and forensic interviews of minors and developmentally-delayed adults who are victims or witnesses of criminal acts, and for reports and court testimony regarding such examinations and interviews.

RECITALS

The City needs forensic medical evaluations and forensic interviews of minors and developmentally-delayed adults who are victims or witnesses of criminal acts, and for reports and court testimony regarding such examinations and interviews [the Services], and City forces are presently unable to adequately provide the required Services.

The Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services. The City and the Contractor [collectively Parties] want to enter into a Contract whereby the City will retain the Contractor to provide, and the Contractor shall provide, the Services.

The Contractor is a non-profit organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

This Contract is exempt from competitive bidding requirements pursuant to San Diego Municipal Code Section 22.3208(h) because it complies with San Diego Municipal Code Section 22.3210 which sets forth the conditions for entering into a contract for services with an agency or non-profit organization. Specifically, the Purchasing Agent certifies that hiring the Contractor to provide the Services under this Contract is in the public interest and furthers a specific public policy pursuant to San Diego Municipal Code Section 22.3210 (a-b) because the investigation and prosecution of crimes requires expertise in examining and/or interviewing minor and developmentally-delayed victims and witnesses, the collection of forensic evidence, the preparation of reports, and courtroom testimony.

The Purchasing Agent further certifies that the City has considered all of the following in the award of this Contract: (1) whether the agency or non-profit organization agrees to direct supervision of the workers; (2) whether the agency or non-profit organization agrees to provide workers' compensation insurance for the workers; and (3) whether the agency or non-profit organization agrees to indemnify, protect, defend, and hold the City harmless against any and all claims alleged to be caused or caused by any act or omission of the worker or agency employee.

In consideration of the above Recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

CONTRACTOR SERVICES

The above-listed Recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. The Contractor shall perform the following Services at the direction of the City:

- A. Contractor shall provide forensic medical evaluations to children, under the age of eighteen (18), or developmentally delayed adults when physical abuse, sexual abuse and/or sexual assault is suspected or alleged. The Contractor provides evaluations which include colposcopic examinations for past sexual abuse as well as recent occurrences of sexual abuse. All evaluations provided shall be for the purpose of gathering physical and other evidence for subsequent use in court and for assessing the need for medical treatment. Evaluations shall be conducted in accordance with the most current state guidelines.

Three categories of evidentiary evaluations shall be based upon the likelihood of recovering evidence, as follows:

1. All after-hours and acute evaluations with full forensic specimen collection;
 2. Intermediate evaluation with limited forensic specimen collection;
 3. Late disclosure evaluation with no forensic specimen collection.
- B. Contractor shall provide forensic interviews for victims of and witnesses to the above acts, domestic violence or other violent crimes as deemed necessary by City.
- C. In addition to the above services, the Contractor shall provide a screening exam for victims of physical abuse and children potentially injured during a domestic violence assault. The screening exam will be provided by the Contractor during normal business hours, at the Chadwick Center. After hours and on weekends the exam shall be conducted at the Contractor's Emergency Department. Should a more comprehensive exam be required, as a result of findings of the screening exam, the cost of the screening exam will be included in the already established price of the more comprehensive exam.

- D. Contractor shall provide forensic medical evaluations for hospitalized children when the San Diego Police Department is conducting an investigation.
- E. Contractor shall not provide service under this Agreement unless authorized in writing or by telephone by one of the following representatives of the San Diego Police Department: supervisory personnel assigned to Child Abuse, Sex Crimes, Homicide, Domestic Violence, or any other investigative units as deemed necessary by the San Diego Police Department.
- F. Contractor shall provide the above services for incidents which occurred more than 72 hours prior on a routine basis during regular clinic hours. Contractor shall provide evidentiary evaluations on an emergency basis, for incidents in which it is likely that forensic evidence will be recovered. This emergency service will be provided on a twenty-four (24) hour basis, seven (7) days per week, holidays included. Emergency services must be authorized in advance by a representative outlined in section II.E. Contractor shall provide emergency evidentiary interviews on weekends or holidays in certain circumstances. This service will be provided after consultation between Chadwick Center management and a representative outlined in section II.E.
- G. For forensic medical evaluations of suspected sexual abuse, Contractor's personnel shall begin the forensic medical examination process within forty-five (45) minutes after the arrival of an Officer and victim at the hospital. Police shall notify Contractor in anticipation of such arrival when possible.
- H. Contractor shall honor interview appointment times with victims and/or witnesses accompanied by police officers. So also shall police officers honor interview appointment times with Contractor. Honoring an interview appointment shall be defined as all parties being fully prepared to begin forensic interviews within fifteen (15) minutes after completion of registration.
- I. The parties acknowledge and agree that such examinations and evaluations as provided for by this Agreement shall be conducted only if Contractor has the appropriate legal authority, permission, or consent to conduct such examinations or evaluations.
- J. As permitted by federal and state law and regulations, Contractor shall provide written reports of forensic medical evaluations and evidentiary interviews within fifteen (15) working days. City shall be responsible for pick-up of reports upon notification by Contractor.
- K. Contractor personnel shall provide court testimony regarding examinations as required by City Attorney or District Attorney and as permitted by federal and state laws and regulations.

