

ORIGINAL

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089850-22-B, Clean San Diego Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089850-22-B, Clean San Diego Services (Contractor).

**RECITALS**

On or about 1/28/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to perform as-needed 24/7 illegal dumping and litter removal and two shifts of transient camp abatements as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Stephen Bilecz – Program Manager  
Environmental Services Department  
9601 Ridgehaven Court, Suite 320  
San Diego, Ca 92123  
(858) 627-3316  
[SBilecz@sandiego.gov](mailto:SBilecz@sandiego.gov)

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$22,078,000. Initial             
*(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

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


5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

Urban Corps of San Diego County  
Proposer  
3127 Jefferson St  
Street Address  
San Diego  
City  
619-235-6884  
Telephone No.  
KKennedy@urbancorps.org  
E-Mail

BY:

  
Signature of  
Proposer's Authorized  
Representative  
Kyle Kennedy  
Print Name  
CEO  
Title  
3/18/22  
Date


CITY OF SAN DIEGO  
A Municipal Corporation

BY:

  
Print Name:  
Matthew Vespi, Chief Financial Officer  
Director, Purchasing & Contracting  
Department  
12/1/2022  
Date Signed

Approved as to form this 13<sup>th</sup> day of  
December, 2022.  
MARA W. ELLIOTT, City Attorney

BY:

  
Deputy City Attorney

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.13** Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

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



6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. **Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. **Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. **Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

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

### **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

#### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.



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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>20</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
<b>B. Staffing Plan.</b>	<b>20</b>
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>40</b>
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Specific experience on Multi-Protocol Label Switching (MPLS) networks	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
<b>D. Price.</b>	<b>20</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an

accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Bond.** A bond as described in Exhibit B.

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## EXHIBIT B SCOPE OF WORK

**A. OVERVIEW.** The City of San Diego (City) Environmental Services Department (Department) is seeking proposals from experienced and qualified entities to provide Clean San Diego Services citywide. The City is seeking a Contractor to provide the following: (1) as-needed services twenty-four (24) hours, seven (7) days a week for the removal of trash, debris, and weeds within public rights-of-way including, but not limited to, streets, sidewalks, parkways, and alleys, and from City property including open space areas, canyons, rivers, waterways, channels, and other City facilities or property; (2) general waste removal and sweeping services from City-owned or Department-operated facilities; (3) brush management in open space areas, public right of way, waterways, canyons, and channels; (4) removal of waste from curbside during community cleanup events; and (5) services for waste removal associated with illegal homeless encampments as further described in the following Scope of Services (Services). The contractor must be experienced with waste handling and removal, familiar with the City's geographical areas, and have the proper equipment and trained personnel necessary to provide the required Services to complement the work performed by City forces. The contractor may be required to work with multiple City departments.

### **B. SCOPE OF SERVICES**

This section describes the services required in the contract awarded through this RFP.

#### **1.0 FIELD OPERATIONS**

Upon the verbal or written request of the Department, the Contractor shall supply work crews to perform twenty-four (24) hours, seven (7) days a week as-needed work which includes, but is not limited to, cleaning/removing trash and debris, weed abatement along roadways and other public rights-of-way and alleys, general clean up and sweeping services for facilities owned by the City or those operated by the Department. The Contractor shall be available to perform waste removal associated with illegal homeless encampments between the hours of 6:00 AM – 9:00 PM, seven days per week. Contractor work crews shall also perform miscellaneous, special projects such as community clean-ups throughout the City.

The City shall provide the Contractor with trash bags and litter pickup sticks. The Contractor shall be responsible for providing hand tools including square shovels, round shovels, hammers, and screwdrivers. The Contractor shall also provide, at a minimum, power equipment (chainsaws, weed whips, and blowers), and materials and supplies necessary to operate the power equipment (fuel, weed whip line, oil, and chainsaw blades). The Contractor shall also provide transportation for the work crew and utility vehicles necessary to complete the Services (including, but not limited, to trash compactors, stake beds, crew trucks, safety equipment, and other necessary vehicles). The City will allow Contractor to utilize equivalent vehicles to a stake bed truck and pickup truck. Contractor must demonstrate how it deems "equivalent" vehicle(s) safe to perform the services under this RFP. For each vehicle type listed in the RFP, please identify if equivalent vehicle(s) will be proposed, and specify the type of vehicle(s), and how Contractor deems the alternative vehicle(s) to be "equivalent".

The Contractor shall be obligated to maintain and repair its own equipment. The City shall be obligated to maintain and repair City-owned equipment except when the City determines the equipment has been abused, mishandled, or neglected by the Contractor or Contractor's crew member(s). The contractor shall be responsible to maintain or repair any City-owned equipment that has been damaged as a result of abuse, mishandling or neglect from Contractor or Contractor's work crew member(s). The Contractor shall ensure that its work crew members are equipped with proper safety attire at all times. The contractor shall further ensure that its supervisory staff and work crew member(s) are properly trained and supervised in how to safely perform the Services.

The City shall provide a Department Representative to communicate with the Contractor to designate work sites and tasks, to direct Contractor's work, and provide entry to the grounds, where necessary, for the Contractor's staff and work crews. Regular work performed by the Contractor will be performed twenty-four (24) hours a day, seven (7) days per week. Contractor will also be available to perform waste removal from illegal homeless encampments between the hours of 6:00 AM – 9:00 PM, seven (7) days per week. The hourly rate for the work crew will be the same regardless of the time of day or day of the week in which work is performed, including work performed on City recognized holidays.

The contractor shall provide to the City the proper number of supervisory staff necessary to accompany and supervise the Contractor's work crews for such tasks, and the necessary supervisory staff will be included in the size of each work crew (e.g. An 8-person crew will include 1 supervisor and 7 crew members). The Contractor shall provide direct supervision of its work crews performing the assigned tasks. The full work crew shall consist of eight (8) persons. The Contractor shall also make available different size work crews, including five (5), four (4), and two (2) person work crews depending on the needs of the City. Each of the crews mentioned above shall have at a minimum one (1) supervisor that has received the proper training to ensure personnel under her or his direction are safely and properly performing assigned tasks.

The City, at its sole discretion, may utilize technology on the Contractor's vehicles to monitor compliance with the Contract. The City will work with the contractor to identify specific equipment and/or software such as GPS to be used.

