



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

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

Proposal No. 9723-09-W-RFP

REQUEST FOR PROPOSAL

Closing Date: July 23, 2009

@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Industrial Medical Services

Timeline: As may be required for a period of two (2) years from date of fully executed Contract, with options to renew for three (3) additional one (1) year periods (total contract period cannot exceed five (5) years), in accordance with the attached specifications and requirements.

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

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 # _____

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) 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.
- 5) All proposers' must complete and submit the Vendor Registration Form with their proposals.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/cnn, Procurement Specialist

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I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego (City) self-insures and self-administers its Worker's Compensation (WC) liability, which is administered by the City's Risk Management Department. The Risk Management Department employs approximately twenty-two claim professionals and various clerical staff to administer benefits on approximately 3,800 open WC files and is dedicated to providing a high-level of customer service, best medical care and all appropriate indemnity benefits to injured employees. Additionally, the City has formed a Medical Provider Network (MPN) and works closely with our current Industrial Medical Service providers to provide outstanding medical services to the City's injured workforce.

The following table illustrates the approximate number of City employees and the approximate number of WC injuries by City Department for fiscal year (FY) 2008 (i.e. the period from July 1, 2007 thru June 30, 2008).

Department	No. of Budgeted Positions Fy2008	No. of WC Injuries Fy2008
Environmental Services	459	83
General Services	736	134
Metro Wastewater	916	115
Park and Recreation	867	147
Police Department	2,818	570
Fire Department	1223	353
Water Department	850	140
All Other Departments	3,017	239
Total:	10,886	1,781

This Request for Proposal (RFP) is being issued to solicit proposals from qualified Proposers for Industrial Medical Services for the City's self-insured and self-administered Worker's Compensation Program. The current contracts for Industrial Medical Services are with Sharp Rees-Stealy, and U.S. Healthworks Medical Groups, and expire December 7th 2009.

B. SCOPE OF WORK (SOW)

The City of San Diego (City) is seeking an experienced and qualified Proposer(s) of Industrial Medical Services to provide the work as specified in the Core Requirements detailed in Section II, of this RFP which shall include but not necessarily be limited to medical treatment for Industrially Injured and Ill City employees, Safety and Preventive Services, Respiratory and Audiometric examinations. The City shall select, at their discretion, Proposer's physicians for inclusion to the City Medical Provider Network.

C. OBJECTIVE

The objective of this RFP is to make an award to qualified Proposer(s) that deliver Industrial Medical Services, which represents best overall value to the City meeting the specifications and requirements of this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer
3. City of San Diego: City
4. MPN: City of San Diego's Medical Provider Network
5. RFP: Request for Proposal
6. OMFS: Official Medical Fee Schedule

II. SPECIFICATIONS

A. REQUIREMENTS OVERVIEW

1. The Proposer and any subcontractors shall agree to follow the medical treatment pricing guidelines in Labor Section 5307.1 and in Title 8, California Code of Regulations Article 5.3, Official Medical Fee Schedule and Article 5.5, Application of the Official Medical Fee Schedule (Treatment). Increases or decreases to fees covered by the above statutes shall occur, during the contract period, when the State provides an increase or decrease in fee(s). The City wishes to achieve the best market value for medical treatment along with the best medical care for City employees. To provide pricing for these services see Section IV, Pricing Page, entitled Workers' Compensation Medical Treatment Pricing, Items A-1.a through 1.d.
2. The Proposer shall arrange to provide outpatient surgical services for industrially injured City employees. The City wishes to achieve the best market value for outpatient surgical services. The Proposer shall provide the best pricing offer for outpatient surgical care using the fees outlined in Official Medical Fee Schedule. To provide pricing for these services see Section IV, Pricing Page, Item A-2.
3. The Proposer shall arrange to provide inpatient/outpatient hospital services for city employees, if such service is available for the proposer to provide. The City wishes to achieve the best market value along with the best hospital care available in San Diego County. The proposer shall provide the best pricing offer for inpatient/outpatient hospital care using the state's official medical fee schedule as a guideline. To provide pricing for this service see Section IV, Pricing Page, Item A-3.
4. The Proposer and any subcontractor, that provides outpatient or inpatient surgery, shall provide information about the availability of surgical hardware or implants for inpatient and outpatient surgery. The Proposer and any subcontractor shall provide its philosophy on surgical hardware or implants pricing for inpatient and outpatient surgery and the pricing formula currently used. The City is looking to achieve best pricing for this non-OMFS service. To provide pricing for this service see Section IV, Pricing Page, Items A-4.a and 4.b.
5. The Proposer shall arrange to provide radiological services that include magnetic resonance imaging scans, computerized axial tomography scans and any other scan used as a diagnostic service. The Proposer shall provide a best pricing offer for the list scans using the state's OMFS as a guideline. To provide pricing for this service see Section IV, Pricing Page, Item A-5.

6. To be considered for the audiometric examination component of the RFP, the Proposer shall provide audiometric examinations. The Proposer shall provide audio metric examinations consisting of air conduction, pure-tone testing at the test frequencies 500, 1,000, 2,000, 3,000, 4,000, 6,000 and 8,000Hz for each ear individually. All test vehicle/vestibules and equipments must meet OSHA and ANSI specifications for audiometric testing. A cost per employee for each protocol must be provided. To provide pricing for this service see Section IV, Pricing Page, Item B-1.
7. To be considered for the respiratory medical examination component, the Proposer must provide all the medical examination protocols outlined in Section IV, Pricing Page, Item B-2. A cost per employee for each protocol must be provided. The Proposer must describe the services that will be provided and the equipment that will be utilized for each protocol. The occupational history protocol shown on the Pricing Page, Item B-2, shall be performed for each employee who is required to wear a respirator. A copy of the Proposer's medical history questionnaire must be included with the proposal. The physical examination must include an evaluation of all vital signs necessary to determine an employee's fitness for wearing a respirator (e.g., pulse, blood pressure, respirations), and a clinical examination of the chest, heart, and face (for adequacy of respirator fit). The proposal must state which vital signs will be evaluated and why, and describe the clinical examination offered. The Proposer shall describe the equipment used in the Pulmonary Function Test. To provide pricing for this service see Section IV, Pricing Page, Item B-2.
8. The protocols shown on the Pricing Page, Item B-3 are to be performed only when the examining physician has justifiable concern regarding health risk due to the use of the respirator and when the City has given prior approval. If the Proposer believes that the medical assessment for all employees wearing a specific type of respirator (e.g., self contained breathing apparatus) should include these protocols, then the Proposer should so indicate and explain why. To provide pricing for this service see the Pricing Page, Item B-3
9. Health and safety training: The proposer shall agree to provide health and safety training to city personnel. The proposer shall agree to provide the first 50 hours of consulting/training in the area of safety/prevention services during each contract year at no cost to the city. For services exceeding the 50-hour no cost to the city provision, the proposer shall provide, an hourly fee for physician and non-physician involvement for consulting/training in the area of safety/prevention services. To provide pricing for this service see the Pricing Page, Item B-4.

10. If the Proposer has an audiometric van capable of going to City work locations, the Proposer must provide a cost associated with having an audiometric “van” go to City locations to perform audiometric examinations. Additionally, the Proposer shall include a separate cost to perform audiometric training, if provided, to employees when the van is used to perform audiometric testing at City locations. To provide pricing for this service see Section IV, Pricing Page, Item B-5.
11. Each proposer shall provide an hourly fee for physician and non-physician involvement in Section II, paragraph D, entitled Safety/Prevention Services and Reports, items 1-5. To provide pricing for this service see Section IV, Pricing Page, Item B-6.

B. CORE REQUIREMENTS

Medical Care for Industrially Injured or Ill City Employees

1. The Proposer agrees to provide medical treatment to City employees who sustain work related injuries or illnesses. The requirement of providing medical care to City employees requires that the Proposer be in compliance with all California Labor Code and Title 8, California Code of Regulations that apply to providing medical care. The Labor Code and Code of Regulation requirements include but are not limited to Regulation 9785 that apply to the reporting duties of the Primary Treating Physician, Labor Code Section 4610 and Article 5.5.1 of the Code of Regulations that applies to Medical Treatment Utilization Review, Labor Code Section 5307.1 and Articles 5.3 and 5.5 that apply to various fee schedules for payment of medical care and Labor Code Sections 4616 through 4616.7 and Regulations 9767.1 through 9767.16 that applies to Medical Provider Networks. The Proposer agrees to follow any modification to Labor Code or the Regulations during the contract period.
2. The City reserves the right to award multiple contracts (medical treatment facilities) to ensure that medical treatment is geographically and demographically suitable for employees who work for the City of San Diego.
3. The Proposer and any subcontractors are required to provide medical treatment Monday through Friday, from 8am to 5pm. If medical treatment is needed after 5pm, on weekends or Holidays the Proposer shall make arrangements to provide medical treatment and explain the methodology of providing the treatment. The Proposer agrees that on first visits for new injuries, City employees will be seen on a walk-in, no appointment required basis. In the case where a wait of 30 minutes or longer to see a physician for a medical appointment is anticipated the Proposer agrees that City employees will be given the option to reschedule their appointment time.

4. The Proposer shall agree to follow Professional Code Sections 3500 through 3546 and Title 16, California Code of Regulations, Sections 1399.540 through 1399.571 that pertain to the use of Physician Assistants (PA) for purposes of providing medical care to City employees. The Proposer shall agree that the PA shall not be allowed to remove or return a City employee from work except under the review and signed approval of a licensed physician. The Proposer shall agree that if a City employee is examined by a PA upon the first visit, for a new injury or illness, the Doctor's First Report will be reviewed and signed by a California licensed physician. The Proposer shall agree that any time a PA believes an injury or illness is not medically job related a California licensed physician will review, approve and sign the medical report. The Proposer shall agree to provide, when requested by the City, the written guidelines or protocols for those medical tasks the PA is allowed to perform and the name of the physician assigned to supervise the job performance of the PA. The Proposer shall agree to provide a California Physicians Assistant license for each PA that will provide medical care to City Employees.
5. The Proposer agrees to maintain and provide medical facilities, available to City employees, that include the following:
 - 1) X-ray capabilities.
 - 2) Audio equipment for hearing testing.
 - 3) Equipment to diagnose vision problems.
 - 4) Pulmonary functions equipment.
 - 5) Laboratory services.
 - 6) Electro cardio graphic (EKG) equipment.
 - 7) Examining rooms.
 - 8) Parking accommodations.
 - 9) Storage of City employee medical files per contract year.
 - 10) Availability of public transportation.
6. The Proposer and subcontractors agree to complete the City's Industrial Disability Leave Slip, attached and marked Exhibit C, for employee visits that involve medical treatment and/or physical therapy. The Proposer shall time stamp the City's Disability Leave Slip with the time the City employee arrived and departed from the facility. The Proposer and subcontractors shall agree to assist and work with City claims staff in returning employees to light duty when appropriate. The Proposer and subcontractors shall agree to provide City staff with written work restrictions, allowing city staff to select light duty positions.

7. At some point during the first two years of the contract period, the Proposer shall provide at no cost to the City, the ability to electronically access information such as required worker' compensation reports, and medical information concerning the employees latest medical exam. When City claims staff must verbally request information, the Proposer shall maintain physicians and administrative staff conversant with California Workers' Compensation laws and regulations and answer City claim staff questions at no cost to the City. The Proposer shall work with the City to provide same day notification whenever a City employee is taken off work or returned to work. The Proposer shall make available a principal physician or physicians to verbally respond to issues relating to workplace exposures and medical issues as needed. This service will include consultation with City claims/safety staff, City Supervisory/Management staff and City Attorney staff. Identify the available physician or physicians.
8. If the City decides to provide pharmaceuticals through a pharmacy benefit network plan, in compliance with California Labor Code 4600.2, the Proposer shall agree to refer all City employees who need medication to the pharmacy benefit network plan.
9. The Proposer shall agree to mutually develop reporting criteria related to data and information relating to industrial medical services provided by the Proposer. The mutually developed reporting criteria shall be provided to The City on a quarterly basis.
10. The Proposer shall agree to establish a complaint review process to identify, monitor, and resolve complaints made by City employees. Review and discuss complaints with the City based on confidentiality and other legal constraints. The Proposer agrees to conduct or cause to be conducted a patient satisfaction survey, specific to the City, during the first six (6) months of the proposed Agreement and during the last six (6) months of the initial two (2) year proposed Agreement and during the last six (6) months of each extension of the proposed Agreement, if such extension exists. The successful Proposer agrees to consult with the City regarding the substance, procedure and results of each survey.
11. The Proposer agrees to price all medical-legal testimony fees (depositions and WCAB testimony) in accordance with Title 8, California Code of Regulations, Section 9795.
12. The Proposer and any subcontractor that provides outpatient or inpatient surgery shall agree that charges for surgical hardware or implants shall occur directly between the surgical facility and the hardware or implant manufacturer. The hardware or implant manufacturer shall be the firm or company responsible for producing and or assembling the surgical hardware or implant. The Proposer or subcontractor shall attach the manufacturer's invoice for the surgical hardware or implant to the Proposer's or subcontractor's bill for services and forward the bill and invoice to the City.

13. The Proposer shall not charge a “no show” fee for routine occupational medicine visits. Specialty medical appointments are excluded from this requirement.

C. MPN CORE REQUIREMENTS

1. Proposer shall be required to conform to all of the Core Requirements listed in B.1-13, as well as the following Core Requirements 1-17.
2. Proposer shall submit a list of physicians who will be providing occupational Medical services to include the following: Name, license number, taxpayer identifications number, specialty and location of each physician. By submission of these physicians, Proposer is confirming that a contractual agreement exists between the physicians and the Proposer to provide treatment for Injured Workers in the Workers Compensation system.
3. Proposer understands and agrees that the City maintains the right of refusal or removal of any physician on the list in its sole discretion without notice and without cause.
4. Proposer must describe how a determination is made that their physicians have competency in occupational medicine. Explain your internal structure for evaluating how your physician’s treatment and reporting is compliant with all CA Labor Code & Administrative Regulations as well as compliance to your own internal policies and procedures.
5. Proposer must have primary treating physicians and a hospital for emergency health care services, or if separate, from such hospital, a provider of all emergency health care services.
6. Proposer shall submit the name, license number, tax identification number, specialty or type of service and location of each ancillary service that will be providing medical services within the MPN. By submission of these ancillary services the Proposer is confirming that a contractual agreement exists between the Provider and these ancillary services.
7. The Proposer understands and agrees that a City employee may select any physician within the MPN for treatment.
8. Proposer shall ensure that their physicians shall only treat or evaluate City employees at authorized MPN locations listed on the MPN website.
9. For non-emergency specialist services the Proposer shall ensure that an appointment is available within 20 business days from date of request by doctor, employee and/or Risk Management. If an appointment is not available with Proposer within 20 business days, proposer agrees to refer injured worker to another Proposer within the MPN.

10. The Proposer and subcontractors agree to insure the City's Claim Staff is contacted to obtain authorization before any referral is made to a specialist. Specialty referrals shall be made within the MPN.
11. Should the City contract with multiple Proposers for its MPN, Proposers shall agree to cooperate with one another when an employee elects to transfer care within the MPN.
12. Should an injured City employee elect to pursue the Second and Third opinion process described in REG 9767.7, Proposer shall ensure that a copy of the written report shall be served on the employee, the City's Claim Representative and the treating physician within 20 days of the date of the appointment or receipt of the diagnostic tests, whichever is later.
13. Provide an affirmation that the physician compensation is not structured in order to achieve the goal of reducing, delaying, or denying medical treatment or restricting access to medical treatment.
14. Proposer shall appoint a Liaison who will perform the following duties:
 - a. Within 14 days electronically submit Exhibit D to the City when a physician is no longer is contracted with Proposer or when any physician changes locations.
 - b. Submits Exhibit D to the City when a new physician is being considered for occupational medical services for approval by the City.
 - c. Liaison may schedule and coordinate Specialty appointments.
 - d. Liaison will be the contact person to help resolve issues that may arise with the City's MPN and treatment thereof and therefore must have knowledge of CA W.C. laws and regulations.
15. Proposer shall appoint a Specialty Care Coordinator who will perform the following:
 - a. Schedules and facilitates specialty care appointments.
 - b. Assists the claim staff in the coordination of specialty care appointments.
16. The Proposer shall agree not to send any form of mail to City employees advertising their availability on the MPN and shall not independently market City Departments.

17. The City agrees to advertise, through its Risk Management Department Website, all City approved MPN physicians. This website is available to all City employees, free of charge, who have access to a computer. Additionally, the City has designed poster maps showing the different MPN treatment facilities in the San Diego County area. Proposer agrees to share the cost of the posters equally with the City and any other proposer. Costs have previously ranged at approximately \$2,600 for 1000 posters.

D. SAFETY/PREVENTION SERVICES AND REPORTS

The proposer shall agree to perform a variety of studies, often in conjunction with the City industrial hygiene provider, that may include, but not be limited to, indoor air quality, biological, radiological, toxicological, environmental or ergonomic evaluations of City work sites and provide occupational medical consultation services regarding the findings. The studies will be conducted when the health and safety of a work site is in question as well as to determine the City's compliance with the General Industrial Safety Orders. The Studies may include but not be limited to the following:

1. Physically surveying City operations to determine if indoor air quality, biological, radiological, toxicological or ergonomic hazards exist in a work operation.
2. Determine whether indoor air quality, biological, radiological, toxicological, environmental or ergonomic hazards found in the work site pose an occupational health hazard.
3. Provide written reports and recommendations that will document methods that will reduce and/or eliminate the onset of an occupational injury or illness. Recommendations must consider engineering and administrative controls before advising the use of personal protective equipment.
4. Meet with City employee representatives, management and employees to discuss issues and answer questions regarding the studies conducted.
5. The Proposer shall provide the availability of a principal physician or physicians to respond to questions from City staff relating to Safety/Prevention Services and Reports.

E. EMPLOYEE RESPIRATORY FITNESS AND HEARING CONSERVATION PROGRAM

1. The successful Proposer agrees to provide the required medical examinations, whether they are more or less than the estimated number of 800.

2. The Proposer must have a minimum of one office located within fifteen (15) miles of downtown San Diego. The office must be fully staffed in order to provide City Employees with examinations during the normal business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. A listing of all offices located within the City and County of San Diego must be included in the proposal.
3. To be considered for the audiometric examination component of this RFP, if the Bidder has an audiometric van capable of going to City, work locations, the Bidder must provide a cost associated with having an audiometric “van” go to City locations to perform audiometric examinations. Additionally, the Bidder shall include a separate cost to perform audiometric training to employees when the van is used to perform audiometric testing at City locations.
4. Any preparatory, current or prior experience the Proposer has in performing audiometric and respiratory fitness examination protocols specified in this RFP must be described in this proposal.
5. All audiometric and respiratory examination services offered by the Proposer shall be available without delay. The Proposer shall indicate: 1) how soon after contract is awarded the examinations begin, 2) the time required per employee to complete the examinations, and 3) the number of examinations which can be performed in an eight-hour period by facility.
6. The Proposer shall provide examples of each standardized and/or customized report included in the proposal. All reports must be provided at no additional cost to the City.
7. The Proposer shall provide all forms (e.g., medical history questionnaires, results of medical/audiometric and respiratory fitness examination etc.) that will be utilized to provide the outlined services.
8. The Proposer shall provide their medical records retention and confidentiality policies and procedures at no cost to the City.
9. The Proposer shall provide the names, addresses, and telephone numbers of all sub-consultants used to provide any of the outlined services. The work to be performed by the sub-consultants, the associated costs, and the schedule for performing the work must be included in the proposal.
10. The City provides annual respiratory protection and hearing conservation classes for its employees. Approximately twenty (20) classes are held on each topic within a four-month period each year. The Proposer shall agree to participate in all of the training classes and shall provide the cost (if any), the names and qualifications of the instructors, and the topics the instructors will address.

11. On an ongoing basis, the Proposer shall provide a limited number (under ten) of audiometric and respiratory fitness examinations within two (2) working days from the date of request. These examinations will be needed for new hires and employees who have changed work assignments.
12. The Proposer shall provide the availability of a principal physician or physicians to respond to questions from City staff relating to audiometric and respiratory fitness examinations.
13. The Proposer shall agree that all services meet the requirements of the Code of Federal Regulations, Cal/OSHA and the National Institute for Occupational Safety and Health.

F. PERFORMANCE STANDARDS

The Proposer shall agree to provide the City with a quarterly report that tracks City employees who are referred outside of the MPN for medical treatment and the reason for the referral outside the MPN network. This report will state the attempt or attempts made to work with all other organizations within the MPN to keep the employee within the MPN. The expectation is that no referrals are to be made outside the MPN.

G. PROJECT MANAGEMENT

A team of City employees will be designated to plan, co-ordinate, monitor, and control the operational requirements of the Contract. The City may later choose to designate one individual to perform this leadership role.

H. RECORDS AND RETENTION

Proposer shall accurately maintain, store, and retrieve employee medical records during the period of this Contract in accordance with all applicable laws and regulations.

I. DOCUMENTATION AND REPORTS

All documentation and reporting shall be as required by law.

J. QUALIFICATIONS AND EXPERIENCE

1. The Proposer shall agree to provide a California Physicians Assistant License for each Physician Assistant who will provide medical care to City Employees.
2. The Proposer shall agree to provide, when requested by the City, the written guidelines or protocols for the medical tasks the Physician Assistant is allowed to perform and the name of the physician assigned to supervise the job performance of the Physician Assistant.

3. The Proposer shall employ physicians and administrative staff who are conversant and knowledgeable in California Workers' Compensation laws and regulations and be able to verbally answer City Claim Staff questions with no additional cost to the City.
4. The Proposer must include the names and qualifications of all employees who will be involved in providing audiometric and respiratory fitness examinations. The Employees' experience in providing these or other similar services must also be included in a statement of qualifications.

K. REFERENCES

Past performance will be verified by references demonstrating the Proposers quality of the product or service, timeliness of performance, cost control, business practices, customer satisfaction and past performance of key personnel. References should demonstrate work of comparable size and complexity. References alternately may be used in determining responsibility of the Proposer.

Proposer must supply three (3) references for Industrial Medicine and three (3) references for Safety and Preventive services including Respiratory and Audiometric examinations.

III. PRICING SUBMITTAL

PRICE PROPOSAL PAGES - INSTRUCTIONS

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

Proposers may provide attachment worksheets, which include a breakdown of pricing and rationale used in their determination. However, price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

Price evaluation will be performed based on firm fixed prices totaled across the contract period of two (2) years from fully executed contract with options to renew for three (3) additional one (1) year periods.

IV. PRICING PAGES

A. WORKERS' COMPENSATION MEDICAL TREATMENT PRICING

1. The Proposer shall use the following Fee Schedules as guidelines in providing a best pricing offer for the Fee Schedules listed below.

- a. The Official Medical Fee Schedule for Physician Services pricing covered by Table A, as described in California Code of Regulations Section 9789.11.

Discount off OMFS

Evaluation and Management	_____ %
Medicine	_____ %
Surgery	_____ %
Radiology	_____ %
Pathology	_____ %
Anesthesia	_____ %

- b. Pharmacy pricing as describe by California Code of Regulations Section 9789.40. If the Proposer dispenses medication, provide the following pricing information.

OMFS Pricing Formula less discount _____ %

- c. Pathology and Clinical Laboratory Fee Schedule as described in California Code of Regulations Section 9789.60. If the Proposer Provides this service complete the following pricing formula

OMFS Pricing Formula less discount _____ %

- d. Durable Medical Equipment, Prosthetics, Orthotics and Supplies as described in California Code of Regulations Section 9789.60. If the Proposer provides this service complete the following pricing formula.

OMFS Pricing Formula less discount _____ %

2. Provide pricing for outpatient surgical services.

OMFS Pricing Formula less discount _____ %

3. If Proposer provides this service, provide pricing for inpatient outpatient hospital services.

OMFS Pricing Formula less discount _____%

4. Provide pricing for surgical hardware used for inpatient and outpatient surgery.

a. Manufacturer's Inpatient Surgical Hardware/Implant Cost Plus _____%

b. Manufacturer's Hospital Outpatient Surgical Hardware/Implant Cost
Plus _____%

5. Provide pricing for magnetic resonance imaging (MRI) and computerized axial tomography (CAT) scans and any other scan used as a diagnostic tool.

MRI OMFS Pricing less discount _____%

CAT OMFS Pricing less discount _____%

Other Scans OMFS Pricing less discount _____%

6. Pricing for physician deposition fees and Appeal Board testimony shall be billed in accordance with OMFS.

B. RESPIRATORY AND HEARING CONSERVATION PROGRAM PRICING

1. Provide the cost per Audiometric Examination.

Audiometric Examination \$ _____ per employee

Describe Services provided and Equipment utilized.

2. Provide the following Respiratory Examination information:

<u>Protocols</u>	<u>Prices</u>
Occupational History	\$ _____ per employee
Medical History	\$ _____ per employee
Physical Examination	\$ _____ per employee
Pulmonary Function Test	\$ _____ per employee

3. Optional respiratory Examination cost information.

<u>Protocols</u>	<u>Pricing</u>
Chest X-Ray	\$_____per employee
EKG	\$_____per employee
Stress Test	\$_____per employee

4. Physician and non-physician hourly fee for consulting/training in the area of safety/prevention where the services have exceeded 50 hours.

Physician Hourly Pricing	\$_____per employee
Non-Physician Hourly Pricing	\$_____per employee

5. The use of a Audiometric Mobile Van.

Mobile Van Audiometric Examination	\$_____per employee
Audiometric Training	\$_____per employee

6. Pricing for Safety/Prevention Services and Reports.

Physician Hourly Pricing	\$_____per employee
Non-Physician Hourly Pricing	\$_____per employee

V. 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., on Tuesday, June 30, 2009. Such requests should contain the following: “QUESTIONS: Proposal 9723-09-W -RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Bill Broderick at WBroderick@sandiego.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

Proposals shall be:

1. Submitted in the format set forth herein;
2. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
3. Cover page of this RFP signed by a person duly authorized to commit successful Contractor to the contract;
4. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
5. Separated into Technical and Price Proposal Volumes; and

6. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original, one digital copy (PDF) and five (5) copies of the Technical Volume plus one (1) original, one digital copy (PDF) and five (5) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

D. CLOSING DATE

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

E. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to 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/Management Summary

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

- Work Force Report (use form on pages 39-44) and include in Volume II Price Proposal.

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 Technical Submittal/Forms

- (1) Proposer's References as specified in Section II, paragraph K (use form on page 34 and include in Volume I – Technical Proposal).
- (2) Proposer Statement of Subcontractors (use form on page 35 and include in Volume I – Technical Proposal).
- (3) Vendor Registration Form (use form on pages 37-38 and include in Volume I – Technical Proposal).

2. Volume II – Price Proposal

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

a. Completion and Signing of the RFP Cover Page

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

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

- Proposer's Statement of Financial Responsibility (use form on page 36) and include in Volume II Price Proposal.
- Proposer/Contractor Standards Pledge of Compliance Questionnaire (use forms in forms section) and include in Volume II Price Proposal.
- Drug Free Workplace (use form on page 52) and include in Volume II Price Proposal.
- Confidentiality of Services Agreement (use form on Exhibit B) and include in Volume II Price Proposal.

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following required submittals within ten (10) calendar days from the date of provisional award, may be cause for the provisional award to be voided and the Proposal to be rejected as non-responsive.

1. Insurance requirements as specified in Section VI, paragraph B.
2. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
3. Business Tax License as specified in Section VI, paragraph N, 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. Executive Summary and Specifications;
2. Qualifications and Experience;
3. Past performance as indicated by references;
4. Optional oral presentation, interview and establishment of rapport with key personnel.

5. Commitment to Equal Opportunity Contracting demonstrated by programs and hiring practices in employment and subcontracting.

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

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 three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

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

N. NEGOTIATION

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

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

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

O. 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) who's Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals in accordance with Section V, paragraph K 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.

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.

VI. SPECIFIC PROVISIONS

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

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

B. INSURANCE REQUIREMENTS

Insurance. The winning Contractor 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. Contractor's liabilities, including but not limited to Contractor'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 Contractor'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 Contractor 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 Contractor shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$5,000,000.00 (five million) per occurrence. 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.

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.

Health Care Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$10,000,000.00 (ten million) per occurrence, 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 five (5) years following completion or termination of the performance of professional services under this RFP.

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

Additional Insurance. The Contractor 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.

C. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/Purchasing & Contracting](http://www.sandiego.gov/Purchasing%20Contracting) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

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

D. QUANTITIES

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

E. INDEPENDENT CONTRACTOR

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

F. SUBCONTRACTING

The successful Proposer 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 Purchasing & Contracting.

G. DELAYS AND EXTENSIONS OF TIME

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

H. SUSPENSION OF WORK

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

I. QUALITY ASSURANCE MEETINGS

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

J. INSPECTION, ACCEPTANCE, AND PAYMENT

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

K. PRECLUDED PARTICIPATION

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly from this RFP.

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 included in Section IV.

M. 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 to this RFP.

N. 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 Proposal being declared non-responsive and rejected.

O. 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 forms 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.

P. 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); any written clarifications between the City and the Proposer regarding the proposal submitted (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.

Q. CONFIDENTIALITY OF SERVICES AGREEMENT

Proposer shall sign and submit a completed Confidentiality of Services Agreement with their proposal (refer to Exhibit B in this RFP).

PROPOSER'S REFERENCES

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



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

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: () _____ Fax Number: () _____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided

(County)

(State)

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

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

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

Grand Total All Employees

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

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



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

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

Professional

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

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

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

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

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 applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the 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
----------------------------	--------------------	---------------

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 bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

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

(Name under which business is conducted)

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

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____



Attachment

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.

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; 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); any written clarifications between the City and the Proposer regarding the proposal submitted (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) 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.

EXHIBIT A (cont.)

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

EXHIBIT B

CONFIDENTIALITY OF SERVICES AGREEMENT

This Confidentiality of Services Agreement is hereby made by _____ (“Consultant”) relative to the performance of services for the City of San Diego (“City”) as required under contract by Request for Proposal No. 9723-09-W.

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 RFP, 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.

Read and accepted by:

Consultant

Authorized Signature

Printed Name

Date

EXHIBIT C



Medical Status Report for Occupational Injury or Illness

INSTRUCTIONS: Employee must submit this form to physician for completion at each medical evaluation. This is not required for each physical therapy visit. Submit completed leave slip to supervisor or department designee after every visit.

EMPLOYEE				
PRINT NAME (LAST, FIRST, MI)	CLASSIFICATION	SOCIAL SECURITY NUMBER	CITY I.D. NUMBER	
DEPARTMENT / DIVISION	DATE OF INJURY	REOCCURRENCE OF OLD DISABILITY? ☐ YES ☐ NO	IMMEDIATE SUPERVISOR	SUPERVISOR PHONE NUMBER
BRIEF DESCRIPTION OF OCCUPATIONAL INJURY OR ILLNESS				

THE FOLLOWING IS AN UPDATE OF MY MEDICAL STATUS IN REGARD TO INDUSTRIAL LEAVE, AND/OR LIGHT DUTY. TO PRESERVE MY BENEFITS UNDER THE APPROPRIATE PROGRAM I WILL SUBMIT A MEDICAL STATUS REPORT EACH TIME I RECEIVE AUTHORIZED MEDICAL TREATMENT.

