



**REQUEST FOR PROPOSAL (RFP)
RFP NO. 9530-09-A**

Professional Sourcing Services-Help Desk and Desktop Support

RFP Release Date:	Tuesday, September 8, 2009
Date Written Questions/Comments Due:	Thursday, September 17, 2009 5:00 p.m., PT
Pre-Proposal Conference: Purchasing and Contracting Department 1200 Third Avenue, Suite 200 Conference Room 1 San Diego, CA 92101 9:00 a.m. PT	Friday, September 18, 2009
Proposal Closing: On or before 11 a.m. PT to the Purchasing and Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101	Friday, October 9, 2009
Term of Contract:	One Year from Notice to Proceed (NTP) with Two (2), Two Year Option Periods
License(s) Required:	N/A
Contact Name and Information:	Hildred Pepper, Jr., Director (619) 236-6000, (619) 236-5904 hpepper@sandiego.gov

**Purchasing and Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101**

PREFACE

Background

City of San Diego

California's second largest city and the United States' ninth largest, San Diego boasts a citywide population of nearly 1.3 million residents and more than 2.8 million residents countywide. Within its borders of 4,200 sq. miles, San Diego County encompasses eighteen (18) incorporated cities and numerous other charming neighborhoods and communities, including downtown's historic [Gaslamp Quarter](#), [Little Italy](#), [Coronado](#), [La Jolla](#), [Del Mar](#), [Carlsbad](#), Escondido, La Mesa, [Hillcrest](#), Barrio Logan, Chula Vista just to name a few.

San Diego is renowned for its idyllic climate, seventy (70) miles of pristine [beaches](#) and a dazzling array of world-class family attractions. Popular attractions include the world-famous [San Diego Zoo](#) and [Wild Animal Park](#), [Sea World San Diego](#) and [LEGOLAND California](#). San Diego offers an expansive variety of things to see and do, appealing to guests of all ages from around the world.

In San Diego's East County, the terrain varies from gentle foothills to mile-high mountains and the historic mining town, Julian, down to the 600,000-acre [Anza Borrego Desert State Park](#), offering nature-conscious visitors endless opportunities to hike, camp, fish, observe wildlife and much more. In San Diego's North County, the agricultural community produces quantities of flowers and magnificent produce. Wine growers are also making a mark by growing and harvesting quality grapes that become excellent wines, which are served at some of the most elegant restaurants and resorts in the region. Along the west, 70 miles of Pacific Ocean coastline not only supports year-round outdoor recreation, such as surfing, boating, sailing and swimming, but also important scientific research at the Scripps Institution of Oceanography. To the south, it's a whole different country, [Mexico](#), featuring its own cultural offerings in various towns along the border and coastline, including Tijuana, Rosarito and Ensenada.

San Diego's [arts and culture](#) and culinary arts are booming. The hottest, new culinary arts talents prepare award-winning meals throughout the regions 6,400 eating establishments. Balboa Park, the largest urban cultural park in the U.S., is home to fifteen (15) museums, numerous art galleries, beautiful gardens, the Tony Award-winning The Globe Theatres and the world-famous San Diego Zoo.

San Diego County also features ninety-two (92) [golf courses](#) and a variety of exciting participatory and spectator [sports](#), beachfront resorts and [luxury spas](#), [gaming](#), a dynamic downtown City of San Diego, annual special events and unique holiday offerings, multicultural festivals and celebrations, colorful neighborhoods and communities, a rich military history and much more.

RFP Document

Contractors need to review this document carefully. An explanation of the sections and parts are outlined below:

- o Section A-J will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these sections become the contract with the Contractor (Consultant) and CITY OF SAN DIEGO and may include attachments containing terms, conditions and/or pricing specific to the product or service being rendered. Section J contains all attachments or additional supporting information. Contractor may submit contract for consideration as specified herein.
- o Section K-M contains the representations and certifications all Contractors must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Contractors for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.
- o With this RFP, indicate whether you comply or take exception with the defined requirements. As you respond to each subsection, a response of “comply” indicates an acknowledgement of the Contractor’s understanding of what was stated above and further, indicates compliance to deliver what was communicated in the above subsection. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.
- o The purpose of this Request for Proposal is to solicit proposals for a Contractor to provide goods, products and/or services to the City of San Diego.

<u>SIGNATURE PAGE</u> (SECTION A)		
1. Contract No.:		2. RFP No.: 9530-09-A
3. Contract Title: Professional Sourcing Services-Help Desk and Desktop Support		
4. Contract Amount:		
5. Term of Contract:		
6. Contractor Name: Address: City/State/Zip: Telephone: Contact: E-Mail Address: City of San Diego Business Tax License Number: Federal Tax ID Number:		
7. Contract Table of Contents		
Section A: Signature Page		
Section B: Price Schedule		
Section C: Scope of Services		
Section D: Packaging and Marking (Reserved)		
Section E: Inspection and Acceptance		
Section F: Deliveries or Performance		
Section G: Contract Administration Data		
Section H: Special Contract Requirements		
Section I: General Contract Clauses		
Section J: List of Attachments		
8. Signature of Authorized Representative/Contractor (Print Name) (Print Title) (Print Date)	9. Signature of City of San Diego Purchasing Agent (Print Name) (Print Title) (Print Date)	10. Signature of City of San Diego City Attorney Approved for Form and Legality (Print Name) (Print Title) (Print Date)

SECTION B PRICE SCHEDULE

CLIN (Contract Line Item Number)	Item Description	Unit of Measure	Price
1	Year One Services in Accordance with Section C	Lump Sum-Fixed Price	\$ _____
2	Option Period 1 (Two Years) Services in Accordance with Section C	Lump Sum-Fixed Price	\$ _____
3	Option Period 2 (Two Years) Services in Accordance with Section C	Lump Sum-Fixed Price	\$ _____
4	Year one Optional Services in Accordance with Section C – Public Safety	Lump Sum-Fixed Price	\$ _____
5	Option Period 1	Lump Sum-Fixed Price	\$ _____
6	Option Period 2	Lump Sum-Fixed Price	\$ _____
TOTAL:			\$ _____
Award Basis: Items 1-3 Only			
Prompt Payment Discount: _____			

NOTE: All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal.

SECTION C SCOPE OF SERVICES/WORK

I. PROFESSIONAL SOURCING SERVICES-HELP DESK AND DESKTOP SUPPORT

A. BACKGROUND AND STANDARDS

The City of San Diego is seeking Requests for Proposals (RFP) for the services of qualified firms to provide Information Technology Infrastructure Library (ITIL) compliant Help Desk and Desktop Support Services to support approximately ten thousand (10,000) City staff and approximately eleven thousand (11,000) laptop and desktop PC systems located at various sites throughout the City.