## 2.0. ROLES AND RESPONSIBILITIES

### a) Contractor's General Roles and Responsibilities:

With respect to all services provided to the Department, the Contractor will fulfill the following operational roles and responsibilities:

1. Provide as-need Citywide 24/7 litter and trash removal, weed abatement, and general clean up and sweeping services.
2. Provide waste removal associated with illegal homeless encampments from 6:00 AM – 9:00 PM, seven (7) days per week.
3. Provide miscellaneous, special projects such as community clean-ups
4. Provide hand tools including square shovels, round shovels, hammers, and screwdrivers.

5. Provide power equipment (chainsaws, weed whips, and blowers), and materials and supplies necessary to operate the power equipment (fuel, weed whip line, oil, and chainsaw blades).
6. Provide transportation for the work crew and utility vehicles necessary to complete the Services (including, but not limited to, trash compactors, stake beds, crew trucks, safety equipment, and other necessary vehicles).
7. The Contractor shall ensure that its work crew members are equipped with proper safety attire at all times. The contractor shall further ensure that its supervisory staff and work crew member(s) are properly trained and supervised in how to safely perform the Services.
8. Properly dispose of waste including, but not limited to litter, trash, and debris.
9. Provide live route coordinator with 24/7 on-call availability. There is no minimum number of hours for a call.
10. Provide as-needed services to multiple departments, coordinated through Department.
11. Provide documentation of services with before and after photos, daily log of areas serviced, amount of waste collected in tons, and summary of services for each shift.
12. Provide documentation and receipts that the Contractor properly disposed of the waste.
13. Report fire hazards.

b) Department's General Roles and Responsibilities:

1. Provide pre-identified locations to contractor to service.
2. Provide trash bags and litter pickup sticks.
3. Reimburse disposal fees upon proof of payment.

**C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Per Exhibit D.A.11:

	Registration No.	Expiration Date	Name
DIR Registration No.			

**D. PERFORMANCE BOND.** Prior to the execution of the contract, the Contractor shall furnish the City with a surety bond executed in accordance with Section 8.1 of the General Contract Terms and Provisions, revised January 16, 2020. The Bond shall be in a sum of one hundred percent (100%) of the Contract amount and guarantee Contractor's faithful performance of the contract, assure payment to contractors, subcontractors, and to persons furnishing services under the contract.

**E. ADDITIONAL INSURANCE.**

**Pollution Liability.** Pollution Legal Liability coverage with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. If the coverage is written on a "claims made" form, the Bidder/Proposer must ensure that the policy retroactive date is on or before the effective date of this agreement and that coverage is maintained or the policy has a reporting period of at least one (1) years following completion or termination of the performance and services. The City shall be named as an additional insured and coverage must be primary.

**F. DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**G. PRICING SCHEDULE.** Contractors shall submit pricing in its entirety to include in the form and format provided herein to ensure consistency in the price evaluation. Only the City's price schedule pages provided herein will be accepted. Any deviations from the Price Schedule shall be considered non-responsive. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

No other charges will be considered. Rates submitted for as-needed services shall be firm fixed. Increases may be requested in accordance with Exhibit C, City's General Contract Terms and Provisions, 3.4 Price Adjustments.

**H. PRICE PER HOUR RATES.** The per-hour labor rates and per-hour equipment use rates will be evaluated using the formula and process described in Exhibit A, Section B.1, PRICING. The total points for each of the following three (3) scenarios will be weighted based upon the following criteria. Proposers must provide pricing per-hour labors rate and per-hour equipment use rates as identified in Exhibit B.

Crew Assignment	Weighting %
5-person crew (1 supervisor, 4 employees), working 8 hours, including vehicle(s) (PROPOSER TO SPECIFY VEHICLE TYPE(S) HERE).	33.333%
2-person crew (1 supervisor, 1 employee), working 8 hours, using a stake bed truck	33.333%
2-person crew (1 supervisor, 1 employee), working 8 hours, using a pickup truck	33.333%



**I. FEE SCHEDULE FOR FIELD OPERATIONS.** The contractor shall invoice the City at the per-hour rates identified in this Agreement as demonstrated in the chart below. The contractor shall invoice the City for actual hours worked per staff per day, not including travel time to and from the site, and the hourly rate shall be the same regardless of the number of hours worked. The invoice amount will vary depending on the number of Contractor's staff assigned for particular tasks at City's request, and common crew sizes include: 8-person, a 5-person, a 4-person, or a 2-person crew.

Item No.	Employee Type	Cost per Hour
1.	Employee	\$
2.	Supervisor	\$

The contractor shall also invoice for equipment use based upon the vehicle type to be utilized by the assigned crew, as demonstrated by the chart below. The invoice amount will vary depending on the number of hours worked by a crew and shall match the hours worked by a crew, not including travel time to and from the site. The cost per hour is all-inclusive, to cover the Contractor's costs associated with the use of the vehicle and equipment.

Item No.	Vehicle Type	Cost per Hour
1.	Packer/Compactor (or equivalent vehicle)	\$
2.	Stake bed	\$
3.	Pickup Truck	\$

The contractor shall also invoice for disposal fees related to Services provided and provide proof of payment to be reimbursed.



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

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

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.



exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

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

City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

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

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## ARTICLE VII INDEMNIFICATION AND INSURANCE

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or



Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

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

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

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

seek by collusion to secure any advantage over the other bidders or proposers.

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

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

resolution and/or litigation.

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

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

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

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

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

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

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract



City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

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

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

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

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

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

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other

governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder

shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).





Urban Corps of San Diego County  
3127 Jefferson Street San Diego  
CA 92110  
[www.urbancorpssd.org](http://www.urbancorpssd.org)

**Request for Proposal Response**  
**Clean San Diego Services**  
**RFP No. 10089850-22-B**  
**City of San Diego**

## **Tab A - Submission of Information and Forms**



## Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

### A. BID/PROPOSAL/SOLICITATION TITLE:

REQUEST FOR PROPOSAL NUMBER 10089850-22-B, Clean San Diego Services

### B. BIDDER/PROPOSER INFORMATION:

Urban Corps of San Diego County

Legal Name	San Diego	DBA	
3127 Jefferson St		CA	92110
Street Address	City	State	Zip
Kyle Kennedy, CEO	(619) 235-6884	(619) 235-5425	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Kyle Kennedy	CEO
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

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

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

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

If **Yes**, use 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. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 04/25/1989 State of incorporation: CA

List corporation's current officers: President: Tracey Williams, President  
Vice Pres: Bob Benson, Vice President  
Secretary: Camille Gustafson, Secretary  
Treasurer: James Madsen, Treasurer

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If **Yes**, after what date: 04/25/1989

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  **Yes**  **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**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:

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**Joint Venture** Date formed: \_\_\_\_\_

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

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Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes       No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes       No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes       No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes       No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes       No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Mauricio Nosiglia

Address: 450 B Street, San Diego, CA 92101

Phone Number: (619) 515-7174

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2010019100 Year Issued: 2020

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Oceanside Water Utilities Department

Contact Email: jsbarhoumi@cityofsandiego.gov

Address: 300 N. Coast Hwy, Oceanside, CA 92054

Contract Date: April 21, 2021

Contract Amount: \$ 80,000.00

Requirements of Contract: Provide litter/debris abatement throughout various locations in the City of Oceanside Water Ways.