- L. Contractor has been designated for short-term evidence storage when authorized by the City.
- M. Contractor shall provide services as described herein at its facility located at 3020 Children's Way, San Diego. Contractor shall provide all space, equipment, material and supplies to fulfill its responsibilities under this Agreement, except that rape evidence collection kits will be provided by City.
- N. Contractor shall provide a female medical employee, trained in the care of sexual assault and child molest victims, during all phases of female victim medical examinations.
- O. Personnel providing services under this Agreement, whether employed by or contracted by Contractor, shall be qualified and licensed when appropriate. It shall be Contractor's responsibility to maintain certification and all required licenses of employees and/or contracted personnel during the term of this Agreement.
- P. Compliance With Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations in performing this Agreement.

1.2 Contract Administrator. The San Diego Police Department [Department] is the contract administrator for this Contract. The Contractor shall provide the Services under the direction of a designated representative of the SAN DIEGO POLICE DEPARTMENT who can be contacted at:

Lieutenant Charles Kaye
619-531-2686
CKaye@pd.sandiego.gov

1.3 Submittals Required with the Contract. Contractor is required to submit the following documentation in accordance with this Contract. The Contractor's failure to provide the City with the required submittals listed below together with the executed Contract shall delay the City's execution of the Contract, and therefore, commencement of Scope of Services and payments to Contractor.

- Insurance Certificates with all endorsements ;
- Drug Free Workplace Form (use form in forms section);
- EBO Certification (use form in forms section);
- Contractor Standard Pledge of Compliance; if applicable (use form in forms section);
- Taxpayer Identification Form W-9, if not currently on file (<http://www.irs.gov/formspubs/lists>); and
- IRS Letter of Non-Profit Status under Section 501(c)(3), if applicable.
- Exemption form for Living Wage

1.4 Maintenance of Records. Contractor shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering the Services under this Contract throughout the performance of the Services and for five (5) years following completion of the Services under this Contract. Contractor further agrees to allow the City to inspect, copy and audit such books, records, documents, logs, and other evidence at all reasonable times.

ARTICLE II

DURATION OF CONTRACT

2.1 Term of Contract. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for no more than five years, whichever is the earliest, but shall not exceed five years unless approved by the City Council by ordinance.

2.2 City's Right to Suspend for Convenience. The City may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Contract, the City will give written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Contract, the City shall pay to the Contractor a sum equivalent to the reasonable value of the Services the Contractor has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Contractor. The City may then require the Contractor to resume performance of the Services in compliance with the terms and conditions of this Contract; provided, however, that the Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.3 City's Right to Terminate for Convenience. The Purchasing Agent, by written thirty (30) day notice, may terminate this Contract, in whole or in part, when it is in the best interests of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or developed by the Contractor in performing this contract, whether completed or in process.

- a. If the termination is for the convenience of the City of San Diego 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.
- b. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (a) of this clause.

The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

2.4 City's Right to Terminate for Default. The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice and assuming such default is capable of being cured. The following are considered defaults:

- a. Failure to make delivery of the goods or to perform the services of the required quality or within the time specified; or
- b. Failure to perform any of the obligations of this Contract, or to make sufficient progress in performance which may jeopardize full performance.

In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.