The City's current service provider is San Diego Data Processing Corporation. They provide our Helpdesk, Desktop Support, Mainframe application, File and Print, Messaging and Voice Communication Services. It is envisioned that they will continue to provide the backend infrastructure services to the City.

During the 2009 fiscal year, the current City Helpdesk received approximately forty-seven thousand (47,000) incident calls resulting in forty-two thousand (42,000) trouble tickets being created. Approximately 73% of the trouble tickets were resolved via the telephone by the help desk with the remaining 27% forwarded to Desktop Support Services or City departmental IT staff for resolution.

We are a standard Microsoft environment utilizing Windows XP SP3 as our standard desktop operating system. We are currently using Microsoft Office and Outlook 2007 for our office productivity suite and email client. We have recently migrated all of our users to Active Directory 2003 and our entire File and Print services are in a Clustered Microsoft Windows Server 2003 environment. Our Exchange backend infrastructure is Microsoft Exchange 2007.

We are in the midst of a standard desktop project to ensure that 80% or more of all City desktops have the same base image and standard software. The current City standard software for the base image are as follows:

1. Office 2007
2. Adobe 9.1.3 Reader
3. Symantec Corp Endpoint Protection Version 11.0.4000
4. Sun Java 1.4.1_01
5. Roxio Basic 7.1.0.183
6. Altiris Client 6.9
7. Vista Netview (Mainframe Access)
8. SAP GUI 7.10

Some of the other products that we utilize throughout the City are:

9. Adobe Acrobat Standard & Professional V9.0 for PDF creation
10. Microsoft Visio 2007 for charts and diagrams
11. Microsoft Project 2007 for non-engineering project tracking

II. HELP DESK

OBJECTIVE

Provide ITIL compliant Single Point of Contact Tier 1 Help Desk Services for all Voice communication and IT related incident requests, as outlined in the Scope below in accordance with the Service Level Agreement.

The Tier 1 Help Desk system will be an out-sourced call center to handle all incoming user support requests and will be outsourced to a service provider with an established call center facility and proven capabilities. The selected provider will handle all tier-one user support and manage a call tracking system that all support personnel (contractors and City of San Diego personnel) can access to monitor, update, or close calls. The goal is to have 65% of all support calls resolved by the Tier 1 staff.

Basic Help Desk services are provided twenty-four (24) hours per day, seven (7) days per week, including City holidays. Help Desk staff will validate prerequisite information, including: User Name, Phone Number, and Equipment Id (SysID). After the prerequisite information has been validated, the Helpdesk will triage the incident. If the incident requires escalation to desktop services or City personnel, the helpdesk will determine a priority level for the incident and issue a tracking number for the incident. Incidents reported to the Help Desk that are not resolved at the first level will be dispatched from the Help Desk to an appropriate support staff within 15 minutes.

During standard business hours, which are defined as Monday through Friday 7:00 a.m. through 7:00 p.m. PST excluding City holidays, Help Desk staff will provide first level troubleshooting to resolve problems to include voice mail and phone support, password resets, desktop, data access and email problems. The Help Desk will maintain a listing of City contacts for City supported business applications. During standard business hours these incidents are managed by the Help Desk until acceptance is received from City personnel. The appropriate support staff will contact the user within 30 minutes of dispatch. The overall dispatch process will result in a contact to the Requestor/User within one (1) hour from the time the call was initially received by the Help Desk.

During non-standard business hours, which are defined as Monday through Friday 7:00 p.m. through 7:00 a.m. PST and all day Saturday, Sunday and City Holidays, Helpdesk personnel will only perform remote first level troubleshooting to resolve problems to include voice mail and phone support, password resets, desktop, data access and email problems. During non-standard business hours only emergency and Fire-Rescue Department calls will be dispatched. Because the Fire-Rescue Department operates on a 24 X 7 basis all Fire-Rescue Department incident calls will be dispatched from the Help Desk to an appropriate support staff within 15 minutes following initial data capture and triage. Emergency calls must be identified as such during the user's initial contact with the Help Desk if a site visit is required, appropriate City of San Diego

Information Technology personnel must be notified that a request had been received and determine how it should be handled prior to dispatch. If appropriate, support staff will report to the problem site within two (2) hours from receipt of the emergency dispatch. All other calls requiring a site visit will be dispatched at 7:00 a.m. PST the next business day.

Currently, all ticket escalation requiring Desktop staff resolution involving Public Safety incidents, which included the Fire-Rescue Department, Office of Homeland Security, and Department of Information Technology are dispatched to Department of Information Technology support staff. The City desires proposers include in the RFP an optional estimate of the cost of providing ticket resolution for these City departments incidents. The additional users (approximately 550) and computers (approximately 350) are not included in the initial counts provided in the background and standards section.

The process for Tier 1 phone support is shown below. Contractors may suggest modifications to this process in their proposals if it will enhance the services provided to the end user community.

III. PROBLEM RESOLUTION PROCESS

A. HELPDESK RESOURCES

1. Open problem call ticket
2. Validate contact information
3. Obtain problem description
4. Perform incident triage
5. Status incident if resolved
6. Assign priority level
7. Route incident to desktop services or business application owner

Incident Priority Matrix

Ticket Type	Priority	Description
Problem	High	A system or service is not available, affection multiple customers in an area that is considered critical to the business, i.e. Development services plan desktop is not functional or a Fire station desktop is non functional or Directors Executive Assistant and scheduling software non-functional.
Problem	Medium	A system or service is unable to perform work. The system is not mission critical, but a delayed response will result in less than desired end user productivity.
Problem	Low	A system or service is able to complete mission critical, but the incident needs to be corrected so that all parts of the system are functional i.e. CD burning software is not functioning correctly, PC speakers do

		not emit sound (assuming neither of these items are required for user to complete regular work).
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B. SCOPE

1. Incident Control: life cycle management of all Service Requests
2. Communication: keeping the customer informed of progress and advising on workarounds
3. Provide Level 1 telephone support
 - a. Hardware troubleshooting insures the Desktop or Laptop hardware is functioning properly.
 - b. Operating System Troubleshooting, insure the basic OS functionality is working correctly
 - c. Standard Office Suite troubleshooting (Including MS Outlook), insure the software is installed, configured and functioning correctly.
 - d. Third Party Software, insure that the software is installed, configured and functioning properly.