Company Name: City of San Diego Environmental Services Department

Contact Name and Phone Number: Joseph Barhoumi, Program Manager, 858-492-5088

Contact Email: jbarhoumi@sandiego.gov

Address: 9601 Ridgehaven Ct, Ste 310, San Diego, CA 92123

Contract Date: July 21, 2020

Contract Amount: \$ 500,000.00

Requirements of Contract: 24/7 days per week on-needed services at City landfill sites, including: the removal of trash, debris, & woods; the setup, removal & relocation of temporary litter control devices; for ge

Company Name: San Diego Metropolitan Transit System

Contact Name and Phone Number: Eli Belknap, Program Manager, 619-595-7039

Contact Email: eli.belknap@sdmts.com

Address: 1255 Imperial Ave, Ste 1000 San Diego, CA 92101

Contract Date: February 16, 2021

Contract Amount: \$ 337,906.80

Requirements of Contract: Provide the removal of all illegal campsites, dump sites & any litter & debris where encampments may be staged to discourage future homeless encampments.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager 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, permitting, and licensing laws?

Yes  No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the 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 determined to be non-responsible by a public entity?

Yes  No

**H. BUSINESS INTEGRITY:**

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

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

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

Yes  No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes  No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.



Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Kyle Kennedy, CEO



3/18/22

Name and Title

Signature

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kyle Kennedy, CEO

Print Name, Title



Signature

3/18/22

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

#### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report



**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**CHECK ONE BOX ONLY.**

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
5/8/2018	San Diego, CA	Employment discrimination under ADA	N (Administrative Claim)	Resolved w/o admitting fault	Monetary settlement recommendation of counsel

Contractor Name: Urban Corps of San Diego County

Certified By Kyle Kennedy Title CEO

  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Signature

Date March 18, 2022

**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

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

Name of Company: Urban Corps of San Diego County

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 3127 Jefferson St

City: San Diego County: San Diego State: CA Zip: 92110

Telephone Number: (619) 235-6884 Fax Number: (619) 235-5425

Name of Company CEO: Kyle Kennedy, CEO

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: KKennedy@UrbanCorps.org

Type of Business: Contractor Type of License: B, C-27, C-8

The Company has appointed: Yolanda Maeder

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

Address: 3127 Jefferson St, San Diego, CA 92110

Telephone Number: (619) 235-6884 Fax Number: (619) 235-5425 Email: Yolanda.Maeder@UrbanCorp

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

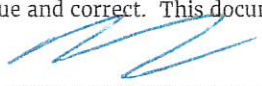
*Check the box above that applies to this WFR.*

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

I, the undersigned representative of Urban Corps of San Diego County  
(Firm Name)

San Diego County, CA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 18 day of March, 2022



(Authorized Signature)

Kyle Kennedy

(Print Authorized Signature Name)

Digitally signed by Kyle Kennedy  
Date: 2022.03.18 11:22:59 -0700'

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

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	2	2	4		1					4	1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	1	7										2		
Services														
Crafts														
Operative Workers	7	2	28	5						1	7	4		
Transportation														
Laborers*	25	9	95	65	3	2	1	1	3		14	7		

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

Totals Each Column	34	20	125	74	3	3	1	1	3	1	25	14		
--------------------	----	----	-----	----	---	---	---	---	---	---	----	----	--	--

Grand Total All Employees	304
---------------------------	-----

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

Disabled	7	1	16	2	2						2			
----------	---	---	----	---	---	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors											7	3		
Volunteers														
Artists														

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

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

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

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

**Grand Total All Employees**

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

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



## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

## Exhibit A: Work Force Report Job Categories – Administration

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

### Management & Financial

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

### Professional

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

### Architecture & Engineering, Science, Computer

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

### Technical

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

### Sales

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

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

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

### Crafts

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

**Exhibit B: Work Force Report Job Categories--Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
 Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

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

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
 Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
 Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

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

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
 Marble Setters

**Carpenters****Electricians**

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and

Steamfitters

Roofers

All other Construction Trades

Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**  
Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**  
Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**  
Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons**

**Roofers**

**Security Guards & Surveillance Officers**

**Sheet Metal Workers**

**Structural Iron and Steel Workers**

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

**Workers, Extractive Crafts, Miners**



## LIVING WAGE ORDINANCE APPLICATION FOR EXEMPTION

### COMPANY INFORMATION

Company Name: URBAN CORPS OF SAN DIEGO COUNTY

Company Address: 3127 JEFFERSON STREET SAN DIEGO CA 92110

Company Contact Name: YOLANDA MAEDER Contact Phone: 619 235 6884

### CONTRACT INFORMATION

Contract Number (if no number, state location): Start Date: 7/1/2022

Contract Title (or description): CLEAN SD End Date: 6/30/25

Purpose/Service Provided: Litter abatement

### EXEMPTION BASIS

Check one option and submit required supporting documentation.

**Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. SDMC section 22.4215 (c)(1).

Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees and listing subcontractors **AND** copy of firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C] for prior two quarters **AND** list of subcontractors **AND** copy of Purchase Agreement or Purchase Order.

**Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid covered employee. SDMC section 22.4215 (c)(2).

Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) **AND** statement of salary listing corporation's highest paid officer and lowest paid worker, both computed on an hourly basis **AND** copy of Purchase Agreement or Purchase Order.

**Collective Bargaining Agreement** specifically (in writing) supersedes the Living Wage Ordinance. SDMC section 22.4240.


Required documentation: Copy of collective bargaining agreement **OR** written confirmation from union representing employees working on the contract **AND** copy of Purchase Agreement or Purchase Order.

**Other – Cite LWO Municipal Code section:** \_\_\_\_\_

(a) Required documentation: Correspondence with explanation of basis for exemption request **AND** copy of Purchase Agreement or Purchase Order.

### CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Kyle Kennedy  
 \_\_\_\_\_  
 Name of Signatory  
  
 \_\_\_\_\_  
 Signature

Chief Executive Officer  
 \_\_\_\_\_  
 Title of Signatory  
 3/15/22  
 \_\_\_\_\_  
 Date

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption is applied for and approved.

### FOR OFFICIAL CITY USE ONLY

Not Approved – Reason: \_\_\_\_\_  
 Approved LWO Analyst: \_\_\_\_\_ Date: 3/15/22



March 14, 2022

City of San Diego  
Living Wage Program  
202 C Street MS 9A  
San Diego CA 92101

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Building Services for Facilities Management  
University of California San Diego (UCSD)

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Past President & COO  
San Diego Padres

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Board Member Ex-Officio  
Retired, Vice President Titan Corporation

Re: Urban Corps of San Diego County  
Letter to Support Application for Living Wage Exemption  
Ordinance and Section SDMC 22.4215 (b) (3)

Dear Living Wage Analyst:

The Urban Corps of San Diego County is a not-for profit business under IRS Section 501(c) (3). A copy of our IRS letter is attached as required by the Living Wage Ordinance Application for Exemption.

The Urban Corps highest paid officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee as shown below.

- Highest Paid Officer's Salary – Chief Executive Officer - \$83.17 hourly
- Lowest Paid Full-time Employee – Supervisor - \$15.50 hourly

Additionally, the Urban Corps of San Diego County is a certified local conservation corps and charter school whose mission is to provide young adults with a high school education combined with job training and community service in the fields of conservation and recycling, which assist youth in becoming more employable while protecting San Diego's natural resources and instilling the importance of community service and qualifies for the exemption as stated in Section SDMC 22.4215 (b) (3) attached.

Sincerely,

Kyle Kennedy  
Chief Executive Officer

Kyle Kennedy  
Chief Executive Officer

## Certified Local Conservation Corps & Charter School

"Learning, Earning, & Conserving"

3127 Jefferson Street, San Diego, CA 92110; Mailing Address: P.O. Box 80156, San Diego, CA 92138-0156  
Telephone: (619) 235-8884 Fax: (619) 235-5425 www.urbancorpssd.org



P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0298206070  
Jan. 24, 2013 LTR 4168C E0  
33-0352148 000000 00

00015567  
BODC: TE

URBAN CORPS OF SAN DIEGO  
PO BOX 80156  
SAN DIEGO CA 92138-0156



014551

Employer Identification Number: 33-0352148  
Person to Contact: Mrs. Turner  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 14, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1994.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/efo](http://www.irs.gov/efo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248206070  
Jan. 24, 2013 LTR 41680 ED  
88-0352148 000000 00  
00015568

URBAN CORPS OF SAN DIEGO  
PO BOX 80156  
SAN DIEGO CA 92138-0156

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Richard McKee*  
Richard McKee, Department Manager  
Accounts Management Operations

5. Provide power equipment (chainsaws, weed whips, and blowers), and materials and supplies necessary to operate the power equipment (fuel, weed whip line, oil, and chainsaw blades).
6. Provide transportation for the work crew and utility vehicles necessary to complete the Services (including, but not limited to, trash compactors, stake beds, crew trucks, safety equipment, and other necessary vehicles).
7. The Contractor shall ensure that its work crew members are equipped with proper safety attire at all times. The contractor shall further ensure that its supervisory staff and work crew member(s) are properly trained and supervised in how to safely perform the Services.
8. Properly dispose of waste including, but not limited to litter, trash, and debris.
9. Provide live route coordinator with 24/7 on-call availability. There is no minimum number of hours for a call.
10. Provide as-needed services to multiple departments, coordinated through Department.
11. Provide documentation of services with before and after photos, daily log of areas serviced, amount of waste collected in tons, and summary of services for each shift.
12. Provide documentation and receipts that the Contractor properly disposed of the waste.
13. Report fire hazards.

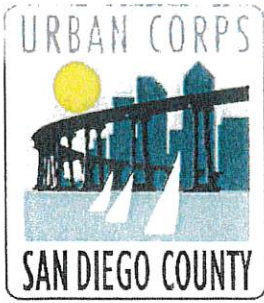
b) Department's General Roles and Responsibilities:

1. Provide pre-identified locations to contractor to service.
2. Provide trash bags and litter pickup sticks.
3. Reimburse disposal fees upon proof of payment.

**C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Per Exhibit D.A.11:

	Registration No.	Expiration Date	Name
DIR Registration No.	Not Applicable. Prevailing Wage Requirements does not apply to Urban Corps.		

**D. PERFORMANCE BOND.** Prior to the execution of the contract, the Contractor shall furnish the City with a surety bond executed in accordance with Section 8.1 of the General Contract Terms and Provisions, revised January 16, 2020. The Bond shall be in a sum of one hundred percent (100%) of the Contract amount and guarantee Contractor's faithful performance of the contract, assure payment to contractors, subcontractors, and to persons furnishing services under the contract.



Date: March 18, 2022

To: City of San Diego

Stephen Bilecz, Program Manager  
Environmental Services Department  
9601 Ridgeway Court, Suite 320  
San Diego, CA 92123

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San Diego-Imperial Counties  
Labor Council

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Board Member Ex-Officio  
Past President & COO  
San Diego Padres

**WIL WILLIAMS**  
Board Member Ex-Officio  
Retired, Vice President Titan Corporation

**Kyle Kennedy**  
Chief Executive Officer

From: Urban Corps of San Diego County  
3217 Jefferson Street  
San Diego, CA 92110  
Chief Executive Officer, Kyle Kennedy

Subject: **Request for Proposals (RFP) for Clean San Diego Services**

I, THE UNDERSIGNED AUTHORIZED OFFICER and Chief Executive Officer of the Urban Corps of San Diego County certify the following:

The Urban Corps of San Diego County is certified by the State of California Conservation Corps as a local conservation corps and qualifies under Labor Code Section 1720.4 relating to Public Works for the exemption of payment of state prevailing wage rates. Therefore, the Urban Corps is exempt from registration with the Department of Industrial Relations.

Assembly Bill No. 327 allows for this exemption through January 1, 2024.

Documentation available upon request.

