

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090022-23-V, State
Legislative & Executive Branch Consulting 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) # 10090022-23-V, State Legislative & Executive Branch Consulting Services (Contractor).

RECITALS

On or about 3/6/2023, 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 provide state legislative and executive branch consulting services 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 Government Affairs Department, under the direction of the Office of the Mayor is the Contract Administrator for this Contract. Contractor shall provide the Services under the direction of a designated representative of the Commission as follows:

Adrian Granda
Director of Government Affairs
202 C Street, 11th Floor
San Diego, CA 92101
619-236-6330
ADGranda@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. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. 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 \$840,000.00.

Contractor must immediately inform the City when the cumulative value of work done under this Contract exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Contract may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

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 of Award; 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 1st 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:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th 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.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

PLATINUM ADVISORS
Proposer

BY:


1215 K STREET, #1150
Street Address

Print Name:

SACRAMENTO, CA 95814
City

Claudia Abarca


Director, Purchasing & Contracting Department

916 · 215 · 3621
Telephone No.

Jul 3, 2023

Date Signed

NTG@PLATINUMADVISORS.COM
E-Mail

BY: 
Signature of
Proposer's Authorized
Representative

Approved as to form this 6th day of
July, 2023.
MARA W. ELLIOTT, City Attorney

NICK GARCIA
Print Name

Hilda Mendoza
BY: Hilda Mendoza (Jul 6, 2023 12:32 PDT)
Deputy City Attorney

ADVISOR
Title

APRIL 11, 2023
Date

**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 Reserved.

2.6 Reserved.

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 complete and detailed cost proposal, inclusive of indirect costs, to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services. 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 Scope of Work, 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:

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

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
A. Responsiveness to the RFP.	25
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Creativity of proposed project approach 4. Clarity and brevity of the response. 	
B. Staffing Plan.	20
<ul style="list-style-type: none"> 1. Qualifications of personnel adequate for requirement 2. Provision for the required disciplines 3. Clearly defined Roles/Responsibilities of key personnel 	
C. Proposer's Capability to provide the services and expertise and Past Performance.	45
<ul style="list-style-type: none"> 1. Relevant experience of the Proposer and subcontractors 2. Previous relationship of Proposer and subcontractors on similar projects 3. Background of the Proposer and subcontractors including qualifications 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 	
D. Cost.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*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.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

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 OF AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Award 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. Reserved.

5. Reserved.

6. Consultant Award Tracking Form.

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. BACKGROUND

The City of San Diego (City) contracts with government relations professionals to ensure that the City maintains a high level of effective advocacy before the Executive and Legislative Branches of the State government. The Contractor shall work under the policy direction of the Mayor and be administratively responsible to the Mayor's designee. The Contractor shall be required to work with multiple City departments as deemed necessary to implement the City's agenda.

This Request for Proposal (RFP) is being issued in order to solicit proposals from qualified Proposers to provide State Legislative and Executive Branch Consulting Services and Representation, with particular emphasis on advancing policy priorities through legislation and direct advocacy with State officials and funding opportunities, including budget priorities and State grants, for the City.

Interested parties who have successfully demonstrated an ability to perform Consulting work for a city or public agency of similar size and have a proven record of success in securing funding and achieving legislative objectives are invited to submit a response to this RFP.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor to provide State Legislative and Executive Branch Consulting Services and Representation, which represents best overall value to the City meeting the specifications and requirements of this RFP.

C. SCOPE OF WORK

The principal responsibility of the Contractor shall be advancing legislation and achieving State funding and other legislative priorities for the City, including advocating before legislative and regulatory decision-makers on behalf of the City. This shall include, but not be limited to, direct advocacy with State officials, legislators, and their staff to advance legislation and proactively pursue opportunities to strengthen the City of San Diego on its policy priorities.

D. CORE REQUIREMENTS AND DELIVERABLES

The principal responsibility of the Contractor shall be advancing legislation and achieving State funding and other legislative priorities for the City, including advocating before legislative and regulatory decision-makers on behalf of the City.

1. Work Plan. In cooperation with the Office of the Mayor and other appropriate City departments, the Contractor shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:
 - a. Appropriations, Grants and Other Funding Opportunities;

- b. Community and Economic Development;
 - c. Bi-National Issues, International Issues, and Foreign Trade;
 - d. Municipal Revenues and Operations;
 - e. Affordable Housing, Neighborhood Services, and Homelessness;
 - f. Infrastructure and Public Works;
 - g. Public Safety and Homeland Security;
 - h. Environmental Quality, Sustainability, and Stormwater; and
 - i. Water and Wastewater, including recycled water and energy management.
2. Services and Advice. In fulfillment of the work plans, the Contractor shall provide services and advice including, but not be limited to the following:
- a. Representing the City in directly interacting with the Governors Office, administration officials, and elected representatives and staff persons, State agencies, boards, commissions and legislative and regulatory bodies.
 - b. Advancing and negotiating the City's policy priorities through the legislative process by advocating directly with members and their staff, committee staff, and other decision-makers necessary to pass legislation.
 - c. Maintaining and strengthening relationships with high level Administration and legislative members and staff to provide for proactive coordination on shared priorities.
 - d. Leveraging state relationships to position the City for opportunities to partner on state initiatives and in meetings on priority policy areas.
 - e. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
 - i. Grants and other funding opportunities for proposed City projects;
 - ii. Existing and proposed State laws and regulations that affect City interests;
 - iii. Reports on, and testimony from, legislative hearings;
 - iv. The development and progress of State issues affecting specified City interests;
 - v. State agency and department regulations, guidelines, directives, and other instruments of administrative policy;

- vi. Technical reports and memoranda affecting City operations and fiscal conditions;
- f. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
- g. Coordinating with the City's Grants Administrator and grant writers in the appropriate City departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
- h. Providing monthly reports for distribution to the Council of the City of San Diego describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for State legislative and regulatory activities;
- i. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

The Contractor shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on the City's behalf must be provided to the City.

