



CITY OF SAN DIEGO

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

Proposal No. 9655-10-V

REQUEST FOR PROPOSAL

Closing Date: November 10, 2009
@ 4:00 pm P.T.

Subject: Furnish the City of San Diego with Professional Actuarial Consulting Services for the City's Defined Benefit Retirement Plan

Timeline: As may be required for a period of one (1) year from date of a fully executed contract, with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____
[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

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

E-Mail _____

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

SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

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

City of San Diego Business Tax License #: _____

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

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

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

LESLIE VALDEZ, CPPB/bl9, Procurement Specialist

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TABLE OF CONTENTS

I. Background, Scope Of Work, And Objective	4
A. Background.....	4
B. Scope Of Work	5
C. Objective.....	5
D. Terms And Definitions	5
II. Specifications	6
A. Core Requirements And Deliverables	6
B. Qualifications And Experience.....	7
C. Operational Policies.....	9
D. Actuarial Practices	10
E. References.....	10
F. Proposers Implementation Plan	10
G. Optional Consulting Services	11
III. Pricing Submittal	12
A. Price Proposal Pages - Instructions.....	12
B. Option To Renew.....	13
C. Pricing For Optional Consulting Services	13
D. Pricing Pages.....	14
IV. Rfp Process	15
A. Procurement Specialist – Issuing Office.....	15
B. Questions	15
C. Submission Of Proposals	15
D. Closing Date	16
E. Late Submissions	16
F. Economy Of Preparation	16
G. Two (2) Volume Proposals.....	16
H. Submittals Required Upon Provisional Award.....	18
I. Evaluation Committees.....	18
J. Acceptability Of Proposals	18
K. Technical Evaluation	19
L. Price Evaluation.....	19
M. Oral Presentations (optional)	20
N. Negotiation (city Option).....	20
O. City’s Unilateral Right.....	21
P. Evidence Of Responsibility	21
Q. Basis Of Award.....	21
R. Incurred Expenses.....	21

TABLE OF CONTENTS *(Cont.)*

V. Specific Provisions.....	22
A. Precluded Participation.....	22
B. Roles Of The City Of San Diego Purchasing Agent,	22
C. Insurance Requirements.....	22
D. Indemnification And Hold Harmless Agreement	25
E. General Provisions.....	25
F. Independent Proposer	26
G. Subcontracting	26
H. Delays And Extensions Of Time	26
I. Suspension Of Work.....	26
J. Quality Assurance Meetings.....	27
K. Inspection, Acceptance, And Payment	27
L. Post Award Kick-off Meeting.....	27
M. Safety And Accident Prevention.....	27
N. Records And Retention.....	27
O. Data Ownership	27
P. Assignment	28
Q. Exceptions.....	28
R. Business Tax License.....	28
S. Confidentiality Of Services	28
T. Expectations Of Ethical Business Conduct	28
U. Statement Of Economic Interest.....	29
V. Entire Contract Documents.....	29
W. Contractor Standards.....	29
X. Confidential Information	30
Forms	31
Proposer's References.....	31
Proposer's Statement of Subcontractors	32
Proposer's Statement of Financial Responsibility	33
Contractor Information Form.....	34
Vendor Registration Form	35
Drug-Free Workplace	37
Contractor Standards.....	40
Work Force Report	45
Exhibit A.....	48
Attachment A	50

I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

SDCERS was created in 1927 by the San Diego City Council pursuant to Section 144 of the San Diego City Charter to administer retirement benefits for its members. In 1963, the San Diego Unified Port District contracted with SDCERS to administer its employee retirement benefits, followed by the San Diego County Regional Airport Authority in 2003. The System currently services approximately 13,573 active and inactive members, approximately 1,039 Deferred Retirement Option Program (DROP) participants, and approximately 4,597 retirees (as of June 30, 2008). SDCERS has approximately \$3.7 billion dollars of assets (as of October 31, 2008).

SDCERS is governed in accordance with the California State Constitution Article XVI (Section 17), the San Diego City Charter Article IX (Sections 141—148.1) and Article X (Section 1), and the San Diego Municipal Code (Sections 24.0100 et seq.), and Rules 1.00-35 of the Rules of The Retirement Board of Administration. The System is subject to additional provisions in state and federal law governing the System. At the State level, these include The Ralph M. Brown Act, the Public Records Act, The Prudent Investor's Act and the Fair Political Practices Act. At the federal level, the System is governed by specific provisions of the Internal Revenue Code regarding tax qualification. There are also comprehensive acts which cover the System; these include: the ADA, ADEA, COBRA, FLSA and the 1940 Investment Advisor's Act.