Date: 3/18/22

**Kyle Kennedy**  
Chief Executive Officer  
Urban Corps of San Diego County

**Certified Local Conservation Corps & Charter School**

**"Learning, Earning, & Conserving"**

3127 Jefferson Street, San Diego, CA 92110 Mailing Address: P.O. Box 80156, San Diego, CA 92138-0156  
Telephone: (619) 235-6884 Fax: (619) 235-5425 www.urbancorpssd.org

# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**URBAN CORPS OF SAN DIEGO COUNTY**

**License Number 972059**

to engage in the business or act in the capacity of a contractor in the following classifications:

- B - GENERAL BUILDING CONTRACTOR
- C27 - LANDSCAPING
- C-8 - CONCRETE


Witness my hand and seal this day:

June 23, 2021

Issued April 12, 2012

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David De La Torre, Board Chair



David R. Fogt, Registrar of Contractors



**Tab B - Executive Summary and Responses to Specifications**





Urban Corps of San Diego County  
3127 Jefferson Street San Diego  
CA 92110  
[www.urbancorpssd.org](http://www.urbancorpssd.org)

**Request for Proposal Response**  
**Clean San Diego Services**  
**RFP No. 10089850-22-B**  
**City of San Diego**

**Urban Corps of San Diego County  
RFP Response RFP No. 10089850-22-B**

**Table of Contents**

**Tab A – Submission of Information and Forms**

- Signed Contract Signature Page
- Exemptions, if any
- Contractor's Standards Pledge of Compliance Form
- Equal Opportunity contracting forms
  - Workforce report
  - Contractor's certification of pending actions
- Living Wage Ordinance
- Licenses as required in Exhibit B
- Additional information as required in Exhibit B

**Tab B – Executive Summary and Response to specifications**

- Cover Letter
- Table of Contents
- Executive Summary
- Proposer's Response to RFP

**Tab C – Cost/Price Proposal**

**Clean San Diego RFP # 10089850-22-B**  
**Urban Corps of San Diego County Executive Summary**

**Introduction.** Urban Corps is qualified to carry out the Clean SD (24) hour, seven (7) days a week as-needed abatement services for the City of San Diego Clean San Diego contract.

**Who we are.** Urban Corps is a professional fee-for-service contractor who works directly with the community and support its students enrolled in our on-site charter high school in their pursuits of higher education, elevated quality of life, and steady employment. We do this by offering paid job experience and multi-disciplinary community services in a wrap-around employment development and education program.

Our unique mission of a work-learn curriculum allows participants, ages 18-26 to finish high school while earning a paycheck, learning real-world job skills, and giving back to the community through professional services. In addition, we provide access to mental health services, as well as career and college assistance. Essentially, the highly trained Corpsmembers, those enrolled in the program, get the opportunity to improve themselves by improving their own communities. The program is designed to encourage civic engagement, responsibility, and self-sufficiency. We prioritize quality and keep our focus trained on the mutual benefit between our partners and our participants. At Urban Corps, we believe that if the right tools are given to young people, they will step up to the plate and lead us all into a brighter future. Our employees work with a heightened sense of diligence and responsibly because this project is more than simply another work contract to them, it is a stepping-stone to a life they are working tirelessly to attain.

Founded in 1989, Urban Corps is a licensed, insured and bonded contractor providing a full array of professional services; landscape maintenance, clean-ups, graffiti, litter abatement, recycling, construction services and habitat management. As a Corps, we instill structure into our program, ensuring that all staff are well groomed, wearing uniforms, personal protective safety equipment (safety vests, gloves, eye protection, helmets, and steel-toe boots). Our seasoned staff has experience in providing professional services throughout the community throughout the County and especially in our dozens of City of San Diego contacts. Urban Corps is also experienced and knowledgeable about San Diego's natural environment.

**What we can do for you.** Urban Corps is pleased to offer The City of San Diego this proposal for the Clean San Diego proposal. Our professional, labor ready workforce is prepared to meet the immediate needs of the City of San Diego. Urban Corps brings organization and structure to every project. Urban Corps community improvement teams specialize in cleaning/removing trash and debris, weed abatement, general clean-up and sweeping services. .

**Why Urban Corps of San Diego County.** Urban Corps has significant experience in working with the City of San Diego and understands the City's policies and procedures. Our Manager and Coordinator's have proven skills in scheduling crew needs for the City resources. Urban Corps staff members are experienced with maintaining records and reports, including monthly and annual progress reports containing statistics and accomplishments. Urban Corps has experience with overseeing vendors, contractors, sub-contractors. Urban Corps has demonstrated aptitude for effective communication with stakeholders, including in-person communication with residents and businesses. Our finance department at Urban Corps consists of the Controller, Staff Accountant, Accounting Clerk and Contract Compliance Officer. Urban Corps maintains current standard operating procedures for this department to uphold a high standard of fiscal management including budgeting and preparation of accurate financial reports.

**Abatement Services throughout San Diego County.** We have provided clean up services for over 32 years. Urban Corps will bring high quality service to the City using its extensive experience in providing community improvement services, such as comprehensive knowledge of maintenance of public rights of way and public spaces.

Clean San Diego  
RFP # 10089850-22-B  
Urban Corps of San Diego County  
Response to RFP narrative

**B. Staffing Plan.**

**1. Qualifications of personnel adequate for requirement**

Urban Corps has reviewed Exhibit B and is qualified and has the ability to carry out the abatement services for the Clean San Diego program as laid out in Exhibit B. Urban Corps has proven from past contracts with the City of San Diego that it can provide enhanced services in a timely and professional manner. Two working supervisors overseeing ten to twelve laborers will execute this project. The operations manager will be responsible for, client customer service and communication, implementation of quality control measures, as well the site mapping management and tracking system.

Urban Corps has full understanding and specializes in the removal of trash, debris and weeds within City owned and/or maintained property, general waste removal, sweeping services, brush management, curbside waste removal during community cleanup events and waste removal from illegal homeless encampments. We are experienced with waste handling and removal, are familiar with City's geographical areas, and we have the proper equipment and trained personnel necessary to provide the required services. We are able to complete all scope activities in a safe, attractive, and useable condition.

This contract team includes in-office managers and coordinators, field supervisors, corpsmembers and additional in office support including contracts compliance and the overall oversight of the contract by Urban Corps leadership team.