2.5 Option to Extend Services/Term. The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates).

These rates may also be adjusted pursuant to a Contractor's request for an increase. 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. 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-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing. The option provision may be exercised more than once.

The Purchasing Agent may exercise the option by written notice to the Contractor sent prior to thirty (30) days before the expiration of the current term. The option to renew may not be declined by the Contractor.

If the City of San Diego exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter Section 99.

ARTICLE III

COMPENSATION

3.1 Amount of Compensation. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, an amount not to exceed \$250,000 in any one year period, not to exceed \$1,700,000 over five years.

3.2 Manner of Payment. Contractor will bill all fees incurred in accordance with this Contract directly to City. Contractor will submit invoices to the City, together with supporting documentation as requested by City, by the 10th day of each month for Services performed during the previous month. Undisputed amounts in the invoices will be payable within thirty (30) calendar days of receipt. Contractor shall submit invoices to the following address:

San Diego Police Department
1401 Broadway, MS 715
Fiscal Management Unit
San Diego, CA 92101
(619) 525-8450

ARTICLE IV

LABOR PROVISIONS.

4.1 Department Supervision. Department shall be responsible for coordinating the performance of Services under this Contract and will provide overall supervision of the progress and performance of this Contract for City.

4.2. On-site Orientation. City will provide on-site instruction and orientation to Contractor's staff prior to commencement of Services, to explain the scope of the Services, proper use of tools, technical aspects, safety considerations, and other information necessary for the successful execution of the proposed Services, if applicable.

4.3 Right to Enter and Inspect. City and its agents and employees shall at all times have the right of entry and free access to the project sites and right to inspect all work done, labor performed, and materials furnished in and about the project.

4.4 Living Wage Ordinance. Unless an exemption applies, this Contract is subject to the City of San Diego Living Wage Ordinance [LWO] codified at San Diego Municipal Code Section 22.4201 et seq. Contractor agrees to comply with the LWO and all regulations and rules promulgated under the LWO. In addition, Contractor agrees to require that all applicable subcontractors, subleasees, and concessionaires comply with the LWO and all regulations and rules promulgated under the LWO.

4.5 Equal Benefits Ordinance. This Contract 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, Contractor must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the Contract [SDMC §22.4304(e)]. Contractor must notify employees of Contractor's 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 this Contract, Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.

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

The 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.

ARTICLE V

INDEMNIFICATION AND INSURANCE

5.1 Indemnification

5.1.1 Contractor agrees to defend, indemnify, protect, and hold harmless the City, its elected officials, officers, employees, and agents, from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's officers, employees, volunteers, or agents, which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of

investigating and defending against same; provided, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of City, its agents, officers, or employees.

5.1.2 Claims relating to alleged lack of consent or lack of legal authorization. Notwithstanding Section 5.1.1, Contractor shall not be liable for, and City will defend, indemnify, protect, and hold harmless the Contractor, its employees, and agents (collectively "Contractor Parties"), against any claims, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs of any kind or character, including reasonable attorneys' fees and court costs, arising from Contractor providing services or releasing information under this Contract based on Reasonable Reliance (defined below) on the validity of consent and/or legal authorization from the City (collectively a "Consent Claim") for Contractor's Services (defined below) provided under this Contract; provided, that City shall have no obligation to defend or indemnify Contractor Parties for a Consent Claim to the extent that such Consent Claim was caused by the sole negligence or willful misconduct of Contractor Parties.

5.1.3 Reasonable Reliance. Such reasonable reliance shall include any apparent legal authority to do so including, but not limited to: (1) the Juvenile Court Order Authorizing Health Assessments, Routine Health Care and Release of Information dated June 13, 2013; (2) San Diego County Superior Court Order Authorizing Optum to Disclose Therapy Treatment Plans and Evaluations of Children, Parents, and Guardians dated July 10, 2012; (3) San Diego County Superior Court Order Authorizing Health Assessments, Routine Health Care and Release of Information dated November 15, 2013; (4) court orders for treatment of individual patients; and (5) any substantially similar subsequent court order(s).

5.1.4 Contractor Services. Contractor Services include forensic medical examinations and evaluations, forensic interviews, reports, and court testimony related to criminal investigations, as further described in Section 1.1 of this Agreement.