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall provide the following information to enable the City to evaluate the Proposer's qualifications and experience:

1. Ability to perform comparable work for a city or agency of similar size.
2. Proposer(s) should include their expertise in State Executive and Legislative Branch processes and issues and experience in State legislation, budgeting, appropriations, and grants.
3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account management as well as for each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables, Subsection 2. Services and Advice.
4. Provide three (3) to five (5) examples of the Proposer's experience and success in achieving funding, legislative, and regulatory objectives in each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables. The City is especially interested in examples that demonstrate the Proposer's proactive approach to securing funds for clients and the Proposer's focus on long-term, strategic thinking.

5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.
6. Provide an analysis of no more than three hundred fifty (350) words that outlines what the Proposer believes will be the key strategic opportunities for local government between July 1, 2023 and July 1, 2028 and how best to maximize those opportunities.

F. OPTIONAL CONSULTING SERVICES

Provide, at the discretion of the City, optional consulting services related to the scope of work and in accordance with this RFP. Optional consulting services may be required on an as-needed basis throughout the term of the Contract. The City and the Proposer(s) shall mutually agree on optional consulting services price according to task(s) and as specified in this Exhibit B, Section P. Pricing Schedule, Subsection 2.

G. PROPOSERS IMPLEMENTATION PLAN

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

H. REQUIRED REPORTS

Contractor shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of this Contract that may, at the City's option, result in immediate termination of the Contract

I. REGISTERED LOBBYIST

The Proposer(s) shall submit verification, if required by applicable City, State or Federal laws, that the Proposer(s) is a registered lobbyist.

J. CONFLICT OF INTEREST; REPRESENTATION OF OTHER CLIENTS

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor, and each principal thereof, will file with the City an annual Conflict of Interest Disclosure Statement (the form of which is set forth in Exhibit D to this Contract).

In order to prevent potential or perceived conflicts of interest among Proposer's personnel, the successful Proposer shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract.

1. The City recognizes and acknowledges that the Contractor presently represents clients other than the City and may, during this Contract, render services as registered lobbyists for other organizations, individuals and entities.
2. Contractor shall not, during the term of this Contract, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. Contractor further agrees that no representatives of the Contractor or any subcontractors shall, during the term of this Contract, represent any client before the Council on issues deemed by the Contract Administrator to be in conflict with the City's interests.
3. In the event that, during the term of this Contract, Contractor desires to undertake governmental advocacy on behalf of another organization or entity, the Contractor shall give the Contract Administrator written notice of such proposed employment, for the purpose of determining potential conflicts of interests. The notice shall specify the name and address of the organization or entity being represented, and the scope of work to be undertaken on their behalf. All information received by the Contract Administrator shall be treated in confidence as authorized by law, as the Contractor's trade secret, and shall be returned to the Contractor upon making a determination as to the presence or absence of a conflict.
4. If the Contract Administrator determines that a conflict exists because of the new representation under paragraph 3 above, the Contractor shall not represent the subject organization, individual, or entity with respect to those issues or interests determined by the Contract Administrator to conflict with the interests of the City, except as set forth in this paragraph 4. The Contract Administrator shall notify the Contractor of this determination within ten (10) working days from receipt of the notice from the Contractor. Contractor shall not therefore accept any such proposed representation, unless the City's consent is obtained, provided, however that such consent shall not be unreasonably withheld. In the event that the proposed representation raises a conflict as to some, but not all, issues or interests of the City, the City's written consent to the representation may be limited so as to exclude the issues presenting the conflict, and Contractor shall not thereafter represent the other party as to any issues excluded from the scope of the City's consent.
5. During the term of this Contract, the Contract Administrator may determine that a conflict exists between the Contractor's representation of the City, on the one hand, and the Contractor's representation of another previously existing client organization, entity or individual on the other hand, with respect to a particular matter. If the Contract Administrator makes this determination, the City may, in its sole discretion, (1) require Contractor to retain, at Contractor's expense, a qualified legislative representative approved by the Contract Administrator, to represent the City on the matter which is the source of the conflict, or (2) cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.
6. Pursuant to and in compliance with the City's Conflict of Interest Code for the Office of the Mayor, the Contractor shall complete and file an annual disclosure of all other clients represented by the Contractor as of the date of the disclosure statement.

K. FINANCIAL RESPONSIBILITY

1. Proposers are required to submit, with their Proposal, a Statement of Financial Responsibility (the form of which is attached as Exhibit E). This document will be used in determining the Proposer’s financial responsibility.
2. Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposer’s financial responsibility.

L. SUBSTITUTION OF PERSONNEL

Contractor is expected to ensure personnel proposed for this Contract will be available for the Contract term. In the event the Consultant wishes to substitute personnel, Contractor shall provide a proposal of personnel of equal or higher qualifications. Any substitution of personnel must be approved by the City in written form prior to the substitution to take effect. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.

In addition, the City reserves the right to conduct performance evaluations as may be needed to document Contractor’s performance. Poor performance evaluations may result in default or cancellation of the Contract. However, City reserves the right to request a substitution of personnel if performance is not satisfactory.

M. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the City as specified in this RFP during the past three (3) years. Proposers are encouraged to identify at least one current and one past client in each category identified under this Exhibit B, Section D. Core Requirements and Deliverables. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience in providing State Legislative and Executive Branch Consulting Services and Representation with particular emphasis on securing funding will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

N. ADDITIONAL INSURANCE

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

following completion or termination of the performance of professional services under this RFP.

O. TECHNICAL REPRESENTATIVE

The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

P. PRICING SCHEDULE

Proposers shall submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs of operations, including, but not limited to, office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including that of any subcontractors. No other charges will be considered.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. However, the evaluation of price will be based on pricing provided herein.

SUBSECTION 1: Pricing for Core Requirements and Deliverables as specified in Section D, Core Requirements and Deliverables

Monthly retainer \$ _____ x 60 months = \$ _____

Payment to be made in arrears for services rendered.

SUBSECTION 2: Pricing for Optional Consulting Services

Proposers shall provide pricing for optional consulting services as part of their submittal. Pricing shall be provided as an attachment. Pricing shall include firm-fixed, fully-burdened hourly labor rates for key personnel. Pricing for optional consulting services will not be evaluated as part of the assessment of points for cost pursuant to Exhibit A, Section C, 3.6 Evaluation Criteria, D. Cost.

***Refer to page 29 of the proposal documents for pricing info.**

EXHIBIT C



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

ARTICLE I 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:

Purchasing Agent
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 10th 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 (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) 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 closing of Contractor's affected performance under the Contract. After 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.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be 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.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall 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.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all 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.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all 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

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to 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

of Infringement is threatened or made before Contractor receives payment under this Contract, 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

in connection with the performance of the work hereunder and the results of that work by 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).

7.2.5.2 Primary Coverage. For any claims related to this contract, 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

and effect as required under this Contract, will be a material breach of the Contract subject to 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

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language 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.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 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

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not 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,

attending mediations, arbitrations, depositions, trials or any event related to the dispute 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

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to 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.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and 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.

PLATINUM | ADVISORS



City of San Diego

*Response to Request for Proposals for
State Legislative and Executive Branch Consulting Services and Representation
Solicitation Number: 10090022-23-V*

April 11, 2023

Contact:

Nick Garcia
Advisor
njg@platinumadvisors.com
1215 K Street, Suite 1150
Sacramento, CA 95814
(916) 443-8891

TAB A

Submission of Information and Forms

Platinum Advisors and Topp Strategies

**City of San Diego
Solicitation Number 10090022-23-V**

CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

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

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

PLATINUM ADVISORS

Contractor Name



Signature of Authorized Representative

NICK GARCIA

Printed/Typed Name

5/4/23

Date

EXHIBIT E

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

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

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

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

Dated: 5/4/23

Signature: 

City of San Diego
CONTRACTOR STANDARDS
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:

STATE LEGISLATIVE AND EXECUTIVE BRANCH CONSULTING SERVICES

B. BIDDER/PROPOSER INFORMATION:

<u>PLATINUM ADVISORS, LLC</u>			
Legal Name	<u>1215 K STREET #1150</u>	DBA	<u>SACRAMENTO CA 95814</u>
Street Address	<u>NICK GARCIA, ADVISOR</u>	City	<u>966-215-3621</u>
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.

** Directly or indirectly involved means pursuing the transaction by:

- 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.

DARIUS ANDERSON	FOUNDER
Name	Title/Position
SACRAMENTO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
DIRECTING ACTIONS FOR LOBBYING	
Interest in the transaction	

MIRA TOPP	OWNER
Name	Title/Position
SACRAMENTO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
LOBBYING FOR CITY	
Interest in the transaction	

NICK GARCIA	ADVISOR
Name	Title/Position
SACRAMENTO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
LOBBYING FOR 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	

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 (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: _____ State of incorporation: _____

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

Type of corporation: C Subchapter S

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

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

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: 1998 State of formation: CA

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

DARIUS ANDERSON
RON BURKLE

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: 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: EXCHANGE BANK

Point of Contact: FERNANDO ROMO

Address: 435 W. NAPA STREET, SONOMA CA 95476

Phone Number: 707.938.8358

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

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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.: _____ Year Issued: _____

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: GOLDEN GATE BRIDGE

Contact Name and Phone Number: DENIS MULLIGAN
Contact Email: DMULLIGAN@GOLDEN GATE.ORG
Address: GOLDEN GATE BRIDGE TOLL PLAZA, SF, CA 94129
Contract Date: 1/1/18
Contract Amount: \$72,000
Requirements of Contract: STATE LOBBYING

Company Name: LIBERTY DENTAL PLAN
Contact Name and Phone Number: JOHN CARVELLI 949-983-1393
Contact Email: JCARVELLI@LIBERTYDENTALPLAN.COM
Address: 340 COMMERCIAL, SUITE 100 IRVINE CA 92602
Contract Date: 1/1/10
Contract Amount: \$120,000
Requirements of Contract: STATE LOBBYING

Company Name: Lottery Now
Contact Name and Phone Number: RICHARD WHEELER 916-955-8721
Contact Email: RICH@Lottery-Now.com
Address: _____
Contract Date: 1/1/20
Contract Amount: \$60,000
Requirements of Contract: STATE LOBBYING

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

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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: Topp STRATEGIES
Address: 1215 K STREET, #1150 SACRAMENTO CA 95814
Contact Name: MOIRA Topp Phone: 916 930 7197 Email: MOIRA@TOPPSTRATEGIES.COM
Contractor License No.: _____ DIR Registration No.: _____
Sub-Contract Dollar Amount: \$ 108,000 (per year) \$ 540,000 (total contract term)
Scope of work subcontractor will perform: LOBBYING
Identify whether company is a subcontractor or supplier: SNB CONTRACTOR

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: _____

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

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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).

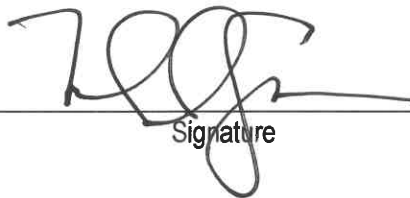
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(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.