- Kyle Kennedy – Chief Executive Officer
- Douglas Burns, Controller
- Marissa Cassani – Senior Program Director and Barrio Logan MAD Manager
- Yolanda Maeder - Contracts Compliance Officer
- Arturo Perzabal – Operations Manager
- Nallely Lopez, Coordinator
- 8 Corpsmembers and two Supervisor's
- Supervisor (Compactor Drivers): Juan Cruz, Shameeka Smith, Jorge Sanchez, Alfredo Alvarez.
- Supervisor (Stakeside Drivers): Nichols Woods; Domingo Rendon, Jean Antione, Brannon Keith.

**Kyle Kennedy- Urban Corps Chief Executive Officer**

20 Years of Management Leadership and Developing & Implementing Financial Systems

Kyle Kennedy oversees all of the Organization's operational projects and will support the Clean San Diego abatement team. Kennedy is also a CPA and CFE (Certified Fraud Examiner) with 20 years of experience developing and implementing financial systems, strategies, processes and controls that have helped companies and non-profits succeed in their mission. .

**Doug Burns**

20 years of accounting experience

Doug Burns has over 20 years of financial and accounting experience including fund accounting systems, billing and receiving invoices, produced and monitored annual budgets, managed payroll, grants and contract management, monthly and annual financial statements and overall financial management for the organization.



**Marissa Cassani- District Manager for Barrio Logan Maintenance Assessment District and Senior Program Director**

7 Years of Management of Maintenance Assessment District Experience

*(Proposed Non-working Manager for Clean San Diego abatement Team)*

Marissa Cassani is the Maintenance Assessment District Manager and Senior Program Director for Urban Corps of San Diego County. Marissa acts as a liaison to ensure open communication among all district stakeholders. As District Manager, Marissa oversees all services for the District including power washing, bulky item and litter removal, sidewalk maintenance, landscaping, graffiti removal, security services, support for homeless and vagrancy issues. She also oversees district identity improvements such as, landmark & gateway signage, community arts and cultural events; and marketing and public relations of Barrio Logan.

In 2021, Marissa became part of the Urban Corps leadership team as the Senior Program Manager. With this role, she additionally oversees all Corpmember Development team activities and Operations Department.

**Yolanda Maeder - Contracts Compliance Officer**

27 Years of Compliance Experience

Yolanda Maeder is the Contract Compliance Officer for Urban Corps of San Diego County. Ms. Maeder brings a diverse background to the contract compliance department and will support the Clean San Diego Team. Ms. Maeder is a Notary Public and Paralegal with over 27 years of experience in compliance work. She has been working at Urban Corps for over thirteen years. She works closely with clients and staff and diligently monitors all contracts to ensure reporting deadlines and deliverables are met. Ms. Maeder is a liaison between clients and the Operations Team and guarantees open communication with staff. Additionally, Ms. Maeder is responsible for employee safety and stays abreast with OSHA regulations. Ms. Maeder reviews all land management documents to ensure compliance with the agencies governing open space preserves including but not limited to, Land Management Agreements, PAR's, HMP's, Conservation Easements, and Restrictive Covenants. In addition, Yolanda is responsible for ensuring that Annual Reporting is submitted timely to all agencies.

**Arturo Perzabal, Operations Manager**

20 Years of Management Experience

Arturo Perzabal brings an array of experience managing the Urban Corps Operation Department. Arturo currently manages all scheduling for the projects including Environmental Services Department (ESD) Litter Abatement, Homeless Clean Ups, MTS Homeless Clean Ups, City Of Oceanside and City Of El Cajon Homeless Clean Ups. Arturo takes pride in being responsive to client needs and utilizing resources effectively. Arturo is familiar accounting principles and budget forecasting needs. Arturo involves himself with regular site visits and quality control of his projects. Three Coordinators assist Arturo in effectively running the Urban Corps Operations Department.

**Juan Cruz**

10 Years of Maintenance, Irrigation and Landscaping Experience

*(Proposed Supervisor for Clean San Diego Team)*

Juan Cruz is an Environmental Supervisor and Irrigation Technician for Urban Corps' Environmental Services Department. Cruz brings over 10 years of maintenance, irrigation and landscaping experience to Urban Corps. He has attained knowledge and experience in the operation and maintenance of heavy machinery, equipment, and power tools. He has experience in plant placement & growth knowledge, irrigation installation, lawn care, tree care, shrub/hedges, plant identification, weed control, and blueprint reading.

**Alfredo Alvarez**

26 Years of Managerial and Landscaping Experience

*(Proposed Supervisor for Clean San Diego Team)*

Alfredo Alvarez is an Environmental Supervisor and Irrigation Specialist for Urban Corps' Environmental Services Department. Alvarez brings over 26 years of managerial and landscaping experience to Urban Corps. Prior to working at Urban Corps Alvarez held various positions ranging from Groundskeeper for American Golf Corp., Machinist for Knight and Carver, Building Maintenance/Electrician for QUALCOMM Inc., and Customer Service/Construction Representative for Bell Acoustical. He is experienced and knowledgeable in the operation and maintenance of Overhead Cranes, Skip Loader, Backhoe, Bobcat, Forklift, and other heavy machinery, equipment, and power tools. He has experience in plant placement & growth knowledge, irrigation installation, landscape lighting, lawn care, tree care, shrub/hedges, plant identification, weed control, blueprint reading, thatching and turf aeration.

**Shameeka Smith**

6 Years of landscape and tree planting experience

*(Proposed Supervisor for Clean San Diego Team)*

Shameeka Smith is an Environmental Supervisor for Urban Corps' Environmental Services Department. Shameeka has a Class B and Commercial Driver's License and extensive experience with driving large vehicles including box trucks, compactors, stake bed and flatbed trucks. Smith has extensive hand tool experience, is CPR, saw and pesticide certified.

**Jean Antione**

5 years landscape and maintenance experience

*(Proposed Supervisor for Clean San Diego Team)*

Jean Antione came to Urban Corps after being an Urban Corps Corpsmember himself. Antoine has 5 years of landscape, maintenance, general clean up, beautification and community improvement experience at Urban Corps. Jean has a Class C Driver's License.

**Jorge Sanchez**

10 years of maintenance and landscaping experience

*(Proposed Supervisor for Clean San Diego Team)*

Jorge Sanchez has over 10 years of supervisor experience at Urban Corps as an environmental supervisor. Sanchez experience includes general community clean up, vegetation removal, general maintenance and landscaping leading youth-led Corpsmember crews.

**Brannon Keith**

4 years of conservation and maintenance experience

*(Proposed Supervisor for Clean San Diego Team)*

Brannon Keith came to Urban Corps after conservation experience with the California Conservation Corps. Brannon has extensive experience working with youth led Corpsmember crews, trail building, is boom and scissor lift certified, extensive experience with tools and hand tools and community event clean ups.