5.1.5 Contractor will promptly notify City of any claim subject to Section 5.1.2 of which it becomes aware, and City reserves the right to control the defense or settlement of such claim, provided that Contractor will upon requesting indemnification from City provide reasonable cooperation to City in connection with the defense or settlement of such claim, and be entitled to participate in the defense of any such claim.

5.2 Insurance. Contractor shall not begin any Services under this Contract until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required 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 Contract, 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 Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract 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 Contract.

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

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.

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 Contract 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.

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.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract, shall only be carried by insurance companies with a current 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 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.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any Services are initiated under this Contract.

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 Contractor's insurance and shall not contribute to it.

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.

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 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.

3) 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.

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 Contract, without overhead, profit, or any other markup.

Additional Insurance. The Contractor may obtain additional insurance not required by this Contract.

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.

ARTICLE VI

CITY MANDATED CLAUSES

6.1 Drug-Free Workplace. The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Contract by this reference.

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

6.3 Non-Discrimination Requirements.

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

6.3.2 Non-Discrimination Ordinance. The 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. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The 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, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, vendors and suppliers.

6.3.3 Compliance Investigations. Upon the City's request, the Contractor agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Contractor 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 the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The 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 for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

6.4 Contractor Standards. This Contract is subject to the Contractor Standards clause of the San Diego Municipal Code Chapter 2, Article 2, Division 30. All contractors are required to complete the Contractor Standards Pledge of Compliance included herein as **Exhibit H**. The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing and Contracting Department by calling (619) 236-6000.

6.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by the City if the Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participated in negotiations with or otherwise had an influence on the selection of the Contractor.

6.6 Noise Abatement. Devices and activities which will be operated, conducted, or constructed pursuant to this Contract shall be operated, conducted, or constructed without causing a violation Chapter 5, Article 9.5 of the San Diego Municipal Code. (SDMC § 59.5.0301(b))

6.7 Storm Water Pollution Prevention Program. Contractor shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

ARTICLE VII

CONFLICT OF INTEREST

7.1 Conflict of Interest Laws. The Contractor 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. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

7.2 Contractor's Responsibility for Employees and Agents. The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

7.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

7.4 Violations of Conflict of Interest Laws. If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

ARTICLE VIII

MANDATORY ASSISTANCE

8.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Contract, upon the City's request, the Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

8.2 Compensation for Mandatory Assistance. The City will compensate the Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Contractor, its agents, officers, and employees, the Contractor shall

reimburse the City for all fees paid to the Contractor, its agents, officers, and employees for Mandatory Assistance.

8.3 Attorney Fees related to Mandatory Assistance. In providing the City with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 8.2 are not reimbursable.

ARTICLE IX

MISCELLANEOUS

9.1 Notices. In all cases where written notice is required under this Contract, 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 Contract. For the purpose of this Contract, unless otherwise agreed in writing, notice to the City shall be addressed to:

San Diego Police Department
1401 Broadway
San Diego, CA 92101
Attn: Administrative Service Division, Fiscal Management Unit
Mail Station 715

and notice to the Contractor shall be addressed to:

Margareta E. Norton
VP/Chief Administrative Officer
8001 Frost Street, SD 92123
(858) 966-4006

[remainder of this page intentionally left blank]

9.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Contract.

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

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

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

9.6 Compliance with Controlling Law. The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Contract. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

9.7 Controlling Law/Venue. The Contract and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

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

9.9 Integration and Amendments. This Contract represents the entire understanding of the City and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may not be modified or altered except in a writing signed by both parties.

9.10 Counterparts. This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

9.11 No Waiver. No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor 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.

9.12 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

9.13 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether or not to seek advice of counsel with respect to this Contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

9.14 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Contract and the exhibits or attachments, the main body of this Contract shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Contract, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, 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 Contract.

9.15 Exhibits and Attachments Incorporated. All exhibits and attachments referenced in this Contract are incorporated into the Contract by this reference.

9.16 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of the Services and termination or completion of the Contract.

9.17 Product Endorsement. The Contractor shall comply with the City's Administrative Regulation 95.65 concerning product endorsement which requires that any advertisement referring to the City as a user of a product or service will require the prior written approval of the Mayor.

Contract Number 10046298-NP

This Contract is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego Municipal Code Section §22.3210 and by Contractor.