SDCERS provides a comprehensive range of member services to its active, retired and deferred members, including the administration of retirement, health, disability and death benefits; and provides vested members with a portion of their annual salaries when they retire. In order to attain the appropriate level of funding for each member, the plan specifies a formula to calculate the amount the participating employer and members must contribute each year until retirement. Participation in the Retirement System is required for all eligible employees of the City of San Diego. Depending on job classification, City employees participate in one of the five defined benefit plans: General Member plan, Policy Safety Member plan, Fire Safety Member plan, Lifeguard Safety Member plan, and Elected Officers plan.

SDCERS' Actuary

An actuarial valuation of the Retirement System's assets and liabilities is performed annually by the SDCERS' actuary and a report is presented to the SDCERS' Board. The valuation relies on the SDCERS Board's approved actuarial assumptions and is intended to provide a measure of the funding status of the pension fund and actuarially computed contribution rates. The System's current employed actuary is the actuarial consulting firm, Cheiron.

The three (3) Plan Sponsors within SDCERS - the City of San Diego, the Unified Port District, and the Airport Authority - require an annual actuarial valuation as of the end of their fiscal year, June 30th. Actuary consulting services described in this RFP are only required for the City of San Diego.

The City is seeking its own actuary who will provide analyses and forecasting independently from SDCERS's actuary. According to Article IX, Section 142 of the City Charter, "said actuary shall be one who has had actual experience in the establishing of retirement systems for public employees." An independent actuary offers the opportunity for objective opinions, analysis comparison, and additional assessment using assumptions approved by the SDCERS Board.

B. SCOPE OF WORK

Interested parties who have successfully demonstrated an ability to perform consulting work for a city or public agency of similar size as required by this RFP and have a proven record of success in providing actuary consulting services are invited to submit a response to this Request for Proposal (RFP). See Section II - Specifications for core requirements, deliverables and other requirements.

C. OBJECTIVE

The City of San Diego (City) is requesting proposals from qualified firms to provide professional actuarial consulting services to the City on various matters concerning the City's Retirement System. This Request for Proposal (RFP) describes the City's Retirement System, the scope and objectives of the work, the proposal requirements and related information. The actuarial services being requested in this RFP will be separate and independent from the actuary services used by the San Diego City Employees' Retirement System (SDCERS). The independent actuary services shall include review of the SDCERS' actuarial valuation and assumptions as well as their implications for the City. Included in this RFP is a questionnaire to be completed by all respondents.

The term of this contract shall be for a period of one (1) year from the date of a fully executed contract, with options to renew for two (2) additional one (1)-year periods under the same terms and conditions. The contract is subject to termination on thirty (30) days written notice.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer
3. Contract Administrator: Successful Proposer's point of contact in the Financial Management Department for implementation of project(s) specified per this RFP. Contact information for Contract Administrator will be provided after award of contract. Contract Administrator may also be designated as the City Project Manager.
4. Consultant Team: Proposer's employees assigned to this contract to perform services required under this RFP.

II. SPECIFICATIONS

A. CORE REQUIREMENTS AND DELIVERABLES

The selected actuary shall perform projects, cost analysis, cost estimates, and other financial modeling assistance for the City on an as-needed basis:

1. Perform review and analyses of the SDCERS' annual actuarial valuation. The analyses shall include a review of the actuarial basis and the validity of assumptions used in the SDCERS actuary valuations and a narrative description of methodologies used for determination of the valuation, and/or any issues resulting from the valuation work. Review(s) shall include analyses of the annual contribution projections, cash flow projections, economic assumptions, mortality tables, present value factors, survivor benefit factors, and other factors, as needed.
2. Perform various cost analysis and consulting regarding the impact of proposed salary and benefit changes throughout the year. These studies vary in scope and complexity and require a written summary of the findings and the assumptions.
3. Provide actuarial consultation, education and advisory services to the City on any technical, policy, legal or administrative problems arising during the course of operations through meetings, routine telephone calls and written correspondence. Actuarial services may be required in areas related to Federal, state, or municipal legislation.
4. Provide recommendations to City officials, as needed, related to possible improvements in the financing and benefit structure of the Retirement System and related to new developments in the retirement industry; and keep the City officials apprised of current trends and progress within the actuarial profession.
5. As requested, the selected actuary shall attend meetings for the purposes outlined above with the City officials to review progress, findings, conclusions, and provide recommendations.
6. The selected actuary, if requested, may make oral presentations to the City officials and/or City Council to assist in achieving full understanding of the annual valuation and its recommendations.
7. Keep the City officials advised on developments in federal legislation and/or regulations regarding financing, benefits, fiduciary responsibility, disclosure, etc. Be available for periodic educational discussions with Mayor and City staff.
8. Other miscellaneous duties, studies or reports which may be requested by the Mayor and/ or City staff.