Standard Third Party Software includes:

- (1) Adobe Reader (Current City Standard)
 - (2) Automated Password Reset Software
 - (3) SAP client (SAPGUI)
 - (4) Business Objects Report Software
4. Provide first line identification and documentation of non-standard third party software and departmental business application issues.
5. Provide and support Helpdesk Management Software
 - a. Integrate City HR (customer) data with Helpdesk Management software
 - b. Include functionality to submit trouble tickets online
 - c. Online access to system to review and status tickets that have been referred to Departments for resolution.
 - d. Knowledgebase functionality and update
6. Provide Monthly Data on resolved Tickets so City can send out resolution acceptability surveys
7. Provide Help Desk with standard problem resolution scripting to include (sample reports/surveys shall be submitted with the proposal response, 2-5 below):
 - a. Standard City software
 - b. Departmental Business applications as provided by the departments

C. REPORTING

1. Organization Chart of all key personnel including names and titles providing Helpdesk Services shall be provided with the proposal response.
2. Monthly Data File to be used for reporting and acceptability surveys shall include:
 - a. Incident Number
 - b. User Name
 - c. User Phone
 - d. User Location
 - e. User Email
 - f. Asset Number (SysID)
 - g. Short Incident Description
 - h. Incident type
 - (1) Hardware
 - (2) Software
 - (3) Password Reset
 - (4) Business Application
 - i. City Department number
3. Monthly Report of Number of calls resolved on first call
4. Monthly Report of Number of calls referred:
 - a. Desktop Services
 - b. Business Department
 - c. Outside Contractor
5. Monthly Phone Reports:
 - a. Number of calls abandoned
 - b. Average call wait time

IV. CUSTOMER SATISFACTION

The City is responsible for soliciting end-user satisfaction via acceptability surveys.

V. CITY RESPONSIBILITIES

Some incidents received by the Help Desk involving business applications are assigned to the City department staff for resolution. When the incident is escalated to City staff, the City staff is responsible for accepting, updating and closing the ticket when completed. The City is responsible for providing and maintaining an accurate application support matrix.

VI. DESKTOP SERVICES

A. OBJECTIVE

First, the objective is to provide Tier 1 hardware and/or software incident resolution that has been assigned by the Helpdesk. Second, the objective is to perform hardware and/or software, installation and moves that has been requested via a Service Request. The method of resolution can be either remote (via Altiris) or onsite support.

B. SCOPE

The method of resolution can be either remote or onsite support. The City of San Diego currently uses Altiris for its remote software deployment and remote desktop services. This support arrangement will be used for all City departments with the following exceptions. The Department of Information Technology (DoIT) is responsible for providing Desktop services for the following departments:

1. Office of Homeland Security
2. Department of Information Technology
3. Fire-Rescue Department (Uses VNC and Altiris for remote troubleshooting deployment)
4. OneSD Project Team

Currently, all incident escalation requiring Desktop staff resolution involving Public Safety incidents, which includes the Fire-Rescue Department, Office of Homeland Security, and DoIT are dispatched to Department of Information Technology support staff. The City desires proposers include in the RFP an optional estimate of the cost of providing ticket resolution for these City departments incidents. The additional users (approximately 550) and computers (approximately 350) are included in the initial counts provided in the background and standards section.

C. REPORTING

Organization Chart of all key personnel including name and title providing Desktop Services shall be provided with proposal response.

Monthly Data File to be used for reporting shall include (sample reports/surveys shall be submitted with the proposal response):

List of Incidents assigned to Desktop Service including:

1. Incident Number
2. Incident Type
3. Status (highlighting any incidents outside of SLA requirements)
4. Time to resolution (if resolved)
5. Method of resolution (resolved via remote access vs. on-site)

D. EXPECTED SERVICE AND PERFORMANCE LEVELS

Priority	Service Definition	SLA to Resolution	Notes
High (Std Bus. Hrs)	Bus. Critical system failure	4 hours	
High (After Hrs.)	Bus. Critical system failure	6 hours	Onsite in 2 hrs.
Medium	Non-critical bus. impact	8 hours	
Low	Non-critical no bus. impact	50% in 1 bus. day	
Low	Non-critical no bus. impact	85% in 2 bus. day	
Low	Non-critical no bus. impact	98% in 4 bus. day	
Service Request	Install, Add, Move	5 bus. days	

E. HARDWARE MAINTENANCE SERVICES**1. Description of Services**

The City of San Diego procures business-class desktop/laptop hardware that has a 3-year manufacturer's warranty associated with it. The printer hardware procured by the City typically comes with a 1-year manufacturer's warranty. The City requires Contractor-certified staff that can provide warranty services on the below listed pieces of equipment within the agreed upon desktop services SLA any services provided on non-warranty equipment shall be included as part of the services under this contract.

Provide costs associated with extending the base warranty for network laser printers from one (1) to three (3) years to be included in covered maintenance services. All desktop laser printers and non-laser printers will be maintained over their original warranty period, after which time they will be maintained on a time-and-materials basis.

2. Covered Desktop Equipment – First thirty-six (36) Months of In-Service Life – Desktop PCs and HP/Compaq Workstations - Existing and newly purchased desktop PCs and HP/Compaq workstations are entitled to contract maintenance. The following system components are covered: Central processing unit; case, motherboard and power supply; display; unlimited memory; internal and external floppy drives; unlimited hard drives; internal and external CD, CDRW and DVD drives; floppy drive controllers; all cards; keyboard; mouse and adapter; internal or external modems; internal and external Zip/Jaz drives; surge suppressor; and, uninterruptible power supplies.
3. Laptop and Tablet PCs – Existing and newly purchased laptop and tablet PCs are entitled to contract maintenance. The docking station and applicable above-listed desktop PC components are covered; batteries are not covered.
4. Covered Printer Equipment – First thirty-six (36) Months of In-Service Life
Network Laser Printers – Existing and newly purchased laser printers are entitled to contract maintenance. Consumable components are not covered.

5. Covered Printer Equipment – First twelve (12) Months of In-Service Life
Desktop Laser Printers – Existing and newly purchased laser printers are entitled to original warranty maintenance. Consumable components are not covered.
6. Desktop Dot Matrix Printers, inkjet Printers and All-in-One Devices – Existing and newly-purchased dot matrix printers, inkjet printers and all-in-one devices are entitled to original warranty maintenance. Consumable components are not covered.
7. Expected Service and Performance Levels

Service Hours – The standard service hours for desktop equipment are from 7:00 a.m., through 5:30 p.m. PST, Monday through Friday, excluding City holidays. Service requests for maintenance outside normal service hours will be performed on a time-and-materials basis.

8. Repair Times and Procedures – After a trouble ticket has been escalated to a certified hardware technician, within approximately thirty (30) minutes of receiving the trouble ticket, the hardware technician must contact the Customer by telephone to acknowledge the ticket and schedule the repair. If the hardware technician is unable to repair the problem within the agreed upon SLA time, an offer to supply a loaner of similar form, fit, and function will be supplied.