**Nicolas Woods**

3 years of maintenance experience  
(Proposed Supervisor for Clean San Diego Team)

Nicolas Woods has experience with community clean ups, clearing vegetation, weed removal and supervisorial experience.

**Domingo Rendon**

12 years of landscape and maintenance experience  
(Proposed Supervisor for Clean San Diego Team)

Domingo Rendon has over 12 years of experience with landscape, irrigation and general maintenance, ground-keeping work and in gardening.

**2. Availability/Geographical location of personnel for required tasks**

Urban Corps Headquarters is located at 3127 Jefferson St. San Diego, CA 92110. All of our daily crews leave from our Headquarters every day and return at the end of the day. Our headquarters address is in a central location and crews can easily get anywhere in the City from this location. Urban Corps has 36 supervisors available to lead crews out of this location. For this project, we have assigned specific supervisors.

**3. Clearly defined Roles/Responsibilities of personnel**

- Arturo Perzabal (Operations Manager) of the contract and main contact will ensure availability of crew resources. Crew punctuality and meeting the average litter amount expected by the City and will schedule urgently needed crews. Arturo will be available for on-call and after hour's calls. For scheduled routes received from the City or Code Enforcements, calls will go to the Urban Corps Supervisor and escalated to the Manager, if necessary.
- Urban Corps currently has 36 field crew supervisors
- Nallely Lopez (Coordinator) - As Support staff the coordinator will track tonnages, mileage sheets and attendance for weekly reports. Nallely will also coordinate any crew needs to make sure the crew is available, ready to work and has all necessary tools for each shift.
- Supervisor for this project are as follows:
  - Supervisor Compactor Drivers: Juan Cruz, Shameeka Smith, Jorge Sanchez, Alfredo Alvarez.
  - Supervisor Stakeside Drivers: Nichols Woods; Domingo Rendon, Jean Antione, Brannon Keith.
- Supervisors will be assigned to a day or night schedule if Urban is awarded this proposal. .

**4. Documentation proof for Staff who have passed/cleared any security background checks**

All Staff are required to pass a criminal felony misdemeanor background checks, the National Sex Offender Background Check and SSSN Trace at time of hire. These background checks are considered confidential and our employees sign an offer letter indicating that employment is contingent upon passing the background check.

Background checks with the Department of Justice have been completed for Steve Poppert, our Construction Manager General B C8 RME, and for Lawrence Dill, our Business Services Manager and RME for our C27 License Holder. Larry is also our Qualified Applicator.

## **C. Firm's Capability to provide the services, expertise, and Past Performance.**

### **1. Relevant experience of the Firm and subcontractors**

The scope of this project is similar or identical to much of the contracted work that Urban Corps crews do on a daily basis. Specifically our current contract of nearly 10 years with the City of San Diego's Environmental Services Department (ESD) for the Miramar Landfill and Field Operations Crews. Contracts include Operation Clean San Diego project and additional contracts with the City of Oceanside, MTS, and City of El Cajon.

#### **City of San Diego, Environmental Services Miramar Landfill**

Urban Corps provides clean up, maintenance & general labor services at the City of San Diego Landfill sites. Urban Corps provides (1) 24 hours/7 days per week as-needed services at City landfill sites. The scope of work includes but not limited to the removal of trash, debris, and weeds; the setup, removal and relocation of temporary litter control devices; for general labor assistance with small maintenance projects; to dig out tracks on bulldozers, for traffic control and for contamination removal at the Miramar Landfill Greenery. We also provide (2) 24 hours/7 days per week as-needed services for the removal of trash, debris, and weeds along roadways, public rights-of-way, and alleys; for general cleanup and sweeping services at City-owned or Department operated facilities; for transient camp abatement; for brush management in open space areas; and for community cleanups.

#### **City of Oceanside Debris Removal**

Urban Corps provides litter/debris abatement throughout various locations in the City of Oceanside Water Ways. Urban Corps will provide all tools and supplies for the cleanup efforts. All trash and debris collected will be disposed of by the Urban Corps at the Miramar landfill and copies of the weight tickets are provided to the City of Oceanside. Trash and litter issue are reported and the Urban Corps responds within 2-days from reported date. The City of Oceanside provides detailed site information and access instructions for each report.

#### **MTS – Homeless Encampment Removal**

Urban Corps provides on call services for the removal of all illegal campsites, dumpsites and any litter and debris where encampments are staged to discourage future homeless encampments. Urban Corps works with MTS and San Diego Police Department on notifications required by local jurisdictions.

#### **City of El Cajon Debris Removal**

Urban Corps provides a crew Monday thru Friday to remove trash, mattresses, tire debris, abandoned furniture and other items as designated throughout the city limits in the City of El Cajon, CA.

Additional contracts with similar scopes include Operation Clean San Diego Additional Downtown Support for debris removal where we removed over 49 tons of debris. In February 2022, Urban Corps received a five-year contract through Caltrans District 11's Back to Work Program, valued at \$2,859,200.00, to provide highway right of way general clean up support with two crews throughout San Diego.

Urban Corps is not utilizing any subcontractors for this contract.

### **2. Previous relationship of firm and subcontractors on similar projects**

- a. Urban Corps has experience and contracts with the City of San Diego Environmental Services Department since our inception, nearly 33 years ago. Similar (current or recent) projects include the ESD Chollas Yard Clean up and maintenance project, Illegal Dumping Grant (providing de-littering services on street right of ways) and City Landfill as needed 24/7 litter abatement, just to name a



rew. The City of San Diego is one of Urban Corps' largest partners in fee-for-service and grant funded contracts. Urban Corps relationship with the City of San Diego's Environmental Services Department to complete abatement activities with Public Utilities and Economic Department. Several environmental crews are sent on City of San Diego clean up events or activities every year.