NICK GARCIA, ADVISOR
Name and Title


Signature

4/11/2023
Date

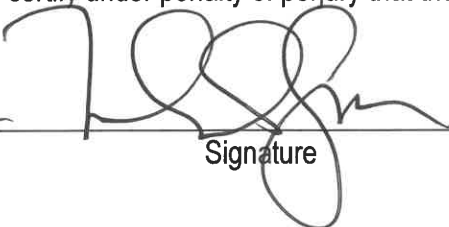
City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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.

NICK GARCIA, ADVISOR

Print Name, Title



Signature

4/11/2023

Date

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.

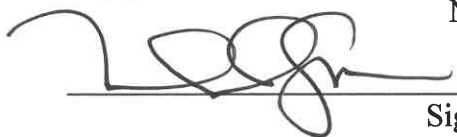
CHECK ONE BOX ONLY.

- 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

Contractor Name: PLATINUM ADVISORS

Certified By NICK GARCIA Name Title ADVISOR

 Signature Date 4/21/2023

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: PLATINUM ADVISORS, LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1215 K STREET, SUITE 1150

City: SACRAMENTO County: SACRAMENTO State: CA Zip: 95814

Telephone Number: 916 443 8891 Fax Number: _____

Name of Company CEO: DARIUS ANDERSON

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: _____

Type of Business: GOVERNMENT RELATIONS Type of License: _____

The Company has appointed: MARISOL LOPEZ

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: 1215 K STREET, SUITE 1150 SACRAMENTO, CA 95814

Telephone Number: 510-219-9227 Fax Number: _____ Email: MGL@PLATINUMADVISORS.COM

- 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 PLATINUM ADVISORS

SACRAMENTO, CALIFORNIA (Firm Name) (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 4 day of MAY, 2023

[Signature]
(Authorized Signature)

NICK GARCIA
(Print Authorized Signature Name)

NAME OF FIRM: PLATINUM ADVISORS DATE: 5/4/23

OFFICE(S) or BRANCH(ES): 1215 K STREET, SUITE 1150, SAC COUNTY: SACRAMENTO

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								3	1		
Professional			1									6	1		
A&E, Science, Computer															
Technical															
Sales															
Administrative Support				1									2		
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

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

Totals Each Column			1	2								9	4		
--------------------	--	--	---	---	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 14

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

NAME OF FIRM: _____

N/A

DATE: _____

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

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															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TAB B

Executive Summary and Responses to Specifications

Platinum Advisors and Topp Strategies

**City of San Diego
Solicitation Number 10090022-23-V**

TABLE OF CONTENTS
(2.11)

Executive Summary	5
Exhibit B, Scope of Work	7
Attachment: Pricing Submittal	28

Executive Summary (2.12)

Trusted. Time-tested. Effective. Platinum Advisors, LLC is California's premier lobbying and public affairs firm with more than 15 years of proven experience shaping some of the state's most pressing public policy issues. With offices in Sacramento, San Francisco, Sonoma and Washington, DC, our reach of influence benefits our clients and their causes.

With our partner Topp Strategies, Platinum Advisors has distinguished expertise in lobbying the California Legislature and Executive Branch on a multitude of issues – delivering results for our diverse clients. We help our clients overcome challenges and identify opportunities in today's fast-paced, ever-changing political and economic environment. We identify our clients' political and policy objectives, develop a strategy and use our unparalleled experience, access and knowledge to achieve winning solutions.

Our professional lobbying team includes registered lobbyists recruited from the California State Legislature, Governor's Office, private sector, non-profit organizations and local governments. Combined, our advocates have more than 250 years of experience in a variety of public policy and political arenas.

In 2012, we expanded our local government and public agency expertise by acquiring the lobbying firm, Suter, Wallauch, Corbett & Associates (SWCA). Integrating our two teams leverages the institutional knowledge and policy expertise in all areas of local government advocacy with a team of top-notch lobbyists who together are seasoned experts in the full range of local government policy and finance. This expertise also centers on grant identification and development, which is integral to helping our local government clients better serve their constituents.

Our access is not limited to the California Legislature, Governor's Administration, or the California Congressional Delegation. We have demonstrated success with appointees, state districts and constitutional offices. Our experience with political leaders on both sides of the aisle, as well as business leaders, creates a wide range of trustworthy relationships nationwide.

At Platinum Advisors, we depend upon solid knowledge of our clients' issues and needs, reinforced by an excellent working partnership focused on achieving their goals. We know the experience referenced above, which encompasses work for both large and small governments and municipalities, is the exact mix that the City of San Diego needs preserve local control, increase funding opportunities and find success with pressing legislative matters facing your citizens.

More importantly, our partner Moira Topp has been the trusted lobbyist for the City for more than 15 years. Mrs. Topp's long-standing leadership on some of the state's most pressing

legislative issues including economic development, water, transportation and health care makes her the perfect contract manager for this proposed engagement.

EXHIBIT B
SCOPE OF WORK
(2.13)

Proposers' Response to the RFP

D. CORE REQUIREMENTS AND DELIVERABLES

At Platinum Advisors and Topp Strategies, we pride ourselves on the work we accomplish for local governments and agencies across California. Our work has allowed us to become Sacramento's leading legislative advocate for state budget, transportation, health, economic development, environmental, and local funding issues.

The basis of our government advocacy approach is the adage that "all politics are local," which drives the firm's inclusive approach to legislative advocacy. As such, we represent local *elected* officials before state *elected* legislators and constitutional offices. Our understanding and respect for the principles of representative government at every level define the perspective from which our advocacy strategies are developed. We combine this basic approach with an assembled team of experts in policy, legislative and administrative procedures, who have long experience in the maze of politics that frame California's local and state government relationships.

Local policy decisions and the constituent needs identified by our local clients are always considered paramount by Platinum Advisors. State legislators and administrators alike recognize the value of advocacy that is rooted in the local needs of their districts, and often seek out advice from Platinum's advocates before finalizing their own legislative programs. Our client first approach aligns with your efforts to provide sustainable services to your citizens.

Given our size and the resources that we are going to provide to your account, we know understand the issues detailed in the RFP work plans and have a long history of achieving the objectives outlined in the Core Requirements and Deliverables section.

E. QUALIFICATION AND EXPERIENCE

1. Ability to perform comparable work for a city or agency of similar size.

Platinum Advisors currently provides lobbying and consulting services to various California counties, special districts and municipalities. This experience has made our firm the leader in developing winning strategies for government agencies.

Our experience in local government and budgeting runs deep. We currently represent the Alameda County Transportation Commission, Golden Gate Bridge Highway and Transportation District and Napa County Transportation and Planning Agency along with the Counties of Orange, San Bernardino, Alameda and Ventura. These clients' issues are heavily focused on local government policy issues with specializations in public safety, water, transportation and health and human services.

Many of our efforts in local government have focused on expanding investment and state funding. Our team was directly involved in the development of the 2006 ballot propositions that provided funding for local transit, transportation, housing, and infrastructure projects. Additionally, we have led efforts on the Corridor Mobility Improvement Account, State and Local Partnership Programs, design-build projects, housing density projections and local economic development programs. Our combined experience with our sub-contractor will put recognized local government experts to work on solving pressing San Diego issues.

Given our experience, we have unmatched access to the Governor's Administration, California Legislature, Coastal Commission and other state agencies. We work daily with legislators, Cabinet members, department heads and staff on many of the same local government-oriented issues facing San Diego.

We believe that adding Moira Topp as our primary subcontractor only enhances the experience we will bring to the City. Mrs. Topp has successfully led the City's Sacramento-based lobbying efforts for more than 15 years. This experience allowed her to maintain regular contact with the Governor's Administration and the Legislature about San Diego's funding and policy priorities. In addition, she developed a communications system with San Diego staff that allowed her to quickly alert the City of pending and anticipated issues in the Legislature and Executive Branch. This type of open communication will be continued should we be selected to represent your interests.

Platinum Advisors represents a variety of local agencies, which may create the potential for conflicts. Although this at times is a concern for our local agency clients, rarely—if ever—has it presented a real problem. The reality is that local jurisdictions almost always settle conflicts among themselves and seldom does the Legislature intervene to statutorily settle a conflict between them. Further with our subcontractor Topp Strategies, we believe we build a stronger firewall should any potential issues arise between any of our current clients.

2. Proposer(s) should include their expertise in State Executive and Legislative Branch processes and issues and experience in State legislation, budgeting, appropriations, and grants.

Between our two firms, the professionals dedicated to this account have extensive experience in working for the California Legislature as well as the Executive Branch – both in the Governor's Office and in state agencies. This experience provides the City of San Diego with

unparalleled knowledge of the processes of all three branches of California state government – and more importantly years of relationships to help move your issues forward.

We work daily with various state agencies and Governor’s Office to advance our clients’ needs. We understand the proper protocols of the Executive Branch and will use Cabinet and Legislative Departments of the Governor’s Office to advance your priorities. Not a day passes during the Legislative session that a member of our team is not in the State Capitol advocating the needs of our clients.

Our approach to legislation, the state budget, appropriation and grants is simple: deploy multi-pronged tracks to achieve success. Depending on the issue, our team will strategize to develop a plan for success that often includes working through specific caucuses, engaging geographic legislative delegations, deploying like-minded coalitions or partnering with other large cities with similar interests. Additionally, we keep Legislative leadership up-to-date on pressing issues that will eventually need support to advance.

Senator Toni Atkins’ leadership of the California State Senate has showed that the greater San Diego area has a champion in one of California’s most powerful political positions. We have a long-standing working relationship with the Ms. Atkins and her staff and will work with her team to focus on funding issues for specific projects identified by the City.

Additionally, we understand the value grants and matching funding bring to local governments. That’s why we dedicate a member of our team to work with a designated City employee to prioritize grant needs and then search for potential opportunities. It is also expected that in the next two years, the State of California will be in the position to offer bonds for parks and infrastructure projects. As we have done in the past, will work to influence any future bonds to include funding for San Diego specific projects.

3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account management as well as for each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables, Subsection 2. Service and Advice.

Bipartisan by design, Platinum Advisors and Topp Strategies works across political parties to achieve our clients’ goals. We have built Sacramento’s most-effective team of professionals – Democrats, Republicans and Independents – by recruiting top-notch public affairs professionals from government, non-profit organizations and corporate boardrooms. Our size means that we can be nimble or forge a full-court press when it comes to advocating for the City of San Diego.

For this agreement we propose the following staffing structure:

Moira Topp: Lead Legislative Advocate, Project Manager
Nick Garcia: Lobbyist, Issue Area Expert

We envision our work starting immediately and engaging Moira Topp to be the Lead Lobbyist for the City's Sacramento-efforts. She will work closely with the Platinum Advisors team on strategy development and implementation. Additionally, we will dedicate additional lobbyists to the City of San Diego contract –should the need arise – that Mrs. Topp will strategically use to accomplish legislative goals.

The Platinum Advisors/Topp Strategies team listed above has unparalleled relationships with the Governor's Administration as well as current and future leadership in the state's Legislature. These relationships have been developed over years of working day in and day out in the state capitol on pressing public policy issues. Additionally, our firms touch every member of the California Legislature and our professionals build unique relationships with members based on issue areas. These relationships were built over years of support – many starting prior to their election to the state Assembly or Senate.

Below you will find the biographical resumes listing each team members' title and relevant experience. We have included the proposed responsibilities for the areas identified under the work plans in items 1-9 at the end of this section by listing each issue with the team members we will dedicate to the specific issues.

Darius Anderson

Founder & CEO

Darius Anderson is the Founder and CEO of Platinum Advisors, a full-service government affairs firm that ranks in the top five of California government advocacy companies. With offices in Sacramento, Orange County and San Francisco, Platinum Advisors provides lobbying, real estate project development, procurement, public affairs and strategic consulting to corporations, governments, trade associations and non-profit groups.

Darius Anderson is a talented political strategist who also understands the hard-charging working dynamics of big business and big government. He spearheaded a series of innovative ventures and private/public partnerships in the high-tech, real estate and retail fields. Currently, a key project is the Treasure Island Development Project, a \$6 billion economic redevelopment of the former Naval Station Treasure Island located in the San Francisco Bay.

Widely recognized as one of California's most effective political strategists and fundraisers, he continues his long streak of advising many of California's highest-ranking political and business leaders. In 2010, Darius was nominated to and joined California's Political Reform Act Task Force.

Between 1993 and 1998, Darius Anderson served as Chief of Staff for The Yucaipa Companies and as Vice President of External Affairs for Ralphs Grocery Stores, Inc., a Fortune 500 company, where he worked under Ron Burkle. During that time, Darius was responsible for business development for The Yucaipa Companies, including property acquisition and development, and

for government affairs, community relations, external corporate communications and public relations for Ralphs Grocery Stores. He also served as the Executive Director for the Ralphs/Food 4 Less Foundation.

Philanthropy is important to Darius, and he is involved in a variety of charitable activities. He is the Chair of the National Advisory Council at the Institute of Governmental Studies at University of California, Berkeley. Additionally, he serves on the Board of Directors of the George Washington University Graduate School of Public Management's Council on American Politics, Jackie Robinson Foundation, and Californians Building Bridges (CBB).

Through Californians Building Bridges, Darius founded Project Havana a humanitarian project dedicated to making a difference in the lives of the Cuban people through providing grants and donations of supplies to charitable organizations that lack their own resources. For the past 10 years, Darius and CBB have led over 50 missions to Cuba.

Education and mentoring are a significant part of Darius' life. Starting in the 1990s as a political science lecturer for Gardena High School and most recently serving as a lecturer for an upper division "political leadership" course at University of California, Berkeley. Darius' access to prominent political players in California provides unique opportunities for his students to receive an in depth look into the interworking of the state's political process. Additionally, he works in conjunction with the Jack London State Park to provide a comprehensive overview of Jack London's influence on literature, culture, business, and social and political thought.

He is a passionate art collector and owns world-class collections of both baseball and Jack London memorabilia. Darius Anderson holds a Bachelor's degree in Communications from George Washington University in Washington, D.C.

Moira Topp

Subcontractor and Proposed Lead Legislative Advocate

Moira Topp has more than twenty years of legislative experience and was most recently a legislative advocate and contract lobbyist at the firm of Sloat Higgins Jensen & Associates. In that capacity, she served as the lead lobbyist to more than a dozen clients, including four municipal clients.

Prior to her seven years at SHJ&A she served as the legislative advocate for the California Chamber of Commerce in the areas of workers' compensation, environment and transportation.

From 2003-2006, Mrs. Topp served as Deputy Legislative Secretary for Governor Arnold Schwarzenegger. In her capacity in the Governor's Office, she handled workers' compensation, business, transportation, labor, and taxation issues. She was responsible for advising the Governor and developing initiatives in her policy fields and oversaw, coordinated and directed

legislative and policy strategies for the Business, Transportation and Housing Agency and Labor and Workforce Development Agency. Mrs. Topp was Governor Schwarzenegger's co-lead in negotiating multi-billion dollar workers' compensation reform and led legislative negotiations for the Governor on Bay Bridge legislation.

Mrs. Topp joined Governor Schwarzenegger's office in 2003 with extensive background in policy and fiscal matters. Prior to her work for Governor Schwarzenegger, she served as Senator Chuck Poochigian's senior consultant on workers' compensation, economic, budget and natural resource issues and served as senior consultant for the Assembly Republican Fiscal Office. Previous to her position in the Assembly, she served as Governor Wilson's Assistant Secretary for Legislation in his Trade and Commerce Agency. She graduated from the University of California at Davis with a Bachelor's degree in Political Science and Economics.

Nick Garcia
Advisor

During his career, Nick has garnered significant public affairs experience executing multi-faceted government relations and communications strategies for elected officials and Fortune 50 corporations. His experience navigating tough, often technical issues and repackaging them into easy to understand strategies has equaled success for his clients. At Platinum Advisors, Nick helps direct winning legislative strategies for clients with a particular focus on developing strong coalitions and engaging key stakeholders to positively affect legislative matters.

Prior to joining Platinum Advisors, Nick served as managing director of Miller Public Affairs Group where he worked with private companies and non-profit organizations to enhance grassroots development and media relations. His work involved integrating with government relations teams to drive support for particular issues before the California Legislature and Executive Branch.

Nick also served as regional director of government affairs and business development for lottery giant GTECH Corporation. In this position he directed government affairs consultants in eight western states, helping the company grow market-share and extend existing state contracts using public affairs tactics that melded direct advocacy with robust outreach plans.

Nick helped lead and navigate former-Lieutenant Governor Abel Maldonado's drawn-out confirmation process through the California Legislature. Nick built an unprecedented coalition of support from differing political spectrums and leveraged Capitol media to help drive the debate. While Maldonado served in the Senate, Nick was his legislative director and chief of staff.

Previously, he directed corporate communications for Blue Cross of California and WellPoint – the state's largest health care insurer. At Blue Cross Nick worked as a crisis communications leader, pulling together rapid response teams from different business units to deal with

pressing issues that aligned with company objectives often providing on-the-record responses to highly regarded outlets such as the *Wall Street Journal*, *Los Angeles Times*, *San Francisco Chronicle* and *MSNBC*.

Nick's foray into politics was as a campaign aide during the historic recall election that swept Governor Arnold Schwarzenegger into office. During the Schwarzenegger Administration, Nick traveled to dozens of states as well as Austria, Hong Kong and China leading event planning and coordination for the Governor and First Lady.

Danny Offer

Legislative Analyst

Mr. Offer serves as legislative analyst at Platinum Advisors. His administrative skill ensures that Platinum lobbyists keep to hectic legislative schedules and are equipped with up-to-date bill information. He organizes conferences and conference calls, schedules dizzying series of legislative delegation meetings and arranges appointments with the governor's staff, agency secretaries, department directors and everybody in between. He drafts and delivers position letters to committees and legislators, and directs traffic for committee testimony. Clients depend upon him for quick updates on bill status and distribution of newly introduced or amended legislation.

Below are the work plan areas identified under Section IV, paragraph A, items 1-9. We have listed each of the Core Requirements and the proposed team members who will work on the issue areas:

1. Bond allocations, grants and other funding opportunities
 - a. Moira Topp, Nick Garcia
2. Community and Economic Development
 - a. Moira Topp, Nick Garcia
3. Bi-national issues;
 - a. Nick Garcia
4. Municipal Revenues and Operations
 - a. Moira Topp, Nick Garcia
5. Affordable Housing, Neighborhood Services, and Homelessness;
 - a. Moira Topp, Nick Garcia
6. Infrastructure and Public Works
 - a. Moira Topp

7. Public Safety and Homeland Security
 - a. Moira Topp, Nick Garcia
 8. Stormwater
 - a. Moira Topp
 9. Water and Wastewater, including recycled water and energy management
 - a. Moira Topp
4. **Provide three (3) to five (5) examples of the Proposer’s experience and success in achieving funding, legislative, and regulatory objectives in each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables. The City is especially interested in examples that demonstrate the Proposer’s proactive approach to securing funds for clients and the Proposer’s focus on long-term, strategic thinking.**

Given the size of our firm, we service a variety of clients in both the public and private sector. Our success is demonstrated by our long-term relationships with our clients.

For all of our clients we develop a comprehensive plan that melds legislative outreach with protecting their ultimate interests in state government. Below we have outlined examples of our work by issue area defined by the City’s work plans:

A. Appropriations, Grants and Other Funding Opportunities

- i. As the City of San Diego’s most significant water infrastructure project of this decade, the Platinum Advisors/Topp Strategies team has continually sought funding opportunities and strategies. In 2018, the team helped secure a direct Prop 68 allocation of \$30 million. In 2021, the team helped secure a direct \$50 million allocation for Pure Water. Not only was it important to secure the allocations in the Budget Acts, but the Platinum Advisors/Topp Strategies team also pursued strategic tactics, leveraging relationships and legislative strength, throughout the funding period to ensure the funds were provided by the State Water Resources Control Board to the City as promised.
- ii. In the Spring of 2020, as the State was confronting the uncertainty of the global pandemic crisis, the Legislature and Administration predicted a \$54 billion budget deficit. To address the projected shortfall, the state suspended the research and development tax credit. The R&D credit is important to the life sciences industry, a significant business sector and job producer in the state’s economy. When the projected deficit failed to materialize, the Platinum Advisors/Topp Strategies team worked to reinstate the tax credit on behalf of the member companies of its client, Biocom California, by helping develop a

broad-based coalition, identify a legislative “champion” to advocate within the Democratic caucus, lobby the legislative leadership and Administration. The effort was successful, and the credit was reinstated in the 2021-22 budget year.

- iii. Each year, we help the national non-profit Save the Children on a pro-bono basis seek state budget dollars to help fund their essential programming in some of the state’s poorest communities. Working with the Governor’s Office, we secured a 100% increase in their request during the last budget cycle to support efforts that include literacy, health, and access to quality nutrition.

B. Community and Economic Development

- i. AB 2371 from 2021 provides for a robust, transparent local environmental process for the development of a Central Mobility Hub at Old Town Center in San Diego. In testimony in support of the bill, we noted that this is a project that meets many of the City’s co-beneficial goals. The transit component will help the City meet its aggressive Climate Action goals and the project will help the City meet affordable housing goals. Furthermore, it was noted that it will enable us to retain the thousands of US Navy jobs that are co-located at the facility.
- ii. Regulatory action in 2020 at the state and federal levels created an unfair playing field between large and small life sciences companies. The pooled health insurance models that had effectively provided affordable healthcare to small start-up companies was being outlawed by the California Department of Managed Healthcare. Despite opposition from entrenched healthcare interests, the Platinum/Topp Strategies team developed and implemented a successful legislative strategy which resulted in the passage and signature of SB 718 in 2021. SB 718 ensured that high quality, fully insured health trusts can continue to operate in California for life science companies.
- iii. Given the unprecedented wildfire threat in California, we worked with our client the Napa Valley Vintners to seek bold changes to existing state statutes and programs to assist with community development and revitalization efforts following a devastating fire. These efforts led to legislation to ensure multiple state agencies worked in concert to support communities with re-building efforts including job training, job placement, and other grant opportunities.

C. Bi-national Issues, International Issues, and Foreign Trade

- i. Members of our team have worked in and out of government on the annual Border Governor’s Conference that affords United States and Mexico officials to collaborate on pressing bi-national issues. In 2008, members of our team were involved in raising the necessary funds from public and private entities to hold

this historic meeting in California.