Response is required to repair standard printer trouble calls within eight (8) hours and standard microcomputer/PC trouble calls within the agreed upon service level (defined above under Tier 1 Desktop Services).

9. Reporting – On a monthly basis for Desktop/Laptop Equipment Repairs, provide the following data by component type:

Device	Component	Manufactures Warranty	Extended Warranty	Time and Materials	No. Parts Needed
Desktops and Laptops	Motherboard (including on-board sound, graphics, & NIC)				
	Ram Memory				
	Hard Drive				
	Power Supply				
	Other Peripherals (mouse, keyboard, non-integrated NIC)				

Monitors	N/A				
Printers	N/A				

All monthly reports are to be provided no later than ten (10) business days after the last day of each month.

SECTION D
PACKAGING AND MARKING
(RESERVED)

SECTION E INSPECTION AND ACCEPTANCE

The City of San Diego's Information Systems Manager (Department of Information Technology) or designee will be responsible for inspecting and accepting all work, documents and information received from the Professional Sourcing Services-Help Desk and Desktop Support.

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage to goods prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return, at the Contractor's expense, damaged goods even though the damage was not apparent or discovered until after receipt.

SECTION F DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C from NTP through One Year and Two Two-Year Options if exercised at the sole Discretion of the City. The primary place of performance for the services shall be at the specified location(s). Service hours of operation are as specified.

Delivery shall be made in accordance with the Contract Documents (see Section I.01, “Definitions”). If a delivery date is not specified by the City, Contractor shall state a delivery date or number of days, including Saturdays, Sundays and holidays, after receipt of order. The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor’s inability to obtain materials, equipment, or labor.

SECTION G CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Information Systems Manager or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

A. INVOICING AND PAYMENT

1. Invoices may be submitted once per month in triplicate (one copy to be marked "original") to:

City of San Diego
Executive Complex
Department of Information Technology
1010 Second Avenue, Suite 500-E
San Diego, CA 92101-4998

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s).

2. Upon review and approval from the Office of the Chief Information Officer, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is:

http://www.irs.gov/prod/forms_pub/whatshot.htm.

5. Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Prompt payment discounts shall be identified on the Signature Page, Section A-4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

6. Contractor will be paid monthly, in arrears, for work or materials provided in accordance with the specifications. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions"). For services, invoices shall be submitted by the 10th of the month following the month in which services were provided, detailing the dates for which services were provided. For materials and equipment, invoices shall be submitted within seven (7) days of the shipment of goods. The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.

If applicable, any extra-ordinary labor charges for services shall be included on the invoice. A description of the extra-ordinary work to include the location and/or section work was performed shall be provided. Contractor must attach written authorization from the Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services. The extra-ordinary labor cost shall be as stated on the current Pricing Agreement.

If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

B. PRICING

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

Unless the Contractor clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS
(RESERVED)**

SECTION I GENERAL CONTRACT CLAUSES

I.01	Definitions
I.02	Type of Contract
I.03	Term of Contract
I.04	Notice to Proceed
I.05	Option to Extend Services/Term
I.06	Conflict of Interest
I.07	Holidays
I.08	Availability of Funds
I.09	Insurance
I.10	Criminal Background Screening
I.11	Order of Precedence
I.12	Jurisdiction, Venue
I.13	Legal Requirements
I.14	Changes
I.15	Drug Free Workplace
I.16	Performance and Payment Bond
I.17	Notices
I.18	Indemnification and Hold Harmless Agreement
I.19	City of San Diego Restrictions
I.20	Assignment or Transfer
I.21	Availability of Records
I.22	Standards of Conduct
I.23	Removal of Employees
I.24	Supervision
I.25	Performance Evaluation Meeting
I.26	Federal, State and Local Reporting Compliance
I.27	Nondiscrimination
I.28	Project Personnel
I.29	Photo Identification Badge
I.30	Lobbyist Activities
I.31	Gratuities
I.32	Termination
I.33	Insolvency
I.34	Dispute Resolution
I.35	Patents and Royalties
I.36	Warranty of Services
I.37	Licenses and Permits
I.38	Taxes
I.39	Protection of City of San Diego Property
I.40	Publicity Releases
I.41	Suspension of Work
I.42	Equal Opportunity

I.43	Standards of Performance
I.44	Notice of Labor Disputes
I.45	Pending Legal Dispute with City of San Diego
I.46	Time of Essence
I.47	Americans with Disabilities Act
I.48	Debarment Proceedings
I.49	Public Agency
I.50	Product Endorsements
I.51	Procurement Card Transactions
I.52	Severability
I.53	Wavier
I.54	Covenants and Conditions
I.55	Headings
I.56	Independent Contractor
I.57	Successors in Interest
I.58	Software Licensing
I.59	Intellectual Property

I.01 Definitions

Addenda – Additional terms or modifications to a Request For Proposal(RFP) after original RFP was issued.

Alternate Proposal – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.

Amendment – A document, signed by the Purchasing Agent or designee, and the Contractor, which outlines changes to an existing Contract.

Announcement – a notice of procurement opportunity.

Apparent Successful Proposal or Contractor – The Proposal best meeting the City's requirements which will be awarded the Contract, provided that all conditions subsequent are fulfilled.

Award – City's acceptance of the Apparent Successful Proposal after required approvals.

Contract – The agreement between the City and the Successful Contractor which includes the terms and conditions in the Contract Documents and the Successful Proposal.

Contract Amount – The prices quoted on the Pricing Page in the Successful Proposal which the City agrees to pay.

Contract Documents – The signature page, price schedule, scope of services, packaging and marking, inspection and acceptance, deliveries and performance, contract administration data, special contract requirements, general contract clauses, list of attachments. as well as any other documents incorporated by reference in any of these documents.

Contract Term – The duration of the Contract as provided in the Contract Documents.

Contractor/Consultant – A supplier of goods and services.

Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code, which require the City to change the Contract Terms.

Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the Terms of the Proposal.

Notice to Proceed – A written notification from the City to the successful bidder or Contractor stating that there is an award of contract in accordance with the a bid or proposal previously submitted, and that effective with receipt or contractor shall proceed with performance; allows work to start.

Contractor/Contractor/Contractor – These names are interchangeably used throughout the RFP.

Price Schedule – Forms issued by the Purchasing Agent for Contractors to quote Contract Amount.

Procurement Card – City issued credit card.

Proposal – An offer to enter into a Contract with the City for goods or services at a specified amount subject to the terms and conditions of the Contract Documents.

Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

Proposed Equivalent – Goods proposed by a Contractor to be equal to those described in the Specifications.

Protest – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

Purchase Order – The Purchasing Agent's form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

Purchasing Agent – The person with authority as delegated by the Mayor to enter into, administer, and /or terminate contracts, and make related determinations and findings.

Solicitation or Request For Proposal – Document inviting prospective Contractors to submit Proposals for goods or services.

Special Contract Requirements – Additional provisions which are unique to the particular type of Contract being awarded.

Specifications or Scope of Services – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements.

Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

I.02 Type of Contract

This is a firm fixed price contract.

I.03 Term of Contract

The term of this contract shall be the performance period as stated in the Notice to Proceed.

I.04 Notice to Proceed

The Contractor shall not proceed with any work required by this contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

I.05 Option to Extend Services/Term

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing pursuant to Section I-16, Changes. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed one year. The Purchasing Agent may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the prior term.

The City of San Diego may extend the term of this contract by written notice to the Contractor within 30 days; provided that the City of San Diego gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the City of San Diego to an extension.

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

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

I.06 Conflict of Interest

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest

disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

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

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

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

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

No Waiver. No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

I.07 **Holidays:** City of San Diego observes the following Holidays:

New Year's Day
M.L. King Day
President's Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

I.08 Availability of Funds

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

I.09 Insurance

INSURANCE REQUIREMENTS

Insurance. The winning Proposer (Proposer) shall not begin any work under the Contract resulting from this RFP until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below.

Proposer's liabilities, including but not limited to Proposer's indemnity obligations, under the Contract resulting from this RFP, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this RFP and Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this RFP may be treated as a material breach of contract by the City. The Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this RFP.

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

Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Proposer's automobiles including owned, hired and non-owned automobiles, the Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

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

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

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

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies

of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this RFP.

Commercial General Liability Insurance Endorsements

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

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

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

Automobile Liability Insurance Endorsements

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

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

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation

against the City, **and the Redevelopment Agency of the City of San Diego**, and **their** respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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

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

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

I.10 Criminal Background Screening

All Contractor employees working on this contract must have a criminal background check and all affected employees shall be clear of any sexual and drug related convictions. All Contractor employees shall be free from any felony convictions. The Contractor shall ensure that a criminal background check is conducted and the record(s) of the employee(s) are clear of all of the aforementioned criminal convictions.

I.11 Order of Precedence

The Contract Documents include, in the order of priority and specificity, Specifications, Specific Provisions and these General Provisions. When conflicts arise, the most specific provision will control. Therefore, the legal effect of the Contract Documents is in the order stated above. In addition to the Contract Documents, Contractor is bound by all provisions of the San Diego Municipal Code, San Diego Charter and all applicable state statutes, including the California Commercial Code.

I.12 Jurisdiction, Venue

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California.

I.13 Legal Requirements

Federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by

the Contractor will in no way be a cause for relief from responsibility. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

I.14 Changes

1. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the contract.
2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.
3. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing.

I.15 Drug-Free Workplace

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

I.16 Performance and Payment Bond

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

The Apparent Successful Contractor may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to 100 percent of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

I.17 Notices

Notices under this Contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

City of San Diego:
Purchasing Agent
Purchasing Division
1200 Third Ave Ste 200
San Diego CA 92101-4195

I.18 Indemnification and Hold Harmless Agreement

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

I.19 City of San Diego Restrictions

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the Contractor to immediately notify in writing specifying the regulation which requires alteration. City of San Diego reserves the right to accept any such alteration, including any

reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to City of San Diego.

I.20 Assignment or Transfer

The Contractor shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from City of San Diego pursuant to the contract may be assigned to a bank, trust company or other financial institution. City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

I.21 Availability of Records

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

Contractor must include this provision in all subcontract documents exceeding \$5,000.

I.22 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

1. Neglect of duty.

2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at City of San Diego.
5. Criminal convictions.

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.

I.23 Removal of Employees

City of San Diego may request the Contractor to immediately remove from assignment to City of San Diego any employee found unfit to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

I.24 Supervision

The Contractor shall provide adequate and competent supervision at all times during the performance of the contract. The Contractor or his designated representative shall be readily available to meet with City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

I.25 Performance Evaluation Meeting

The Contractor shall be readily available to meet with representatives of City of San Diego weekly during the first month of the contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

I.26 Federal, State and Local Reporting Compliance

The Contractor shall provide such financial and program information as required by City of San Diego to comply with all Federal, State and local law reporting requirements.

I.27 Nondiscrimination

27.1 Compliance with the City's Equal Opportunity Contracting Program. The Contractor shall comply with the City's Equal Opportunity

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

27.2 Non-Discrimination Ordinance. The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

27.3 Compliance Investigations. Upon the City's request, the Contractor agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

I.28 Project Personnel

Except as formally approved by City of San Diego, the key personnel identified in the Contractor's Bid shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to City of San Diego and approved.

I.29 Photo Identification Badge

The Contractor(s) shall provide any individual assigned to City of San Diego, a company photo identification badge, which must be worn at all times while on City of San Diego property. City of San Diego reserves the right to require the

Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

I.30 Lobbyist Activities

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence City of San Diego on matters within their official jurisdiction.
2. For purposes of this Policy, a lobbyist is not considered a public official acting in her/his official capacity.
3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.
4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

I.31 Gratuities

1. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Agent or a designee determines that the Contractor, its agent, or another representative:
 - a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and
 - b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated under the first paragraph above, City of San Diego is entitled:
 - a. To pursue the same remedies as in a breach of the contract; and

- b. In addition to any other damages provided by law, to exemplary damages of not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the Purchasing Agent or a designee.

I.32 Termination

1. Termination for Default

The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten days after receipt of such notice. The following are considered defaults:

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

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

2. Termination for Convenience

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

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)

- a. Deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- b. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

- c. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
- d. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

I.33 Insolvency

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Purchasing Agent responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of City of San Diego contract numbers and Contracting offices for all City of San Diego contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.34 Dispute Resolution

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal. The decision of the Purchasing Agent, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

I.35 Patents and Royalties

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or

those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.37 Warranty of Services

1. "Acceptance," as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within 24 hours. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the contract price.
4. All goods and services provided under the Contract shall be warranted by Contractor and/or manufacturer for at least twelve (12) months after Acceptance by City, except automotive equipment, which will be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless stated differently in the Specific Contract Requirements.
5. Contractor shall be responsible to the City for all warranty service, parts and labor. Contractor is responsible for ensuring that warranty work is performed at a facility acceptable to City and that services, parts and labor are available

and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself.

I.37 Licenses and Permits

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

I.38 Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.39 Protection of City of San Diego Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.40 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work, hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication

in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

I.41 Suspension of Work

The Purchasing Agent may order the Contractor in writing to suspend all or any part or the work for such period of time as he may determine to be appropriate for the convenience of the City of San Diego, however no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

I.42 Equal Opportunity

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27). Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, with the submission of proposal. For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, Contractors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

Contractor shall include in the Proposal a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, Contractors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, Contractors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply Contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract

and may result in termination, Debarment, or other sanctions. This language shall be included in all contracts with subcontractors related to this Contract.

I.43 Standards of Performance

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Contractor in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Contractor offers an item of a manufacturer or Contractor other than that specified, Contractor must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Contractor's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Contractor shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

If Contractor has offered goods or services which are responsive, Contractor may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Contractor believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. An Alternative Proposal must be submitted on the same forms provided by the Purchasing Agent, with adequate information for the City to evaluate the costs and benefits.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of

service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

I.44 Notice of Labor Disputes

1. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.
2. The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

I.45 Pending Legal Dispute with City of San Diego

Unless the Contractor specifically indicates otherwise in the Proposal, submission of a Contractor is deemed a warranty by Contractor that no judgments or awards have been entered against Contractor and that it is not currently involved in litigation or arbitration concerning Contractor's provision of services or goods similar to those which are the subject of this Contract. If Contractor discloses that such a warranty cannot be made, the City will require Contractor to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

I.46 Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

I.47 Americans With Disabilities Act Certification

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in

Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I.48 Debarment Proceedings

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0800, *et seq.*

I.49 Public Agency

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

I.50 Product Endorsements

Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

I.51 Procurement Card Transactions

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within 30 days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 2, which identify the items purchased by the City. For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

I.52 Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

I.53 Waiver

The failure of the City to enforce a particular condition or provision of this Contract shall not constitute a waiver of that provision or condition or its enforceability.

I.54 Covenants and Conditions

All provisions in the Contract expressed as either covenants or conditions on the part of the City or Contractor, shall be deemed to be both covenants and conditions.

I.55 Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

I.56 Independent Contractors

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

I.57 Successors in Interest

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

I.58 Software Licensing

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

I.59 Intellectual Property

59.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

59.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and

independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

59.3 Intellectual Property Rights Assignment Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

59.4 Moral Rights Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

59.5 Subcontracting In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

59.6 Publication. Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

59.7 Intellectual Property Warranty and Indemnification. Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

59.8 Enforcement Costs. The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

SECTION J
LIST OF ATTACHMENTS

Attachment 1 - Contractor Registration Form
Attachment 2 - Expectations of Ethical Business Conduct
Attachment 3 - Contractor Standards Questionnaire



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

☐ **Alternate Address** (if different from above) **to Receive Remittance:**

Mailing Address:

City:

State:

Zip:

☐ **Alternate Address** (if different from above) **to Receive Bid/Contract Opportunities:**

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	☐ Male	or ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Partnership ☐ Limited Liability Corporation ☐ Joint Venture ☐ Non-Profit ☐ Governmental/Municipality/Regulatory Agency ☐ Utility
	☐ Female	

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☐ **No** ☐ **Yes** (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904



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, Contractors, 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 "Contractor Information" web page - <http://www.sandiego.gov/purchasing/Contractor/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, Contractor 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 Contractors 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.

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.

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
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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

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
CONTRACTORS OR RESPONDENTS

- K.1** By submission of this proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies.
- K.2** Should the Contractor be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- K.3** The following forms are required to be completed to validate the proposal and upon acceptance of the contract will confirm compliance with City of San Diego eligibility requirements as stated in Section L.

FORMS REQUIRED OF ALL CONTRACTORS:

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Hold Harmless, Copyrighted Material, Trade Secrets and Disclosure of other Proprietary Information
5. Proof of Insurance
6. Criminal Background Certification
7. Equal Employment Opportunity (EEO) Policy and Forms
8. Affidavit for Contractor/Contractor
9. Conflict of Interest Disclosure Statement
10. San Diego-Based (Local) Contractors
11. Work Force Report
12. Drug Free Workplace Affidavit

CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: _____
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual ____; A Corporation ____; Partnership ____ or Joint Venture _____. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
 1. If incorporated, existing under the laws of the State of: _____.
 2. Date of incorporation: _____
3. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: _____. Data Universal Numbering System (DUN & BRADSTREET) Number: _____.
6. Office which will be responsible for providing the City of San Diego the specified services:

Address: _____

Contact Person/Telephone Number: _____ Fax Number: _____
Email: _____
7. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: _____

Title: _____

Signature: _____
8. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.
- 8a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.
- 8b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 8c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

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

Authorized Representative Signature: _____

Printed Name: _____

Position: _____

Dated this _____ day of _____, 200_.

PRE-AWARD SURVEY DOCUMENTS

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

SOLICITATION NUMBER:

NAME OF CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

1. Name your principal financial institution for financial reference:

Name of Bank: _____

Point of Contact: _____

Address: _____

Telephone Number: _____

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

Contractor's Signature

(Date)

Name (typed or written)

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

(Name) (Address)

(Name) (Address)

(Name) (Address)

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

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

•
If yes, give details

7. List the names of three (3) references for whom you have furnished the same or similar type services and of equal magnitude:

LIST OF REFERENCES

Reference #1

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

Reference #2

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

Reference #3

Name of Entity:

Contact Person:

Phone No:

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

Requirements of the Contract:

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

(a) The Contractor certifies, to the best of its knowledge and belief, that --

(1) The Contractor and/or any of its Principals --

(i) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;

(ii) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(iii) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.

(2) The Contractor has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(3) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.

(b) The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

**HOLD HARMLESS COPYRIGHTED MATERIAL, TRADE
SECRETS OR DISCLOSURE OF OTHER PROPRIETARY
INFORMATION**

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

The Contractor will indemnify the City of San Diego and hold it harmless from any claim or liability and defend any action brought against the City of San Diego for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a California Public Records Act request for such information.

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

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

PROOF OF INSURANCE

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

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

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

CRIMINAL BACKGROUND CERTIFICATION

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

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

Name of Firm

Signature of Authorized Representative

Printed/Typed Name

Date

EQUAL EMPLOYMENT OPPORTUNITY

The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity. All Contractors must submit with their proposal:

- 1) A copy of their company's equal employment policy, or non-discrimination policy prohibiting discrimination based on race, sex, religion, color, national origin, age or disability that is unrelated to the individual's ability to perform the duties of a particular job position.
- 2) Complete, sign, notarize and return the following forms:
 - i) Personnel Survey – Form 4450
- 3) Identify subcontracting opportunities with San Diego-based businesses by: name of firm, contact person, address, telephone, award amount and services to be rendered.

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

AFFIDAVIT FOR CONTRACTOR/CONTRACTOR

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

Name: _____
(type or print)

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

Social Security Number or Federal ID Number: _____

Position: _____

Firm: _____

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

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

Name (type or print): _____

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

Position: _____

Firm: _____



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

.....WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

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

Name of Company CEO: _____

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

Address: _____

City _____ County _____ State _____ Zip _____

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

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

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

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

I, The undersigned representative of _____

(Firm Name)

(County)

(State)

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

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

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

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

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

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

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: _____

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

The acceptance of the Contractor's proposal for the services specified herein will be made by issuance of a duly authorized contract prepared by City of San Diego. Contractors are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of City of San Diego concerning the award until a contract is executed.

L.1 Pre-Proposal Conference

1. a. There will be a pre-proposal conference for this solicitation.

Purchasing and Contracting Department
1200 Third Avenue, Suite 200
Conference Room 1
San Diego, CA 92101
Friday, September 18, 2009 – 9:00 a.m. PT

- b. All questions relating to the proposal request for clarification shall be submitted in writing no later than the timeframe stated below to allow sufficient time for answers to be considered and prepared by the City of San Diego. All written inquiries will be formally answered and distributed to all Contractors.
2. Written inquiries must be received no later than 5:00 p.m. PT time on Thursday, September 17, 2009.

Telephone inquiries will not be accepted.

Inquiries must be submitted to:

**Purchasing and Contracting Department
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101
Facsimile Number: (619) 236-5904
RFP No.: 9530-09-A**

Email to hpepper@sandiego.gov.

L.2 Additional Instructions

1. **Contractor's Mailing Address**

It is the responsibility of every Contractor to register and maintain their current mailing address with the City of San Diego.

2. **Submission Instructions**

Please submit one (1) original and five (5) complete copies of your proposal documents in sealed envelopes or cartons. **In addition, please include an electronic copy of your proposal in (Word/Excel) with the original package.** The original proposal must be clearly marked, signed (use blue ink) and submit in a separate sealed envelope, with all copies being addressed to:

Purchasing and Contracting Department
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

If hand carried, proposals must be delivered by **11:00 a.m. PT on Friday, October 9, 2009. Late proposals delivered/received after 11:00 a.m. will not be accepted.**

The outside of each envelope or package must be labeled:

- a. RFP Description
- b. RFP No. 9530-09-A
- c. Name of Contractor
- d. Package x of y

3. **Firm Offer Period**

By submission of a Proposal, Contractor guarantees that the offer is firm for 90 calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another 90 days, unless the Contractor indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty days prior to expiration of the current 90 day period.

4. **Detailed Proposal**

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent. A detailed proposal must be submitted along with those forms identified in Section K for the proposal to be complete. The documents should be prepared in single-spaced type on 8 ½ x 11" paper, using one side of the paper only. The original proposal must contain a signature of an authorized representative of the Contractor. An authorized representative of the Contractor must initial all corrections made on the proposal sheets. The company name must appear on each sheet where a correction is made. The Proposal must include all documents materials and information required herein. Pages should be numbered at the bottom to show page numbers and total number of pages should be no more than 50 pages. This does not include resumes or descriptive literature. (e.g. Page 1 of xx, etc.)

Contractor shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing at the time of submission of the Proposal and said exceptions are accepted by the City in writing. Any exceptions to the City's Contract Documents submitted by Contractor are deemed rejected unless and until accepted by the City in writing as discussed above. The City may reject Contractor's Proposal as non-responsive or consider the Proposal without Contractor's proposed exceptions if exceptions are submitted. If after Award of Contract, Contractor attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor, they too shall be considered void and City may terminate the Contract.

5. Schedule

The unit of measure specified in the Schedule is descriptive only and is not used as a basis to determine award of Contract.

- a. The Contract Line Item Numbers (CLIN) in the Price Schedule (Section B) must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- b. Contractor shall insert a unit price, and extended amount for each line item specified on the schedule, if applicable. Additionally, Contractors shall calculate and insert the total offer price, where appropriate on the schedule.
- c. Contractors are cautioned that the item descriptions in the Schedule are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Contractor must consult the Specifications of the solicitation document for complete descriptions of the required supplies or services.
- d. 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 Contractor to an adjustment in the unit price or to any additional compensation.
- e. Contractor shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.
- f. Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Contractor, or an authorized representative of the Contractor. Telephonic withdrawals or modifications are not permitted.

6. Options

- a. The City of San Diego will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The City of San Diego may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City of San Diego to exercise the option(s).
- b. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Contractor within the initial 90-day period or extension thereof, shall result in a tentative award subject to required post-award submittals and approvals by the appropriate City official(s) or body. Final approval and execution by the City will result in a binding Contract. Before the offer's specified expiration time, the City of San Diego may accept an offer (or incorporate the accepted option price), whether or not there are negotiations after its receipt.

7. Awards

One award of contract is anticipated under this solicitation. However, City of San Diego reserves the right to make a single or multiple awards. Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City and Contractor will sign the Contract furnished by the City.

8. Contact during and after Contractor's Submittal

All Contractors who are considering submitting a proposal for a project are prohibited from having any communication concerning the RFP with any City of San Diego Council Member, the Mayor, and the Evaluation Committee Member after issuance of the RFP, and prior to the Contract being awarded with the exception of communications with the Purchasing and Contracting Department. A proposal from any Contractor will be disqualified when the Contractor violates this condition of the RFP. The City will inform all Contractors of its Intent to Award a Contract in writing.

9. Acceptance and Rejection of Proposals

- a. Acceptance: All proposals properly completed and submitted shall be considered by City of San Diego.
- b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to the following:
 - (1) The proposal is time-stamped at the Purchasing and Contracting Department after the deadline specified in the RFP.

- (2) Failure to execute and return the required forms.
 - (3) Failure to respond to all subsections within the RFP. All proposals that are materially unbalanced, (i.e. that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
 - (4) The Contractor warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Contractor has not in any manner sought by collusion to secure any advantage over the other Contractors. Proof of collusion among Contractors, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - (5) The proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - (6) The Contractor adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.
- c. Pursuant to the Notice to Contractors advertised in the official City newspaper and/or the Solicitation issued by the City, the Contractor's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General Contract Clauses (Section I), and is subject to all of the terms and conditions of these General Contract Clauses (Section I), all Contract Documents, as well as the City of San Diego Charter and Municipal Code.
 - d. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Contractor furnishes evidence from the post office station of mailing which establishes an earlier time.
 - e. The Terms of the Addenda shall be considered in evaluating and submitting Proposals. It is the Contractor's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or otherwise obtained.

Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

11. **Protests**

If an unsuccessful Contractor wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after Announcement of the Apparent Successful Contractor, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest. Protests will only be considered if one of the grounds for protest as set forth in the San Diego Municipal Code Section 22.3029 have been met.

L.3 RFP Proposal Format and Organization

Contractors shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. **All proposals should be securely bound (does not apply to the electronic document), and must include the following items. Responses must be in the same order as, and responsive to, the information requested.** Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the City of San Diego.

1. **Tab A - Representations and Certifications.** Contractor shall complete all verification statements and required forms found in Section K.
 - a. Contractor's Cover Sheet
 - b. Pre-award Survey
 - c. Certification regarding debarment, suspension, proposed debarment, and other responsibility matters
 - d. Hold Harmless Copyrighted Material, Trade Secrets and Disclosure of Other Proprietary Information
 - e. Proof of Insurance
 - f. Equal Employment Opportunity Policy and Forms
2. **Tab B - Executive Summary.** Contractor shall provide the following information in the order outlined below:
 - a. A title page
 - b. A table of contents

- c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor's ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services.
- d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered.

3. **Tab C – Qualifications and Experience**

- a. **Qualifications:** Provide a brief description of your firm, including:

(1) Qualification of Firm

(2) Qualification of Staff

All personnel provided by the Contractor shall, if applicable:

- Adhere to a City of San Diego defined work schedule
- Adhere to the City of San Diego's time-off schedule
- Be subject to standard City of San Diego employment screening procedures: background employment check, legal verification, and others.
- Be directly supervised by City of San Diego Staff
- New staff provided by the selected Contractor must be interviewed and approved by City of San Diego Staff
- Those employees determined unsuitable must be immediately recalled and replaced by the Selected Contractor
- The Selected Contractor must backfill employees that are not available for their normal shift (vacation, sick, etc)
- Staff must be flexible and be able to float from one group to another as the need is determined Staff must work closely with City of San Diego to support their goals.
- Staff must work closely with the City of San Diego managers/supervisors, particularly to address issues and communicate with users.

(3) Industry Knowledge and Expertise

- (4) Project Management and Special Services pertinent to this RFP; and
- (5) Past Performance (The evaluation should take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this RFP.

b. Service Team and Resume

- (1) Provide an organizational chart of the team that would serve City of San Diego, including all contact information.
- (2) Provide detailed descriptions of each team member's role, responsibilities, experience and education. Also provide a current resume for each member.
- (3) Provide information on the relevant experience of each team member.
- (4) Describe what approach the team would take in providing services to City of San Diego. Indicate type and frequency of meetings and other forms of communications.

4. Tab D - Cost/Price Proposal (if applicable)

Contractors shall submit its detailed cost proposal as specified in Section B.

- 5. Tab E – Subcontracting Plan:** The Contractor shall submit a subcontracting plan with the proposal. The subcontracting plan shall address the following:

- (1) use of San Diego-Based(Local) Business

The plan shall address each of these areas and specifically identify name of potential sub-contractor(s), or area to be sub contracted, field of expertise, number of years in the field, proposed dollars amounts of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract, and monitored throughout the life of the contract for compliance.

- 4. Tab F - Signed Contract:** The Contractor shall complete Section A, Contract (blocks 6, 8 and 11), Section B in its entirety to include all options, and return a completed copy of the contract (Section A-J). **All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable.** Unless the City of San

Diego conducts discussions and/or request a Best and Final Offer (BAFO), Sections A-J shall become the official contractual document for award, once signed by the Purchasing Agent. If a BAFO is requested, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the contractual documents. Any changes that result from the BAFO shall be clearly identified and justified in a cover letter containing the revised Contractual document.

SECTION M

EVALUATION PROCESS

M.1 Evaluation for Options

The City of San Diego shall evaluate offers for award purposes by evaluating the qualifications of firms submitting a response to this RFP.

M.2 Process for Award

City of San Diego will award a contract to the responsible Contractor whose offer conforms to the RFP and whose offer best meets our needs and are most likely to assist City of San Diego in achieving its objectives. The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. City of San Diego reserves the right to seek clarification of information submitted in response to this RFP. City of San Diego also reserves the right to make award without further discussion.

The City may require additional written or oral information from Contractors to clarify responses. Unless the Contractor clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Contractors. Awards will be made for the items, or combinations of items, which result in the best value and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City.

M.3 Evaluation Panel

1. Based on the evaluation criteria outlined in M.4, all technical proposals shall be evaluated and scored by the Source Selection Evaluation Committee designated by the City of San Diego. Written or oral discussions may be requested from the Contractor to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The Source Selection Evaluation Committee, upon completion of evaluating the technical proposals, will recommend to the Purchasing Agent award be made to the selected highest technically qualified ranked firm(s).
2. The City of San Diego reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by an Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

M.4 Evaluation Criteria The following elements represent the evaluation criteria that will be considered during the evaluation process:

A. Responsiveness to the Request for Proposal (10 Points) 1. Requested information included and thoroughness of response 2. Understanding of the project 3. Creativity of proposed project approach 4. Clarity and brevity of the response
B. Staffing Plan (20 Points) 1. Provision for the required disciplines 2. Provision for participation by Firm's key personnel 3. Qualifications of personnel adequate for requirement
C. Firm's Capability to provide the services and expertise and Past Performance(20 Points) 1. Background of the Firm and subcontractors including (Discipline) qualifications 2. Relevant experience of the Firm and subcontractors 3. Previous relationship of firm and subcontractors on similar projects 4. Specific experience on Municipal projects 5. Other pertinent experience 6. Resources including computers, total number of people, and number of offices 7. Location in the general geographical area of the project and knowledge of the locality of the project 8. Past/Prior Performance 9. Capacity/Capability to meet City of San Diego needs in a timely manner 10. References
D. Equal Opportunity Contracting Program(EOCP) Desirable (Additional Merit) 1. Firm presented an Equal Employment Opportunity policy to City of San Diego. 2. Firm presented a positive subcontracting utilization plan.
E. Cost (50 Points)
GRAND TOTAL (100)

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, the Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

M.5 Eligibility Requirements

M.5.1 The Contractor must have the minimum experience as specified below:

The critical nature of the City of San Diego applications and systems requires an Information Technology Service Provider with demonstrative experience. The City of San Diego requires that the Contractor have a minimum of:

- Five (5) years demonstrated experience, with experience in U. S. Public Entities of similar size and magnitude
- Five (5) years demonstrated project management experience
- Five (5) years of contracts in similar size and magnitude

M.5.2 The Contractor must have no conflict of interest with regard to any other work performed by the firm for City of San Diego.

M.5.3 The Contractor must adhere to the instructions in this RFP on preparing and submitting the response.

M.6 Selection Process City of San Diego also reserves the right to make award without further discussion. In addition, City of San Diego reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process.