I HEREBY AUTHORIZE RELEASE OF MEDICAL INFORMATION REQUESTED BY MY EMPLOYER.

X

Signature

Date

Phone

*INDUSTRIAL LEAVE IS SUBJECT TO APPROVAL BY RISK MANAGEMENT IN ACCORDANCE WITH A.R. 63.00.

PHYSICIAN				
TREATING PHYSICIAN	ADDRESS			PHONE
BRIEF PROGNOSIS	DATE OF VISIT	DID INJURY RESULT IN AGG. OF PRE-EXIST. NON-IND. CONDITION? ☐ YES ☐ NO	WORK RELATED INJURY? ☐ YES ☐ NO	☐ INITIAL VISIT ☐ RECHECK ☐ FINAL VISIT

☐ RETURN TO REGULAR WORK – EFFECTIVE DATE: _____

☐ RETURN TO WORK WITH FOLLOWING RESTRICTIONS:

☐ NO DRIVING OF ANY/COMMERCIAL VEHICLES	☐ LIMITED PUSHING/PULLING/GRASPING OF RIGHT/LEFT HAND
☐ NO WORKING NEAR MOVING MACHINERY	☐ REPETITIVE HAND/WRIST WORK LIMITED TO _____
☐ NO PROLONGED SITTING	☐ KEYBOARD WORK LIMITED TO _____
☐ NO PROLONGED STANDING AND WALKING	☐ CAN WORK IN SPLINT/SUPPORT ONLY/AS NEEDED
☐ ELEVATE INJURED EXTREMITY TO DECREASE SWELLING	☐ HAND/NECK/BACK STRETCHING BREAKS FOR _____
☐ SITTING WORK ONLY	☐ ROTATE JOB TASKS TO MINIMIZE CONTINUOUS REPETITIVE HAND/WRIST MOTION
☐ NO KNEELING OR SQUATTING	☐ NO OVERHEAD LIFTING OR REACHING WITH RIGHT/LEFT UPPER EXTREMITY
☐ NO REPETITIVE CLIMBING, BENDING OR TWISTING	☐ NO OVERHEAD WORK
☐ WEIGHT LIFTING RESTRICTIONS _____ LBS.	☐ AVOID PROLONGED NECK FLEXED/EXTENDED POSTURE
☐ SEDENTARY WORK ONLY	☐ _____
☐ LIMITED USE OF RIGHT/LEFT HAND/UPPER EXTREMITY	☐ _____

☐ UNABLE TO PERFORM ANY WORK ACTIVITIES AT THIS TIME. EST. DURATION: _____

NEXT APPT. DATE _____ PHYS. SIGNATURE _____ TIME IN _____ TIME OUT _____

PHYSICAL THERAPY					
PHYSICAL THERAPY FACILITY _____					
DATE _____	TIME IN _____	TIME OUT _____	DATE _____	TIME IN _____	TIME OUT _____
DATE _____	TIME IN _____	TIME OUT _____	DATE _____	TIME IN _____	TIME OUT _____
DATE _____	TIME IN _____	TIME OUT _____	DATE _____	TIME IN _____	TIME OUT _____

DEPARTMENT	
LIGHT DUTY ☐ IS ☐ IS NOT AVAILABLE AT THIS TIME. ASSIGNMENT: DEPT./DIV. _____	
WORK LOCATION _____	SUPERVISOR _____ PHONE _____

Light Duty Coordinator

Date

PAYROLL		
INC. DATES OF ABSENCE: FIRST DATE _____	LAST DATE _____	# OF HRS. ABSENT _____
RECOMMEND: ☐ APPROVED ☐ DISAPPROVED ☐ PENDING		
Division Head / Designee _____		

RM-1634 (9-06) 593269

WHITE: RISK MANAGEMENT CANARY: DEPARTMENT PINK: EMPLOYEE

EXHIBIT D

TO: City of San Diego (MPN FORM)

From: _____

Date: _____

	☐	ADD	Location	
	☐	ADD	Provider	
	☐	DELETE	Location	
	☐	DELETE	Provider	
Name				
	<i>first</i>	<i>middle initial</i>	<i>last</i>	
Specialty				
Address			Medical License	
City			Billing Tax ID	
State, Zip			Change Date	
Doctor Type			Phone	

☐

ACCEPTED

☐

DENIED

Signature

Print Name / Date