3. **Specific experience on Multi-Protocol Label Switching (MPLS) networks**
  - a. Urban Corps is familiar with the routes associated with the Multi-Protocol Label Switching (MPLS) networks. Urban Corps will ensure compliance with the City of San Diego's resources.
4. **Capacity/Capability to meet The City of San Diego needs in a timely manner**
  - a. With 2 crews, of 4 Corpsmembers and 1 Supervisor each. The environmental department of Urban Corps is able to provide dedicated crews with dedicated Supervisors to this project, as needed, every day. Urban Corps currently has trained staff and will train additional Supervisors and Corpsmembers for this project to ensure compliance with the project needs. Routes will be scheduled on a weekly basis and as calls are received for hot spots, crews will be directed to respond.
5. **Reference checks**
  - a. **Please see attached reference check documentation.**

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City of Oceanside  
Code Enforcement Division Manager  
KMundt@oceasideca.org  
760-435-3955

## **Tab C - Cost/Price Proposal**

**E. ADDITIONAL INSURANCE**

**Pollution Liability.** Pollution Legal Liability coverage with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. If the coverage is written on a "claims made" form, the Bidder/Proposer must ensure that the policy retroactive date is on or before the effective date of this agreement and that coverage is maintained or the policy has a reporting period of at least one (1) years following completion or termination of the performance and services. The City shall be named as an additional insured and coverage must be primary.

**F. DEPARTMENT REPRESENTATIVE.** The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**G. PRICING SCHEDULE.** Contractors shall submit pricing in its entirety to include in the form and format provided herein to ensure consistency in the price evaluation. Only the City's price schedule pages provided herein will be accepted. Any deviations from the Price Schedule shall be considered non-responsive. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

No other charges will be considered. Rates submitted for as-needed services shall be firm fixed. Increases may be requested in accordance with Exhibit C, City's General Contract Terms and Provisions, 3.4 Price Adjustments.

**H. PRICE PER HOUR RATES.** The per-hour labor rates and per-hour equipment use rates will be evaluated using the formula and process described in Exhibit A, Section B.1, PRICING. The total points for each of the following three (3) scenarios will be weighted based upon the following criteria. Proposers must provide pricing per-hour labors rate and per-hour equipment use rates as identified in Exhibit B.

Crew Assignment	Weighting %
5-person crew (1 supervisor, 4 employees), working 8 hours, including vehicle(s) (PROPOSER TO SPECIFY VEHICLE TYPE(S) HERE). Compactor, Stake bed, or Pickup Truck	33.333%
2-person crew (1 supervisor, 1 employee), working 8 hours, using a stake bed truck	33.333%
2-person crew (1 supervisor, 1 employee), working 8 hours, using a pickup truck	33.333%

**I. FEE SCHEDULE FOR FIELD OPERATIONS.** The contractor shall invoice the City at the per-hour rates identified in this Agreement as demonstrated in the chart below. The contractor shall invoice the City for actual hours worked per staff per day, not including travel time to and from the site, and the hourly rate shall be the same regardless of the number of hours worked. The invoice amount will vary depending on the number of Contractor's staff assigned for particular tasks at City's request, and common crew sizes include: 8-person, a 5-person, a 4-person, or a 2-person crew.

Item No.	Employee Type	Cost per Hour
1.	Employee	\$ 29.00
2.	Supervisor	\$ 39.00

The contractor shall also invoice for equipment use based upon the vehicle type to be utilized by the assigned crew, as demonstrated by the chart below. The invoice amount will vary depending on the number of hours worked by a crew and shall match the hours worked by a crew, not including travel time to and from the site. The cost per hour is all-inclusive, to cover the Contractor's costs associated with the use of the vehicle and equipment.

Item No.	Vehicle Type	Cost per Hour
1.	Packer/Compactor (or equivalent vehicle)	\$ 30.00
2.	Stake bed	\$ 12.00
3.	Pickup Truck	\$ 10.00

The contractor shall also invoice for disposal fees related to Services provided and provide proof of payment to be reimbursed.

#101b  
11/01/22

(R-2023-211)

RESOLUTION NUMBER R- 314408

DATE OF FINAL PASSAGE NOV 14 2022

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING AN AGREEMENT WITH  
URBAN CORPS OF SAN DIEGO COUNTY, INC. FOR CLEAN  
SAN DIEGO SERVICES; AND RELATED ACTIONS.

WHEREAS, the City of San Diego (City) Environmental Services Department (ESD) requires services to assist with as needed illegal dumping and litter removal and homeless encampment abatements (Waste Removal and Abatement Services); and

WHEREAS, the City issued Request for Proposal (RFP) Number 10089850-22-B, Clean San Diego Services, on or around January 28, 2022, for Waste Removal and Abatement Services; and

WHEREAS, after reviewing the proposals submitted by five responsive bidders, ESD determined that the proposal submitted by Urban Corps of San Diego County, Inc. (Contractor) provided the best value to the City for Waste Removal and Abatement Services; and

WHEREAS, the City and Contractor desire to enter into an agreement for Contractor to provide Waste Removal and Abatement Services for a period of five (5) years and total compensation not to exceed \$22,078,000.00; and

WHEREAS, on October 13, 2022, the Environment Committee recommended approval of this item; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to approve and execute, for and on behalf of the City, an agreement with Urban Corps of San Diego County, Inc. for Clean San Diego Services in an amount not to exceed \$22,078,000.00, to provide Waste Removal and Abatement Services for a period of five (5) years, under the terms and conditions of the agreement on file in the Office of the City Clerk as Document No. RR- 314408

2. That the Chief Financial Officer is authorized to expend a cumulative amount not to exceed \$22,078,000.00 from the General Fund, Fund 100000, Clean SD, Business Division 211514, over the term of the agreement for the purposes of funding the agreement with Urban Corps of San Diego County, Inc. for Clean San Diego Services, contingent on the adoption of the Annual Appropriation Ordinance for the applicable fiscal years, and contingent upon the Chief Financial Officer first furnishing one or more certificates, demonstrating that the funds necessary for the expenditure are, or will be, on deposit with the City Treasury.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Nicole M. Denow  
Nicole M. Denow  
Deputy City Attorney

NMD:jdf  
10/17/2022  
Or.Dept: ESD  
Doc. No. 3117968

(R-2023-211)

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of NOV 01 2022.

ELIZABETH S. MALAND  
City Clerk

By Kristell Medina  
Deputy City Clerk

Approved: 11/10/22  
(date)

Todd Gloria  
TODD GLORIA Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA Mayor

Passed by the Council of The City of San Diego on NOV 01 2022, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage NOV 14 2022

**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Kristell Medina, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- <u>314408</u>



Passed by the Council of The City of San Diego on November 01, 2022, by the following vote:

**YEAS:** CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON WILPERT,  
CATE, CAMPILLO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** LACAVA, MORENO.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of  
RESOLUTION NO. R-314408 approved on November 01, 2022. The date of final  
passage is November 14, 2022.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy