



CITY OF SAN DIEGO

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

Proposal No. 9439-09-Z-RFP

REQUEST FOR PROPOSAL Closing Date: **August 21, 2008**
@ 4:00 pm P.S.T.

Subject: Furnish the City of San Diego with Professional Public Outreach, Involvement, and Facilitation Services for the City of San Diego Uptown, Greater North Park, and Greater Golden Hill Community Plan Update Process

Timeline: As may be required for a period of two (2) years from date of a fully executed Contract, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

License(s) Required: N/A

Company _____		Name _____
Federal Tax I.D. No. _____		[PRINT OR TYPE]
Street Address _____		Signature* _____
City _____		Title _____
State _____	Zip _____	Date _____
Tel. No. _____	* <i>'Authorized Signature: The signer declares under penalty of perjury that</i>	
Fax No. _____	<i>she/he is authorized to sign this document and bind the company or</i>	
E-Mail _____	<i>organization to the terms of this agreement</i>	

If your firm is not located in California, are you authorized to SIGNATURE.

SUBMITTED BIDS MUST HAVE AN ORIGINAL

collect California sales tax? -----Yes _____ No
If Yes under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20
^"9*^{win} be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

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

- 1) Proposal must be submitted on official City proposal forms.
- 2) All information on this Request for Proposal cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all Proposers must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:

MICHAEL WINTERBERG, CPPB/muw, Procurement Specialist

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I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego's City Planning & Community Investment Department (CPCI) is embarking on a comprehensive "clustered" update of the Uptown, Greater North Park, and Greater Golden Hill community plans.

In March 2008, the San Diego City Council unanimously approved a comprehensive update to the City's General Plan. The plan sets out a long-range vision and policy framework for how the City should plan for projected growth and development, provide public services, and maintain the qualities that define San Diego over the next 20 to 30 years. It represents a shift in focus from how to develop vacant land to how to design infill development and reinvest in existing communities. Its focus also ranges from such topics as sustainability, balanced communities and equitable development, the provision of public services and facilities, all forms of mobility, urban design, climate change impacts, economic prosperity, and historic resource preservation. The General Plan also calls for the update of the City's various community plans in order to establish these plans as integral and essential components of the General Plan where city wide policies are refined to address specific community goals.

As policy documents, community plans provide goals and objectives for development of communities and designate where specific land uses should go and are further implemented by citywide and localized zoning programs. The purpose of the community plan update is to ensure consistency between the community's land use policies, provide urban design guidelines, develop a public facilities strategy and financing plan, and to prepare a master or program EIR that evaluates cumulative impacts. Within the Redevelopment project areas, the update provides a plan that will guide redevelopment efforts. A goal of the update process will be to revise the Uptown, Greater North Park, and Greater Golden Hill community plans which were adopted in the late 1980's, to reflect current conditions and the long-term vision for the communities, as well as bring a number of existing plan elements into compliance with elements and community plan update guidelines of the recently approved General Plan.

These respective communities are some of the oldest in the City and share similar challenges such as preserving single-family neighborhoods, historic resources, and open space while at the same time accommodating new development that has been drawn to these communities where mixed-use development is encouraged along commercial-transit corridors.

1. Community Plan Update Cluster (overview)

The neighboring communities of Uptown, Greater North Park, and Greater Golden Hill comprise approximately 4,607 acres located northeast of Downtown San Diego. These communities are generally bounded to the east by Interstate 805 and State Route 15; Mission Valley to the north; and Interstate 5 to the west; and State Route 94 to the south. Balboa Park is centrally located between each of these three communities (*Refer to Exhibit 1 - Uptown, Greater North Park, and Greater North Park Community Planning Areas*).

Redevelopment Project Areas are located in Uptown and North Park. The North Bay Redevelopment Project Area located primarily along a narrow portion of the Uptown western boundary along Interstate 5 comprises of 184 acres. The North Park Redevelopment Project Area located in the central commercial core of the community comprises of 555 acres of the total area of the community (*Refer to Exhibit 2 - North Park Redevelopment Project Area and Exhibit 3: North Bay Redevelopment Project Area*).

2. Uptown

The Uptown Community lies just north of the Centre City area. It is bounded on the north by the steep hillsides of Mission Valley, on the east by Park Boulevard and on the west and south by Old San Diego and Interstate 5.

The Uptown Community is located on a level mesa that is divided by numerous canyons and bordered by two major historic parks, Presidio and Balboa. The Uptown community contains some of the oldest neighborhoods in San Diego exhibiting a variety of historic architectural types and a heavily traveled pedestrian mixed-use retail commercial area. The area also features a wide range of residential opportunities and a diverse mixture of people within a distinctly urban setting. The area includes the neighborhoods of Mission Hills, Middletown, Hillcrest, the Medical Complex, University Heights, and Park West. Located in Hillcrest is the nationally recognized Uptown District, a model of mixed-use infill development that includes housing, a retail core, offices, live-work spaces and a community center.

As with older communities in the City, the need for additional public facilities and services is a pervasive and shared issue and despite the current housing market, Uptown continues to see mixed-use and multi-family residential development projects proposed within its boundaries. More recently, new high-rise development along commercial transit corridors designated for high density residential and mixed-use development have been the subject of much protest and discussion within the community. As infill development occurs, issues regarding the preservation of older structures and the character of surrounding neighborhoods continue to be more controversial. In addition, issues surrounding traffic congestion and encouraging a more pedestrian atmosphere along the community's transit corridors have also been the focus of public forums and community meetings.

3. Greater North Park

The Greater North Park Community is located in the central portion of the City of San Diego and is in close proximity to downtown San Diego. North Park abuts the community planning areas of Uptown on the west, Mission Valley on the north, Mid-City on the east and Golden Hill on the south.

Greater North Park is one of the older urbanized communities in San Diego with original subdivisions being recorded just after the turn of the century. Home to hundreds of classic California Style Craftsman houses, Greater North Park maintains its strong residential character in its tree-lined parkways, wide streets and charming canyon cul-de-sacs. The retro style of its major business corridors along University Avenue, 30th Street and El Cajon Boulevard hark back to the 1950s.

Issues facing Greater North Park include the conservation and preservation of existing single-family housing stock in light of growing concerns over the review and issuance process of demolition permits for older structures and its effect on community character, as well as the provision of adequate public facilities and services within an older and growing community. Given that the existing North Park Redevelopment Project Area occupies the community's commercial core and transportation corridors, revitalization within these areas are largely focused on the quality and impact of existing and proposed commercial development, urban design, and enhancements to the pedestrian environment within these areas.

4. Greater Golden Hill

Greater Golden Hill is an urbanized community consisting of approximately 441 acres, located east of downtown San Diego and adjacent to Balboa Park. It comprises the historic Golden Hill neighborhood, South Park, and the areas north and east of South Park including the Choate' addition and Brooklyn Heights. The Greater Golden Hill Community boundary is Balboa Park and Juniper Street on the north, 32nd Street between Juniper Street and Hawthorn Street, then along Marlton Drive to the 34th Street canyon to Beech Street on the east, State Route 94 on the south and Interstate 5 on the west.

The Greater Golden Hill Community faces similar planning issues that older urban communities experience in light of infill development such as the preservation of community character, historical and architectural resources in light of infill development, single-family and low density neighborhoods, and the revitalization of commercial areas.

5. Stakeholder Involvement

Each respective planning area currently has an officially recognized community planning group that provides decision makers with input and recommendations on a variety of land use issues concerning each individual planning area. To achieve the desired level of commitment and community involvement in the Community Plan Update process, the City intends to form a Stakeholder Advisory Committee for each community, an overall Cluster Update Advisory Committee, and a Historic Resources Project Working Group for each community that will provide a forum for the public to discuss issues, provide input, and recommendations to the City decision-makers relative to the various Plan Update components.

Staff anticipates the Stakeholder Advisory Committees will be a subcommittee of the recognized community planning group and will consist of representation from the community planning group, residents, business owners, neighborhood-community organizations, participating public agencies, and other various interest groups within the Plan Update boundary. The primary objective of the Stakeholder Advisory Committee is to convene the public discussion regarding their respective plan updates that:

- a. Identifies a collective vision for the community;
- b. Achieves sustainable urban design principles consistent with the City's updated General Plan;
- c. Creates an economically viable plan for future development;
- d. Provides adequate public facilities;
- e. Encourages increased employment opportunities;
- f. Provides adequate buffers between incompatible land uses;
- g. Addresses the need for public infrastructure;

- h. Reduces and/or minimizes traffic conflicts; i.
Provides for transit-oriented design principles;
- j. Develops efficient and practical strategies for achieving functional open space and parkland; and
- k. Encourages increased opportunities for affordable, workforce, and market rate housing.

A Cluster Update Advisory Committee would also be formed and would operate in the same fashion as the Stakeholder Advisory Committee with the purpose of dealing with land use issues shared between the three communities such as transportation and circulation and urban design along shared community boundaries. The Cluster Stakeholder Advisory Committee would be made of representatives from each of the three Stakeholder Committees.

A Historic Resources Project Working Group would be created for each respective community and will be made up of representatives from each community's Stakeholder Advisory Committee and other interested community members. This group's purpose is to assist in the formulation of a historic resources context statement for each community that will determine the criteria for identifying potential historic and cultural resources during the historic reconnaissance surveys for each community planning area.

This Request for Proposals (RFP) solicits a consultant with expertise in professional public outreach, facilitation, and stakeholder involvement to perform and complete specified tasks as outlined in the following scope of work.

Interested parties who have successfully demonstrated an ability to perform consulting work for a city or public agency, and with a community of similar size, and have a proven record of success in providing public outreach, involvement, and facilitation services are invited to submit a Response to this Request for Proposal (RFP). Prior work in urban planning facilitation is desirable.

B. SCOPE OF WORK

Furnish the City of San Diego with professional public outreach, involvement, and facilitation services for the City of San Diego Uptown, Greater North Park, and Greater Golden Hill Community Plan Update Process to include the following:

1. Meeting, planning, coordination, and facilitation.
2. Working with various public participants and stakeholders regarding land use issues.
3. Public outreach and stakeholder involvement strategies.
4. Gathering and synthesizing input.

5. Working with multi-disciplinary urban design and planning teams.
6. Consensus building.

As an extension of City staff, Consultant shall coordinate with other consultant urban design teams, economic firms, transportation consultants, and historic consultants (to be hired by the City) during the update process.

CPCI anticipates that it will take approximately 24 months to reach the first public hearing to consider a formal recommendation on the Community Plan Update process. However, the Consultant shall participate at varying capacities throughout all phases of the plan adoption process (which may take an additional 4-6 months to complete).

See Section II, Specifications, for the core requirements and deliverables and other requirements.

C. OBJECTIVE

The objective of this RFP is to make an award to a qualified Consultant that delivers professional public outreach, involvement, and facilitation services for the City of San Diego Uptown, Greater North Park, and Greater Golden Hill Community Plan Update Process, which represents best overall value to the City while meeting the specifications and requirements of this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer (Billing Rates).
3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
4. Consultant Team: Successful Proposer(s) staff assigned to the City's account.
5. Consultant: Same as Proposer, Contractor, Vendor.
6. CPCI: City of San Diego's City Planning & Community Investment Department.

II. SPECIFICATIONS

A. CORE REQUIREMENTS

For specific tasks, see Appendix A. 1.

Project Administration

- a. The City is looking for a consultant who can devote a committed portion of his/her time to this project over a period of 24 month period. *NOTE:* CPCI anticipates that it will take approximately 24 months to reach the first public hearing to consider a formal recommendation on the Community Plan Update process.
- b. The Consultant shall manage any of his/her own staff or any necessary sub-consultants if applicable and be the key point of contact for the City project manager regarding the public outreach component of the plan update process.
- c. The Consultant shall play an active role to maintain the project schedule and budget as it relates to the public outreach component of the plan update process. Regularly scheduled coordination and status meetings shall be held with City staff to review the project status and budget, obtain required City approval, make decisions and discuss issues that have the potential of adversely affecting the project budget, schedule, or product. The Consultant shall prepare meeting agendas in consultation with the City project manager, distribute agendas prior to meetings, arrange for appropriate participants to attend, and distribute meeting notes for regular project status meetings, project working group meetings, and public meetings. Meeting minutes shall be distributed within seven working days of the meeting and shall include the issues discussed, action items, and responsible parties. The Consultant shall use Microsoft Project, or equivalent software to maintain an up-to-date project schedule.
- d. The Consultant shall develop, maintain, and provide to the City project manager monthly progress memos as well as biweekly verbal updates that address the progress of work, public outreach schedule and budget, information/decisions required to maintain the project schedule and complete deliverables, problems encountered that may affect the schedule, budget, or work products, and anticipated work, action items, and review activities for the following month.
- e. The Consultant shall provide quality control of all products prior to submittal to the City, shall ensure that all work is completed and deliverables provided on time according to the project schedule, and that all progress memos, agendas, and meeting minutes are technically accurate.

2. Community Outreach, Meeting Facilitation, and Public Participation

- a. The selected Consultant must demonstrate strong meeting facilitation skills and experience on projects of similar scope and size to the requirements and deliverables specified in this RFP.
- b. The selected Consultant shall work with various public participants and stakeholders to identify land use issues and values that will guide the plan update process.
- c. The selected Consultant shall gather input from community meetings, charrettes, and workshops and synthesize the input to inform the creation of new plan goals, objectives, recommendations, and plan alternatives.
- d. The selected Consultant shall work to build consensus among public participants and stakeholders regarding new plan goals, objectives, recommendations, and plan alternatives.
- e. The selected Consultant shall be required to work with City staff at the onset of the project to develop and refine the outreach strategy and to prepare a schedule to implement the various phases and tasks for the community update process. The outreach strategy that the Consultant shall prepare, may include, but is not limited to the following:
 - (1) Monthly Stakeholder Advisory Group and Cluster Update Advisory Committee meetings
 - (2) Public workshops - minimum of six for each community planning area
 - (3) One (1) Charrette process (up to six days in the length) for each community planning area
 - (4) Focus/working group meetings
 - (5) Walk audits
 - (6) Community surveys
 - (7) Presentations/updates to public officials

The Consultant shall provide input to City staff on the following:

- (1) Project website
- (2) Project information brochure
- (3) Regular project newsletters
- (4) Visual displays
- (5) Media participation through interviews, public service announcements, etc.

- f. The Consultant, together with the City of San Diego, shall work with all three (3) Stakeholder Advisory Committees and the Cluster Update Advisory Committee, which the City of San Diego will organize, and shall encourage extensive community input and involvement through public workshops and informational presentations. The Consultant shall facilitate and conduct the meetings. The Consultant shall have a minimum of 3 years experience in working with citizen and professional organizations within the urbanized communities. The process shall allow input from all those affected by the update, reach out to those often under-represented in the decision-making process, and provide feedback representative of the community at large.

B. DELIVERABLES 1.

Project Administration

- a. The City Project Manager shall provide the Consultant with a draft community plan update/public outreach and involvement schedule.
- b. The Consultant shall collaborate with the City Project Manager to refine the draft community plan update schedule as it relates to the public outreach component of the plan update process to reflect the anticipated 24 month processing schedule (i.e. time anticipated to reach the first public hearing to consider a formal recommendation on the Community Plan Update process).
- c. The Consultant shall update the schedule on a bimonthly basis and provide it to the City Project Manager and other affected parties.
- d. Consultant shall participate in regular community plan update coordination meetings with City staff, to be determined/scheduled by City Project Manager.

2. Community Outreach, Meeting Facilitation, and Public Participation

- a. Consultant shall develop and prepare community outreach and public participation strategy with City staff. Dates/times of the workshops will be scheduled in coordination with City Project Manager to achieve the greatest level of stakeholder and public participation.
- b. Consultant shall collaborate with City Project Manager to develop and implement a media strategy for various phases of the Community update process.
- c. Consultant shall conduct one (1) community workshop to educate and introduce stakeholders to the community planning update process for each community planning area. The workshop shall be up to four (4) hours in length.
- d. Consultant shall conduct one (1) community-wide survey to identify issues and needs for each community planning area.

- e. Consultant shall facilitate and conduct the meetings. The Consultant shall have a minimum of 3 years experience in working with citizen and professional organizations within the urbanized communities.
- f. Consultant shall conduct one (1) public workshop in order to establish community issues and overall vision desired by the community for each community planning area. The workshop shall be up to (4) four hours in length
- g. Consultant shall conduct one (1) charrette process for each community planning area and collaborate with other technical consultants, as hired by the City. The charrette shall be up to 6 days in length.
- h. Consultant as part of a multi-disciplinary team dedicated to assisting City staff with the update, shall interface and collaborate with other technical consultants of the team to review, comprehend, and summarize analysis results in addition to stakeholder input so that they may be relayed in within public discussions to inform the update process.
- i. Consultant shall attend and participate in monthly stakeholder meetings for each community planning area on issues, goals, priorities, elements and land use plan. Consultant shall furnish meeting agendas and minutes to city staff and stakeholders.

C. QUALIFICATION AND EXPERIENCE

The following experience, qualifications and skills are required to successfully complete the requirements of this RFP.

1. Consultant shall describe experience in completing consulting efforts and present consultant qualifications that are similar in scope and size to the requirements and deliverables of this RFP. For each team member, describe in detail three (3) successfully completed similar projects. For each completed project, provide the name of the jurisdiction and Project Manager the Consultant performed work for, address, telephone number, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of the references.

2. A primary objective of the project is to achieve community consensus on the preparation of the community plan update. The Consultant shall describe demonstrated public outreach and participation expertise (including samples of public outreach and participation materials, if appropriate) as well as experience with mediating conflicts and achieving consensus on similar projects. Further, the Consultant shall describe facilitation experience as well as working with members of a community to reach consensus and develop a plan.
3. The Consultant shall be able to prepare materials, including but not limited to agendas, minutes, meeting notes, working papers, screen checks, correspondence, and final reports.
4. The Consultant shall describe their experience with involving the public and facilitating discussions on issues related to land use planning and urban design. Prior work in urban planning facilitation is desirable
5. The Consultant shall describe their understanding of the community's history, demographics, and issues and opportunities as well as its relationship to other neighboring communities.
6. The Consultant shall have strong communication and observation skills, attention to detail, the ability to work independently, the ability to be responsive and flexible to input and direction from the community and City staff.
7. The Consultant shall be comfortable with and articulate in public speaking situations, have the ability to express the ideas of others, and shall demonstrate awareness of professional behaviors and protocols.
8. Consultant shall be competent in use of standard computer technology. The format for all draft agendas and minutes shall be in Microsoft Word. The City shall not provide any training about how to perform any of the computer-related tasks required completing the requirements of this RFP.
9. The Consultant shall submit resumes of any additional staff or sub-consultants if applicable, who will be involved in the project including all contact information.
10. The Consultant shall provide a company/corporate organizational chart and staffing profile including subcontractors if applicable. The staffing profile shall include the leadership of the project team, the accountability of the Project Manager/Lead, the lines of authority and the identification of the day-to-day staff indicating by a percentage (%) as to whether they will be fully or partially assigned and dedicated to the Project. Less than full time dedication or one hundred percent (100%) of any members of the project team shall be explained.
11. The Consultant shall be accessible, at the minimum, by e-mail and telephone, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time excluding City holidays.

12. Further, the selected Consultant shall provide the City's Project Manager with quarterly reports summarizing and verifying any sub-consultant charges for completing various Community Plan Update tasks; and shall specifically identify consultants' position, role and responsibility for completing each specified task.
13. The Consultant shall submit a list, which indicates all prime contracts and/or amendments awarded to the Consultant from the City of San Diego for the last three (3) years. The list shall include a short description of the project, the project scope of work, award date, completion date, name of City's Project Manager, and contract value.
14. Consultant shall complete and submit a list of any proposed Subcontractors with their technical proposal for evaluation (use form on page 34).

D. REFERENCES

Consultant teams are required to provide a minimum of three (3) references for each team member to demonstrate successful performance for work of similar scope to the City of San Diego as specified in this RFP during the past three (3) years (use form on page 33). Consultant teams must also demonstrate that they are properly equipped to perform the work as specified in this RFP. This will enable the City to judge product reliability, performance, and other information. The City reserves the right to contact references not provided by the Consultant team.

E. PROPOSERS IMPLEMENTATION PLAN

Consultant shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how the Consultant intends to provide the work plan with specified deliverables as previously specified. The Consultant shall include a percentage (%) estimate of prime- and sub-consultant time anticipated for completing each task / deliverable related to the Community Plan Update scope of work. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

F. OPTIONAL CONSULTING SERVICES

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

III. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGE - INSTRUCTIONS

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

Evaluation of award will be based on the fully burdened fixed price lump sum total, all costs inclusive, of Section IV "Pricing Page" for the requirements and deliverables as specified in Section II, "Specifications." No other charges will be considered. Progress payments may be proposed however may be subject to negotiation. Additionally, the City may withhold approximately ten (10) percent of the total contract price until all services provided by the Consultant have been determined to be acceptable to the City.

Consultants shall provide a breakdown of labor hours, levels of effort, and other rationale used in determining their pricing for the specified and deliverables. However price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

B. OPTION TO RENEW

The City reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Consultant with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Consultant may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

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

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

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

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

C. PRICING FOR OPTIONAL CONSULTING SERVICES

Pricing for optional consulting services will not be included in the evaluation of this RFP. If available, Consultants shall provide, as an attachment to their pricing submittal page, pricing for optional consulting services. Prices shall include firm-fixed fully-burdened hourly labor rates for key personnel for the period of two (2) years from date of award with options to renew for three (3) additional one (1) year periods.

IV. PRICING PAGE

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

- 1. Project Administration \$ _____ Fixed Price Lump Sum
- 2. Community Outreach, Meeting
Facilitation, and Public Participation \$ _____ Fixed Price Lump Sum

Fixed Price Lump Sum Total: \$

V. RFP PROCESS

A. PROCUREMENT SPECIALIST - ISSUING OFFICE

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

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. Pacific Daylight Time on August 4, 2008, requests should contain the following: "QUESTIONS: 9439-09-Z-RFP". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Proposers must e-mail Michael Winterberg at mwinterberg@sandiego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

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

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

D. CLOSING DATE

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

E. LATE SUBMISSIONS

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

F. ECONOMY OF PREPARATION

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

G. TWO (2) VOLUME PROPOSALS

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

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

Proposers must submit one (1) original, and three (3) copies of the Technical Volume plus one (1) original, and three (3) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

1. Volume I - Technical Proposal

a. Executive Summary

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

b. Section II. Specifications

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

c. Additional Submittals/Forms

(1) Consultant's Statement of References (as specified in Section II, Paragraph D; use form on page 33).

(2) Consultant's Statement of Subcontractors (as specified in Section II, Paragraph D, item 14; use form on page 34).

(3) Contractor Standards Questionnaire (as specified in Section VI, Paragraph O; use form on pages 38-42).

2. Volume II - Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume. Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

a. Completion and Signing of the RFP Cover Page

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

b. Price Proposal Page

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

c. Additional Price Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section V, paragraph L (use form on page 35).
- (2) Vendor Registration Form (use form on pages 36-37).
- (3) Contractor Certification Regarding Drug-Free Workplace Compliance (use form on pages 43-45).
- (4) Work Force Report (as specified in Attachment B; use form on pages 56-57).
- (5) Subcontractors list (if applicable, as specified in Attachment B; use form on pages 58).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Upon provisional award, the selected Consultant(s) will be required to provide additional submittals as referenced below. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive. Required submittals include:

1. Insurance requirements as specified in Section VI, paragraph D, if not currently on file.
2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.
3. Business Tax License as specified in Section VI, paragraph N, if not currently on file.

I. EVALUATION COMMITTEES

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

J. ACCEPTABILITY OF PROPOSALS

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

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

K. TECHNICAL EVALUATION

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

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

1. Qualifications and Experience
2. Executive Summary and Specifications;
3. Past performance as indicated by references and
4. Optional Interview and establishment of rapport with key personnel

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

L. PRICE EVALUATION

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

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section (use form on page 35). This document will be used in determining the Proposers' financial responsibility.

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

M. ORAL PRESENTATIONS (CITY'S OPTION)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is also to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

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

N. DISCUSSION/NEGOTIATION (CITY'S OPTION)

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

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

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

O. CITY'S UNILATERAL RIGHT

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

P. EVIDENCE OF RESPONSIBILITY

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

Q. BASIS OF AWARD

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

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

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

R. INCURRED EXPENSES

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

VI. SPECIFIC PROVISIONS

A. PRECLUDED PARTICIPATION

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

B. ENTIRE CONTRACT DOCUMENTS

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

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

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

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

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

D. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

1. Professional Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) 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 successful Proposer shall 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.
2. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.) per occurrence and one million dollars (\$1,000,000.) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
3. Automobile Liability coverage with limits of at least one million dollars per occurrence, combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The City, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.
4. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

The policy or policies providing liability shall be primary and non-contributory to any insurance that may be carried by the City of San Diego, as reflected in an endorsement which shall be submitted to City.

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.) shall be disclosed to and acceptable to the City.

E. GENERAL PROVISIONS

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

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

F. EXCEPTIONS

If a Consultant takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

G. INDEPENDENT CONTRACTOR

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

H. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the Purchasing & Contracting Department.

I. DELAYS AND EXTENSIONS OF TIME

1. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

J. SUSPENSION OF WORK

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

K. QUALITY ASSURANCE MEETINGS

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

L. INSPECTION. ACCEPTANCE. AND PAYMENT

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

M. POST AWARD KICK-OFF MEETING

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

N. BUSINESS TAX LICENSE

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

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

O. CONTRACTOR STANDARDS CLAUSE

This proposal is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32, adopted by Ordinance No. O-1 9383. All Consultants are required to complete and return with the proposal the Contractor Standards Questionnaire included with this Request for Proposal (use form on pages 38-42). The Contractor Standards rules and regulations are available at www.sandiego.gov/purchasing or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

P. EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

The City's Equal Opportunity Contracting Program (EOCP) requirements are incorporated into this RFP and any resulting Contract (refer to Attachment B).

PROPOSER'S STATEMENT OF REFERENCES

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

REFERENCES

Company Name:	Contact Name:
Address:	Phone Number:
	Fax Number:
<hr/>	
Dollar Value of Contract: \$ _	Contract Dates:
Requirements of Contract:	
<hr/>	

Company Name:	Contact Name:
Address:	Phone Number:
	Fax Number: _
Dollar Value of Contract: \$ _	Contract Dates:
Requirements of Contract:	
<hr/>	

Company Name:	Contact Name:
Address:	Phone Number:
	Fax Number: _
Dollar Value of Contract:	Contract Dates:
Requirements of Contract:	
<hr/>	

PROPOSER'S STATEMENT OF SUBCONTRACTORS

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

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

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

Requirements of contract: _____

What portion of work will be assigned to this subcontractor:

Company Name: _____ **Contact Name:**

Address: _____ **Phone Number:**

_____ **Fax Number:**

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

Requirements of contract: _____

What portion of work will be assigned to this subcontractor:

Company Name: _____ **Contact Name:**

Address: _____ **Phone Number:**

^ _____ **Fax Number:**

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

Requirements of contract: _____

What portion of work will be assigned to this subcontractor:

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

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

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

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

Dated: _____ Signature: _____



**City of San Diego Purchasing
& Contracting Department
Contractor A'endor Registration Form**

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

("vendofID:

[ID Number will be provided by City]

Firm Info:

Firm Name: Firm

Address: CHy:

Phone: Taxpayer

ID: Website

Contact Info:

Contact Name:

Title: Email:

Phone:

		State:	Zip:
	Fax:		
	Business L	icense:	
1			

Cell:

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

Mailing Address:

City.

f~

State:

Zip:

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

1	State: I	Zip:
DCS (if applicable)		
1	License Type:	1
	License Type:	
1	License Type:	i

Mailing Address:

City:

Contractor Lta

License Number:

License Number:

License Number:

Contractor/Vendor Registration Form - Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

"fad lilt of available NAICS Codes at <http://www.ctniius.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

Ownership Classification

Classification:

*** select from the following List at (wii«-*lp CIMiiBeatlon Codw:**

- MBtV African American (Minority Business Enterprise/African American)
- MBE/Asian (Minority Business Enterprise/Asian) (Minority Business Enterprise/Hispanic I) (Minority Business Enterprise/Native American) (Minority Business Enterprise/Pacific Islander) (Women Business Enterprise) (Disadvantaged Business Enterprise) (Disabled Veteran Business Enterprise) (Other Business Enterprise)
- MBE/Hi spank
- MBE/Nalrve American
- MBE/PacifW Islander
- WBE
- DBE
- DVBE
- QBE

Certified by an Agency? D No D Yes (enter Certification Number and Certifying Agency

below) Certification #:

Agency:

Certification #:

Agency:

Information regarding • voidoi!> racial or gender •wnerchlp tUKnt wll not »» and us • betor in thf CHy's «<>l>rtinn pr*cax far any nmU «n.

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

or fax to: 619 236-3904

Purchasing & Contracting Dept. • City of San Diego

CONTRACTOR STANDARDS
Questionnaire

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. 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, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records 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 questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A "* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire 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?
D Yes D No

If Yes, use *Questionnaire 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?
D Yes n No

If Yes, use *Questionnaire 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 *Questionnaire Attachment "A "* if more space is required.

O Corporation Date incorporated: ___/___/___ State of incorporation: ___

List corporation's current officers:

President: _____
Vice President: _____
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 Questionnaire* for a Joint Venture's submission to be considered responsive

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

If Yes, use *Questionnaire Attachment "A "* to explain specific circumstances.

F. PERFORMANCE HISTORY:

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

If Yes, use *Questionnaire Attachment "A "* to explain specific circumstances.

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

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

G. COMPLIANCE:

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

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

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

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

**Purchasing & Contracting Dept. • City of San
Diego CONTRACTOR STANDARDS**
Questionnaire Attachment "A"

Provide additional information in space below. Use additional *Questionnaire 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 Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A "* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

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

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

PROPOSAL NUMBER:

PROJECT TITLE:

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

(Name under which business is conducted)

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

SIGNED:

PRINTED NAME:

TITLE: _____

COMPANY NAME:

ADDRESS:

TELEPHONE: _____ FAX:

DATE:

ATTACHMENT A

MEMORANDUM OF AGREEMENT

Parties

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

Recitals

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

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

THEREFORE, the Parties agree to the following:

Agreement

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date:

Date:

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

MICHAEL J. AGUIRRE, City Attorney

By: _____

ATTACHMENT B

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
CONSULTANT REQUIREMENTS**

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I. City's Equal Opportunity Commitment. The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Consultants doing business with the City. The City encourages its Consultants to share this commitment. Prime Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

II. Nondiscrimination in Contracting Ordinance. All Consultants and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant 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 Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

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

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

7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;
14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and

18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Consultant association, Consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

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

A. Subcontractor Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subcontractor Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (QBE) level.
2. While attainment of the 15% Subcontractor Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

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

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

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

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.

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

VI. List of Subcontractors. Consultants are required to submit a *Subcontractor List* with their proposal.

- A. **Subcontractors List.** The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor.
1. Subcontractors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

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

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

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

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

VIII. Certification.

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
 2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
 3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.
- B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

IX. List of Attachments.

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

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____

DATE: _____

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

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

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

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

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

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

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

NON-PROFIT ORGANIZATIONS ONLY:														
BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____
CONTRACT AMOUNT:

PRIME CONTRACTOR: _____
INVOICE PERIOD:

DATE:

Include Additional Services Not-to-Exceed Amount

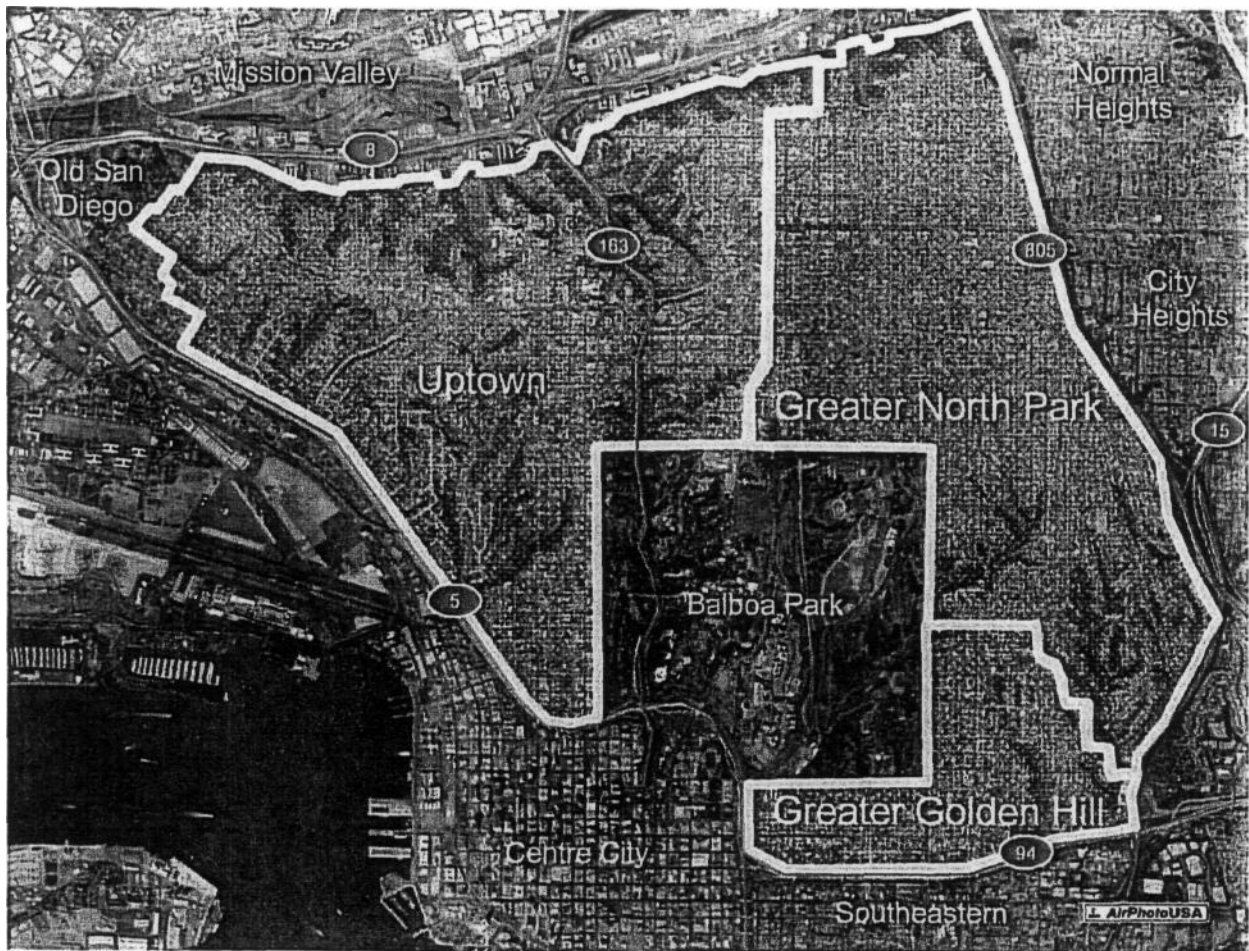
Subcontractor	Indicate MBE, WBE, DBE, DVBE or QBE	Current Period Dollar Amount	% of Contract	Paid to Date Dollar Amount	% of Contract	Original Commitment Dollar % of Amount Contract
---------------	---	------------------------------------	------------------	----------------------------------	------------------	--

Prime Contractor Total:

Contract Total:

Completed by:

Exhibit 1: Uptown, Greater North Park, and Greater Golden Hill Community Planning Areas



Equal Opportunity Contracting [05/02]

Exhibit 2: North Park Redevelopment Project Area Map

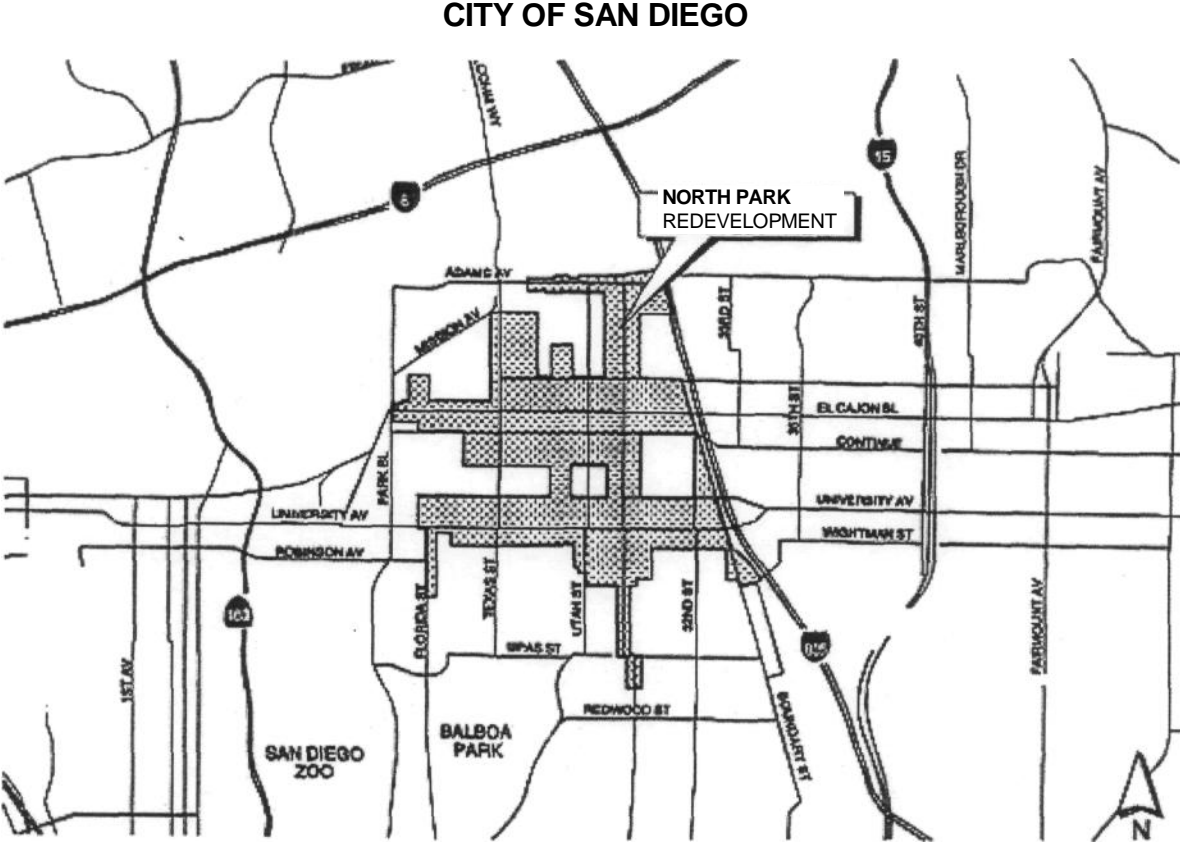
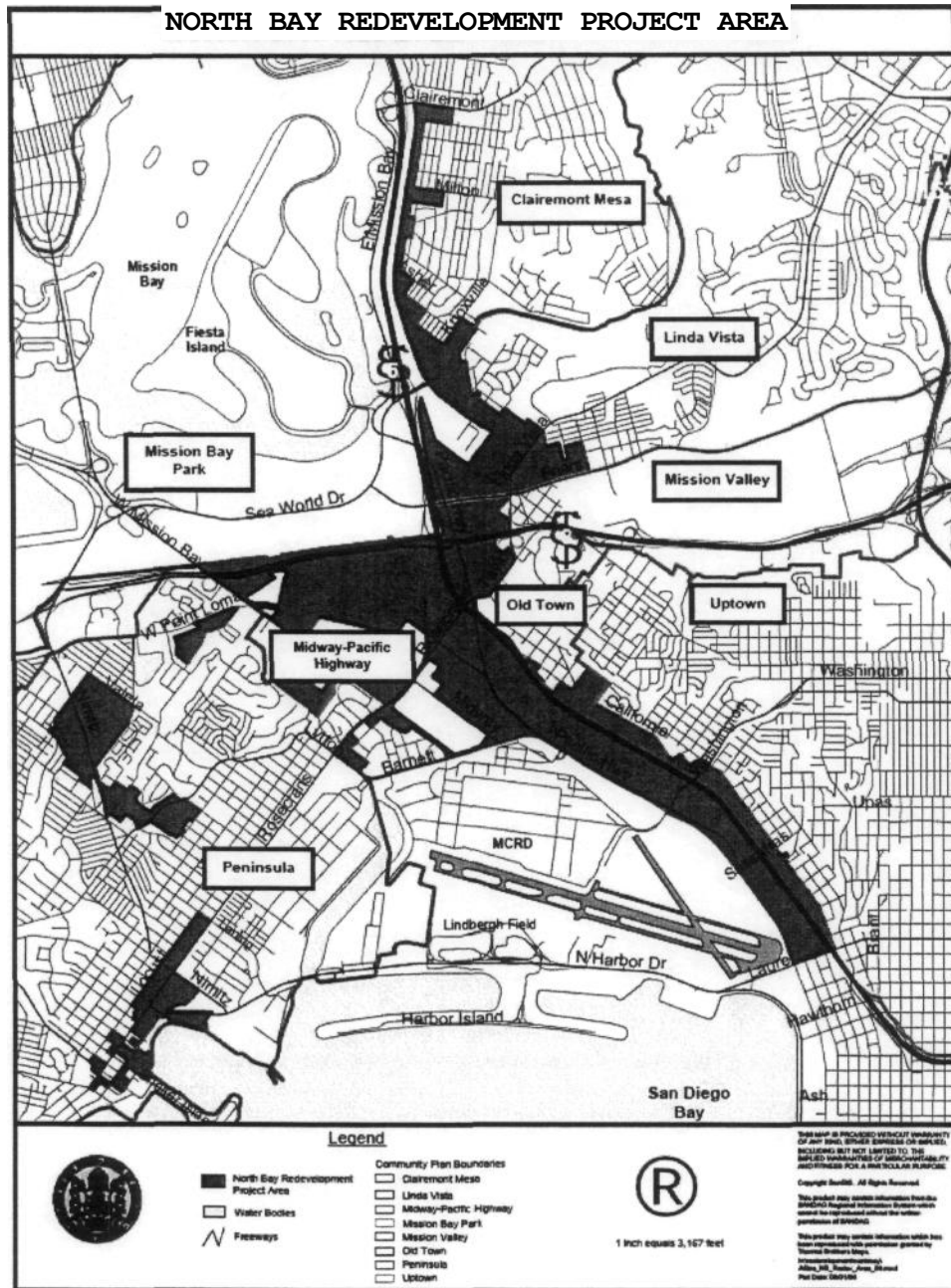


Exhibit 3: North Bay Redevelopment Project Area Map



**APPENDIX A UPTOWN, GREATER NORTH PARK, AND
GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS**

LEAD = L

COLLABORATE = C

REVIEW = R

	Project Management and Administration Tasks	Urban Design Consultant Responsibilities	Public Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
1	Coordinate and Produce Community Plan Update Work Product	C	C	C	C	C	C	L/R
2	Maintain Project Schedule and Consultant Budget	C	C	C	C	C	C	L/R
3	Manage Consultant Contracts							L
4	Prepare Meeting Agendas and Minutes	C	L	C	C			C/R
5	Develop Monthly Progress Memos		L					R
6	Provide Quality Control of Community Plan Update Documents	L		L	L	L	L	C/R

APPENDIX A UPTOWN, GREATER NORTH PARK, AND

GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS

LEAD = L

COLLABORATE = C

REVIEW =

1	Community Outreach and Participation Tasks	Urban Design Consultant Responsibilities	Public Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
7	Develop and Maintain Community Plan Update Website and Newsletter		L					C/R
8	Attend Public Meetings	C	C	C	C	C	C	L/C
9	Meeting Facilitation		L					C/R
1	RR							L, T, R, C
10	Prepare Community Plan Update Elements and Three (3) Alternative Land Use Concept Plans	L	C	C	C	C	C	C/R

APPENDIX A UPTOWN, GREATER NORTH PARK, AND

GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS

LEAD = L

COLLABORATE = C

REVIEW =

	Community Plan Update Tasks	Urban Design Consultant Responsibilities	Community Plan Update Consultant Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
11	Formulate historic context statement and conduct reconnaissance survey							C/R
12	Prepare Economic and Fiscal Analysis							C/R
13	Coordinate Results of Economic and Fiscal Analysis into Land Use Scenarios						C/R	C/R

APPENDIX A UPTOWN, GREATER NORTH PARK, AND GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS

LEAD = L

COLLABORATE = C

REVIEW =

	Community Plan Update Tasks	Urban Design Consultant Responsibilities	Public Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
14	Create Urban Form Analysis and Massing Studies							C/R
15	Prepare and facilitate a Series of Five (5) Community Workshops with the First Workshop Structured as a Four to Six Day Intense Charette		L/C					C/R
16	Prepare Visual Preference Survey					C/R		C/R

**APPENDIX A UPTOWN, GREATER NORTH PARK, AND
GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS**

LEAD = L

COLLABORATE = C

REVIEW =

17	Community Plan Update Tasks J^HK...I :	Urban Design Consultant Responsibilities	Public Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
	Prepare Public Facilities & Parks System Strategy including Phasing and Financing Plan		C			C/R	C	L/R
18	Prepare Mobility Analysis and Traffic Study		C	L		C/R		C/R
19	Prepare 1 st Draft Community Plan Update Document	C		C	C	C/R	C/R	L/R
20	Prepare 2 nd Draft Community Plan Update Document	C		C	C	C/R	C/R	L/R

APPENDIX A UPTOWN, GREATER NORTH PARK, AND

GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS

LEAD = L

COLLABORATE = C

REVIEW =

	Community Plan Update Tasks	Urban Design Consultant Responsibilities	Public : Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
21	Prepare 3 rd Draft Community Plan Update Plan Document	C		C	C	C/R	C/R	L/R
22	Prepare Final Draft Community Plan Update Document	C		C	C	C/R	C/R	L/R
	Zoning Program Tasks				M			r
23	Prepare Rezoning Program to Implement the Community Plan Update	C	C					L/R
24	Attend Workshop on Zoning Program	C	C					L
25	Test New City-wide Zoning	C						L/R

APPENDIX A

UPTOWN, GREATER NORTH PARK, AND GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS

LEAD = L

COLLABORATE = C

REVIEW =

	Other Tasks	Urban Design Consultant Responsibilities	Public Facilitator Responsibilities	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
26	Develop Public Facilities Financing Plan		C	HM	ft	C/R	C/R	L
27	Attend Planning Commission, City Council, Workshops and Hearings	C		C	C	C	C	L
28	Create Environmental Impact Report and studies required under CEQA			C	C	L	C	C/R
29	Provide Mapping Services which includes the development of GIS data and hard copy and digital maps.	L						C/R

**APPENDIX A UPTOWN, GREATER NORTH PARK, AND
GREATER GOLDEN HILL COMMUNITY PLAN UPDATE TASKS**

LEAD = L

COLLABORATE = C

REVIEW =

	Other Tasks	Urban Design Consultant Responsibilities	Public Facilitat Responsil	Transportation Consultant	Historic Resources Consultant	EIR Consultant Responsibilities	Economic & Fiscal Analysis Consultant Responsibilities	City Staff
30								
	Publication of Materials and Documents							L/R