B. QUALIFICATIONS AND EXPERIENCE

The following experience, qualifications and skills are required to successfully complete the requirements of this RFP. The selected actuary shall have a proven track record in municipal pension actuary services in the State of California. In order to evaluate your firm, Proposers shall respond to the following:

1. Proposer shall provide a brief history of your firm which includes:
 - a. Year organized;
 - b. Ownership structure;
 - c. Number of employees and organizational structure;
 - d. Affiliated companies; and
 - e. Year actuarial services began.
2. Number of pension plans your firm has as clients.
3. List the five (5) largest of your public pension plan clients:
 - a. Public pension plans.
 - b. ERISA plans.
 - c. Total number of actuarial clients.
 - d. Total market value of actuarial relationships.
 - e. Distribution of actuarial clients by size.

Amount (in millions)	Number of all Actuarial Clients	Number of Public Pension Plan Clients

4. Length of client service:

Years	Number of all Actuarial Clients	Number of Public Pension Plan Clients

5. Please provide the names and addresses of two (2) actuarial accounts which you have added in the last three (3) years.
6. Please provide:
 - a. The names and addresses of two (2) actuarial accounts which have been terminated by the client in the last three (3) years. Explain reason(s).
 - b. The names and addresses of any actuarial accounts terminated for cause.
7. How many professional individuals are involved in the actuarial consulting?
8. Please attach biographies of key individuals in actuarial consulting activities.
9. Identify the principal actuary by name who will be assigned to the City. Before what legislative and administrative bodies has the principal actuary testified in support of actuarial positions and/or principles used in actuarial calculations? The selected contractor shall not substitute the principal actuary without prior written approval from the City.
10. What level of personnel turnover have you experienced in the last 4 to 5 years?
11. What other professionals interface with clients and how often? Please list those employees by name and title and include biographies.
12. How do you determine the number of accounts assigned each actuary? What is the maximum number of accounts assigned to any one (1) actuary? How many accounts are assigned to the proposed principal actuary?
13. Is your firm a Minority or Woman-Owned Business Enterprise (M/WBE)? Is your firm certified or has it ever been certified as an M/WBE by the City of San Diego or any other public agency?
14. Describe the firms' internal quality control policy and procedures.
15. Describe the firm's computer facilities and capabilities, including the following: Where are the firm's computer facilities located? Are they a part of the firm or does the firm contract with a separate entity for computer services?
16. Include a disclosure of any recent (within the past five (5) years) or pending litigation brought against your firm for fraud, malpractice, misrepresentation, negligence or similar cause of action involving the firm's delivery of actuarial services or a statement that there is no such litigation.
17. Describe the levels of coverage for errors and omissions insurance and any other fiduciary or professional liability insurance your firm carries for negligent acts or omissions.
18. What can your firm offer the City that distinguishes you from your competitors?

19. The Consultant Team shall have successfully completed actuarial services similar to the scope of work required by this RFP, Section II for public agencies.
20. Consultant shall provide resumes for each Consultant Team member assigned to the City's account. Resumes shall make evident that preparers meet the qualifications for the appropriate discipline of the assigned tasks pursuant to the requirements of this RFP.
21. The Consultant Team shall also have strong research and technical writing skills, strong observation skills, attention to detail, the ability to work independently, the ability to be responsive and flexible to input and direction from the community and City staff, and produce high-quality written materials within specified time lines.
22. Consultant Team shall be competent in use of standard computer technology. The format for all draft and final documents shall be in Microsoft Word / Microsoft Excel (Version 6.0 or higher). The City will not provide any training about how to perform any of the computer-related tasks required completing the requirements of this RFP.
23. The Consultant Team shall provide contact information, including e-mail address, for the Principal in Charge and project managers assigned to this contract account.
24. The Consultant Team shall submit a minimum of two (2) writing samples done in the last five (5) years relevant to the proposed scope of work.
25. The Consultant Team shall be accessible, at the minimum, by e-mail and telephone, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time excluding City holidays.
26. The Consultant Team shall provide the City's Project Manager a percentage (%) estimate of prime and sub-consultant time anticipated for completing each task / deliverable related to the scope of work.