I certify that I, Margareta E. Norton can legally bind Rady Children’s Hospital – San Diego, Chadwick Center for Children and Families, and that I have read, and understand, and agree to all of the terms and conditions of this Contract.

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

RADY CHILDREN’S HOSPITAL
CHADWICK CENTER

THE CITY OF SAN DIEGO
A MUNICIPAL CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

JAN I. GOLDSMITH, City Attorney

By: _____

Linda L. Peter
Deputy City Attorney

Attachments to Agreement:

- Attachment A – Insurance Requirements
- Attachment B – EOC Program Documents
- Attachment C – Drug Free Workplace Form
- Attachment D – EBO Certification Form
- Attachment E – ADA Certification Form

ATTACHMENT A
INSURANCE

FORWARD THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE ACCURACY ON THE INSURANCE CERTIFICATE

The insurance certificate must be prepared pursuant to the requirements listed below. Failure to comply with these requirements in a timely manner may jeopardize the renewal and/or continuation of this contract.

1. The **FULL** name of the Company(s) affording coverage must be named on the certificate of insurance. Insurance Company(s) selected **MUST** be authorized to do business in the State of California and rated “A-, VI” or better by the A.M. Best Key Rating Guide. A **Service of Suit Clause** must be furnished in the event a Company is a Surplus Lines Company.
2. **Commercial General Liability** insurance should be written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. (1) The CGL policy shall include wording that the policy is Primary and Non-Contributory.
3. **Commercial Automobile Liability** shall be written on an ISO form CA 00 01 12 90, a later version of this form, or an equivalent form. Insurance certificate shall reflect coverage for any auto.
4. The City of San Diego must be named as **additional insured** on **Commercial General Liability and Automobile Liability** coverage. (A specific City department shall not be named.) The City requires Contractors to submit: (1) an ACORD certificate with Additional Insured Endorsement naming the “City of San Diego, its respective elected officials, officers, employees, agents and representatives” as an additional insured, (2) a separate Additional Insured Endorsement page (CG 2010, CG 2026, or equivalent) also listing the “City of San Diego, its respective elected officials, officers, employees, agents and representatives” as an additional insured.
5. The Worker’s Compensation policy must be accompanied by an endorsement for the **Waiver of Subrogation of rights** against the “City of San Diego, its respective elected officials, officers, employees, agents and representatives.”
6. The authorized Insurance Agency Representative's original signature is required.
7. A notation of “**All Operations**” or the **Bid/P.O. Number and/or Job Title** must be included on the certificate (one (1) per certificate). (**Note:** The “All Operations” endorsement covers all current and future operations with the City of San Diego. Minimum coverage must be in accordance with bid or contract specifications)
8. **Certificate holder information must read as follows:**

City of San Diego, Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ALL said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the agreement. Renewal certificates must be received by the Insurance Coordinator, City of San Diego Purchasing & Contracting Department, 1200 Third Ave, Ste 200, San Diego, CA 92101-4195 prior to the expiration date in order to ensure continuation of contracts. (6/08-ydk)

ATTACHMENT B

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:
- Proposer 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. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Compliance Investigations. Upon the City's request, Proposer 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 Proposer 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 Proposer for each subcontract or supply contract. Proposer 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. Proposer 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 Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the

Nondiscrimination in Contracting Ordinance apply only to violations of the *Ordinance*.

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

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

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

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

A. Small Emerging Local Business Program Participation Level

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

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

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

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

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

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
 2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
 3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
 4. Community Activities. Proposer's current community activities.

VI. List of Subcontractors/Subconsultants. Proposers are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit *Subcontractor Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(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.

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

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

“Other Business Enterprise” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise. **Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services

- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

IX. List of Attachments.

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



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/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 Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

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

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

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														
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														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

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

TRADE 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)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

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 consultant 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 If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

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.*

Exhibit A: Work Force Report Job categories-Administration

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 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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

ATTACHMENT C

CONTRACTOR 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 Contract for this project contains language which indicates the Subcontractors Contract to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed _____

Printed Name _____

Title _____

Date _____

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:
---------------	--------------	---

Contract No.: _____

ATTACHMENT E
CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACT NUMBER: _____

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 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 _____