C. OPERATIONAL POLICIES

To assist the City in evaluation, Proposal shall respond to the following:

1. Please provide a sample of your actuarial reports.
2. List and describe the range of other financial services your firm offers.
3. Explain any potential conflict your firm would have in servicing the City regarding this pension fund.

4. List any subsidiary or branch of your firm that engages in the management of equities, fixed income securities, venture capital, real estate or pension plans or any other investment consulting services. Give details, if appropriate, and explain why this would not be a conflict of interest. Support your statements with appropriate documentation.
5. List any business relationships your firm has with investment managers, master custodians, brokers, consultants, etc.

D. ACTUARIAL PRACTICES

In order to evaluate Proposer practices, Proposer shall respond to the following:

1. What pension liability costing method do you normally use for public fund clients? If different costing methods are used, what criteria are utilized to determine which costing method to use?
2. What inflation assumption is normally recommended for public fund clients? Please explain.
3. What salary increase assumption is normally recommended for public fund clients? Please explain.
4. What return assumption is normally recommended for public fund clients? Please explain rationale.
5. If the above assumptions (2, 3 & 4) are adjusted for individual clients, what criteria are utilized to make the adjustments?

E. REFERENCES

Consultant Teams are required to provide to the City of San Diego a minimum of three (3) references for completion of projects of similar scope as specified in this RFP (use form in the Forms section). Proposer shall provide a sample report prepared for each reference provided evidencing a similar scope of work was provided each of the three (3) references. This will enable the City to judge product reliability, performance, and other information. The City reserves the right to contact references not provided by the Consultant Team.

F. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Contractor intends to provide actuarial services to the City. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

G. OPTIONAL CONSULTING SERVICES

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

III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES - INSTRUCTIONS

Proposers shall submit their proposal for pricing and assumption of how many hours may be required to complete the requirements noted in Section II of the RFP on the following City's Price Proposal pages. The City requires that the proposal include annual fee amounts for each of three (3) years. Please provide as an attachment the names and titles of employees assigned to the City, specific services to be provided by the assigned employee, an hourly rate schedule for three (3) years, and the total amount for listed employee.

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

Fixed price shall be inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including subcontractors. No other charges will be considered. Price shall explain the basis for calculation. Payment to be made in arrears for services rendered. Payments of actuarial fees will be made upon receipt of an invoice detailing the tasks performed and the hours expended for each task.

For evaluation purposes, prices are requested for Year 1, Year 2 and Year 3 of the potential contract period. Progress payments may be proposed but may be subject to negotiation. Additionally, the City may withhold approximately ten (10) percent of the total contract price until all services provided by the Proposer have been determined to be acceptable to the City.

Evaluation of award will be based on a fully-burdened fixed price (lump sum total) of each year's pricing on the Pricing Pages, all costs inclusive for the core requirements and deliverables as specified in Section II of this RFP. No other charges will be considered. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed. Price evaluation will be based on prices entered on the City price pages only.

Proposers shall provide an attachment to the Pricing Pages that reflects the breakdown of labor hours, levels of effort, and other rationale used in determining all proposed lump sum pricing.

B. OPTION TO RENEW

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

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

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

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

C. PRICING FOR OPTIONAL CONSULTING SERVICES

Pricing for optional consulting services will not be included in the evaluation of this RFP. Proposers shall provide, as an attachment to their pricing submittal page, pricing for optional consulting services. Prices shall include firm-fixed fully-burdened hourly labor rates for key personnel for the period of one (1) year from date of fully executed contract with options to renew for two (2) additional one-(1) year periods.

D. PRICING PAGE

**PRICING FOR CORE REQUIREMENTS AND DELIVERABLES AS SPECIFIED IN
RFP SECTION II**

The City requires that the proposal include annual fee amounts for each of three (3) years.

Proposers must provide as an attachment the names and titles of employees assigned to the City, specific services to be provided by the assigned employee, and an hourly rate schedule for three (3) years.

Year	Services	Staff (Positions)	Estimated Hours (Annual)	Hourly Rate	Total Amount
1				\$	\$
2				\$	\$
3				\$	\$

The above table shall relate to the services outlined in Section II, Specifications of this RFP. Proposer shall provide complete details of how the fee schedule above was developed. This shall include assumptions of how many hours of consulting services will be needed to fulfill each of the requirements.

IV. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

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

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. Pacific Time on October 14, 2009. Such requests should contain the following: “QUESTIONS: 9655-10-V-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Proposers must e-mail Leslie Valdez at LValdez@saniego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:

- a. Submitted in the format set forth herein;
- b. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
- c. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
- d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);

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

Proposers must submit one (1) original and six (6) copies of the Technical Volume plus one (1) original and six (6) copies of the Price Proposal volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

D. CLOSING DATE

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

E. LATE SUBMISSIONS

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

F. ECONOMY OF PREPARATION

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

G. TWO (2) VOLUME PROPOSALS

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

1. Volume I – Technical Proposal

a. Executive Summary

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

b. Section II, Specifications

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

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

c. Additional Submittals/Forms

- (1) Proposer's References (use form in the Forms section).
- (2) All documents requested as specified in Section II of this RFP.
- (3) Contractor Standards (use form in Forms section).

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

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

b. Price Proposal Pages

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

c. Additional Submittals/Forms

(1) Proposer's Statement of Financial Responsibility as specified in Section IV, paragraph L (use form in the Forms section).

(2) Contractor Information Form (use form in the Forms section).

(3) Vendor Registration Form (use form in the Forms section).

(4) Workforce Report (use form in Forms section).

(5) Contractor Certification Regarding Drug-Free Workplace Compliance (use form in the Forms section).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance requirements as specified in Section V, paragraph C.

2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.

3. Business Tax License as specified in Section V, paragraph R, if not currently on file.

I. EVALUATION COMMITTEES

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

J. ACCEPTABILITY OF PROPOSALS

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

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

K. TECHNICAL EVALUATION

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

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

1. Qualifications and Experience;
2. Executive Summary and Specifications;
3. Past performance as indicated by references;
4. Optional Oral Presentations for Interview and establishment of Rapport with Key Personnel; and

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

L. PRICE EVALUATION

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

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

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

M. ORAL PRESENTATIONS (OPTIONAL)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within five (5) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

N. NEGOTIATION (CITY OPTION)

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

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

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

O. CITY'S UNILATERAL RIGHT

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

P. EVIDENCE OF RESPONSIBILITY

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

Q. BASIS OF AWARD

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

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

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

R. INCURRED EXPENSES

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

V. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

The successful Proposer to this RFP will be precluded from participation in any follow-up contracts related to or that incorporate the findings of this RFP.

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

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

C. INSURANCE REQUIREMENTS

Insurance. The winning Proposer (Proposer) shall not begin any work under the Contract resulting from this RFP until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant 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. Proposer's liabilities, including but not limited to Proposer's indemnity obligations, under the Contract resulting from this RFP, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this RFP and Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this RFP may be treated as a material breach of contract by the City. The Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this RFP.

Types of Insurance. At all times during the term of the Contract resulting from this RFP, the Proposer 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 \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two 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 Proposer's automobiles including owned, hired and non-owned automobiles, the Proposer 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 \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Proposer's employees who are subject to the Contract resulting from this RFP and to the extent required by the applicable state or federal law, the Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

Deductibles. All deductibles on any policy shall be the responsibility of the Proposer 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 the Contract resulting from this RFP or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of 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 work is initiated under the Contract resulting from this RFP.

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 Proposer's insurance and shall not contribute to it.

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

Automobile Liability Insurance Endorsements

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

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

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against 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 Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this RFP without overhead, profit, or any other markup.

Additional Insurance. The Proposer may obtain additional insurance not required by the Contract resulting from this RFP.

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.

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Proposer agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Proposer's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Proposer and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this RFP, and all expenses of investigating and defending against same; provided, however, that Proposer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under the Contract resulting from this RFP will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

E. GENERAL PROVISIONS

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

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

F. INDEPENDENT PROPOSER

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

G. SUBCONTRACTING

The winning Proposer shall not subcontract all or any part of the work to be performed pursuant to this Request for Proposal without the prior written approval of the City.

H. DELAYS AND EXTENSIONS OF TIME

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

I. SUSPENSION OF WORK

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

J. QUALITY ASSURANCE MEETINGS

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

K. INSPECTION, ACCEPTANCE, AND PAYMENT

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

L. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be inclusive of the prices proposed in Section III, Pricing Pages.

M. SAFETY AND ACCIDENT PREVENTION

Proposer must comply with all applicable federal, state, county or municipal safety and accident prevention requirements, such as Occupational Safety and Health Administration (OSHA), a regulatory office of the U.S. Department of Labor.

N. RECORDS AND RETENTION

Upon contract expiration or termination of the contract, the Proposer shall provide electronic copies of the data collected and recorded to the designated Contract Administrator. Data format will be agreed upon by both City and Proposer.

O. DATA OWNERSHIP

The City retains for itself ownership and rights of ownership to all data gathered, reports and work product prepared by the Proposer in the performance of its responsibilities under this contract. Proposer acknowledges that the City retains ownership and rights of ownership to all of its data. Proposer shall not, without the written consent of the City, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this contract.

P. ASSIGNMENT

Proposer shall not assign any portion of the Contract resulting from this RFP for services to be rendered without written consent first obtained from the City and any assignment made contrary to the provisions of this section may be deemed a breach of the Contract and at the option of the City shall not convey any rights to the assignee.

Q. EXCEPTIONS

If a Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal by the due date and time noted on the Request for Proposal cover page. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions. Acceptance of such exceptions shall be governed by the General Provisions.

R. BUSINESS TAX LICENSE

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

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

S. CONFIDENTIALITY OF SERVICES

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

T. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

While doing business with the City, Proposers are expected to adhere to the standards of ethical business conduct as reflected in the document found as Attachment A to this RFP.

U. STATEMENT OF ECONOMIC INTEREST

In order to prevent potential or perceived conflicts of interest among Proposer personnel, the City will request that all key personnel of the Proposer with the best offer complete and submit a current Statement of Economic Interest Form 700 prior to execution of the Contract. Please visit the link for the 2007-2008 form and instructions at <http://www.fppc.ca.gov/forms/700-07-08/Form700-07-08.pdf>.

V. ENTIRE CONTRACT DOCUMENTS

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

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

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

W. CONTRACTOR STANDARDS

This Proposal is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Proposers are required to complete the Contractor Standards Pledge of Compliance included in this Request for Proposal (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

X. CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and scope was performed for a public agency. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

Requirements of Contract: _____

PROPOSER'S STATEMENT OF SUBCONTRACTORS

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

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

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

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

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

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

CONTRACTOR INFORMATION FORM

CONTRACTOR: _____

PROPOSAL NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

PAGER NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: _____

SIGNATURE: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN
WRITING TO THE CONTRACT ADMINISTRATOR.

Vendor Registration Form



The City of San Diego
Purchasing and Contracting Department
Vendor Registration

Vendor ID:

Firm Information

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

Contact Information

Name:
Title:
Email:
Phone: Cell:

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

Check here if same from above ☐

Mailing Address:
City: State: Zip:

Contractor Licenses

License Number:		License Type:	
License Number:		License Type:	
License Number:		License Type:	
License Number:		License Type:	

Form continues on reverse side

Ownership Classification

Classification:
(* select from the list of Ownership Classification Codes provided below)
Check here if Certified by Agency: ☐
Certification #:
Agency:
Certification #:
Agency:

Ownership Classification Codes:

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

Product/Services Description:

Product/Services Information:

NAICS Codes:
*select from a list of available NAICS Codes either from the website
<http://www.census.gov/epcd/www/naics.html>
and select 2007 NAICS codes 6 digit only
or from a hard copy available at Purchasing and Contracting

DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

PROPOSAL NUMBER:

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

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

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

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

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

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

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

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

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

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

☐ **Joint Venture** Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☐ No

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

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☐ No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☐ No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ Yes ☐ No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☐ No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☐ No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☐ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*.
☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

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

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all local applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

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

Print Name, Title

Signature

Date



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
1010 SECOND AVENUE, SUITE 500
SAN DIEGO, CA 92101
PHONE (619) 533-4464 • FAX (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to 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.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

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

Name of Company: _____

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: () _____ - _____

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

I, The undersigned representative of _____
(Firm Name)

(County)

(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____

DATE: _____

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

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

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

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

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

GRAND TOTAL ALL EMPLOYEES	
---------------------------	--

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

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____

DATE: _____

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

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

OCCUPATIONAL CATEGORY	(1) African- American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

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

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

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

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) Exhibit B to the RFP takes precedence over conflicting terms in the RFP; (2) the RFP takes precedence over conflicting terms in the General Provisions; (3) the General Provisions take precedence over conflicting terms in the proposal; and (4) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

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

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

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

JAN I. GOLDSMITH, City Attorney

By: _____

Deputy City Attorney



Attachment A

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. **Employ Good Business Practices** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - **Equal Employment Opportunity Contracting** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to 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, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]
 - **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]

- **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City’s Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City’s Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City’s procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department’s “Vendor Information” web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with

all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
- Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure 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., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.