- ii. The Platinum/Topp Strategies team has worked to improve the Otay Mesa Port of Entry in recent years. Otay Mesa Port of Entry is the 2nd busiest commercial Port of Entry on the entire U.S.-Mexico Border, accounting for more than 800,000 truck crossings and more than \$38 Billion in two-way trade annually. We worked several years ago to help secure more than \$100 million in Transportation Corridor Enhancement Program funding for various projects to improve the port of entry. Additionally, we worked in support of SB 985 which authorizes the San Diego Association of Governments (SANDAG) to enter into an agreement with Mexico for operating tolling facilities at the Otay Mesa East Port of Entry. This bill was signed by the Governor in 2022.
- iii. Platinum/Topp Strategies leads an annual trip for interested California legislators to engage in an educational experience with the people of the Republic of Cuba. In December 2023, sixteen legislators and additional legislative staff traveled to Cuba to learn about the country's economic issues, hurdles with foreign trade, and the need for foreign investment into the island.

D. Municipal Revenues and Operations

- i. With the proliferation of on-line sales in recent years, OCTA has been facing reductions in the growth rates of its Local Transportation Fund (LTF) revenues. The Authority sought to understand and confirm the reasons for its revenue projections. The Platinum/Topp Strategies team worked with OCTA staff to develop a multi-pronged strategy to produce reliable data, ultimately increasing public awareness and understanding of the growing problem. OCTA sponsored a Joint Legislative Audit request and the team helped secure Assembly Members Tom Daly and Todd Gloria as co-authors of the formal request. The Joint Legislative Audit Committee approved the request unanimously and the Bureau of State Audits produced the report, corroborating OCTA's assumption that there is a correlation between on-line sales and LTF growth reductions. Based on the audit results and the role OCTA played in its conception and passage, numerous Legislators turned to OCTA as an expert witness and policy authority on the topic. The Platinum/Topp Strategies team worked with various Legislators to ensure OCTA remained a prominent voice in the Legislature on this topic. As a result of this audit multiple pieces of legislation have been introduced in recent years to address this issue statewide.
- ii. Working with the Golden Gate Bridge, Highway, and Transportation District we worked to implement first-in-the-state legislation for automatic toll payment via license plate capture. Additionally, our team successfully secured state funding through the state budget process to support the construction of a suicide barrier that is now under construction on the iconic Golden Gate Bridge in San

Francisco.

- iii. Local governments have found that design-build efforts to support housing goals and other local development efforts have sped up construction projects for municipalities across the state. Working with the Design Build Institute of America, SB 706 would greatly enhance how local governments can improve municipal operations through progressive design build strategies. The state's largest county and cities organizations currently support the bill that is making its way through the legislative process.

E. Affordable Housing, Neighborhood Services, and Homelessness

- i. Beginning in 2018, the homelessness crisis was beginning to hit a crescendo. At the time, the State's eleven largest cities worked together on a proposal to secure state General Fund dollars to combat the homeless crisis facing cities throughout the state. The Platinum Advisors/Topp Strategies team helped co-lead the coalition of cities to garner the support of Senate and Assembly Leadership, including the budget chairs, and the Administration for a major General Fund allocation directly to the state's large cities. Since that first year of funding, the team has been integral in securing Homeless Housing, Assistance and Prevention (HHAP) funding in each of the subsequent four years. By helping to collect and disseminate data, coordinating with fellow city representatives, and most importantly developing a strategy to elevate the issue with legislative leadership, the State has appropriated \$3.45 billion directly to local entities for homelessness over the past five years.
- ii. In 2020, City of San Diego staff identified a deficiency in current law, the RV Park Occupancy Law, that affected the City's ability to effectively operate its Safe Parking Lot program. Without an exemption to that law, the City has no choice but to close the Safe Parking lots each day requiring all vehicles, including RVs, to vacate. However, the issue came to light well after the deadline to introduce new legislation. The Platinum Advisors/Topp Strategies developed a strategy to find a coalition of supporters outside the San Diego region to add this exemption to the statute to provide the flexibility for City homeless operations. The team negotiated with two Bay Area legislators who ultimately included the exemption we sought in their legislation. Despite the shutdown of most Capitol functions in 2020, AB 2553 was signed into law with the fix needed by the City of San Diego.
- iii. Housing vouchers and on-site health services are vital to nonprofits that provide short-term housing with the state's homeless population. The Orange County Housing Finance Trust realized the need for state legislators to increase funding in these areas. Partnering with United Way of Orange County, the Trust worked through the state budget process to secure vital funds to support similar-type

programs offered by the state's housing and community development department.

F. Infrastructure and Public Works

- i. The OC Streetcar is a once-in-a-generation, transformational mass transit project in Santa Ana. In 2016 and again in 2022, the OC Streetcar project received grants from the California State Transportation Agency (CalSTA)-administered Transit and Intercity Rail Capital Program, a part of the Cap-and-Trade Program, which seeks to reduce statewide greenhouse gas emissions through transformative rail and transit capital investments. The \$175+ million in grants, combined with local and federal dollars, provided the necessary capital for construction of this state-of-the-art streetcar. The Platinum Advisors/Topp Strategies team assisted in the development of a strategy to engage the Administrations and Orange County delegation in support of the project. It was a multi-year effort that required the team's strategic and tactical guidance and personal relationships with top-ranking transportation officials.
- ii. Free and reduced fare transit programs have increased in popularity in recent years. In 2018, the Orange County Transportation Authority sought to expand the use of Low Carbon Transit Operations Program (LCTOP) funding for new transit pass programs, new or expanded transit serving disadvantaged communities or low-income communities, and the purchase of zero-emission buses. The Platinum Advisors/Topp Strategies team worked with OCTA staff to develop a policy agenda focused on improving the State's financing programs to benefit Orange County transit riders. Ultimately the work resulted in the introduction and passage of SB 1119 in 2018. SB 1119 provides system-wide flexibility in the use of Low Carbon Transit Operations Program (LCTOP) funding for new transit pass programs, new or expanded transit serving disadvantaged communities or low-income communities, and the purchase of zero-emission buses. The team helped develop a coalition of supporters, including the California Transit Association. Additionally, they led efforts to negotiate with opponents as well as key Administration officials, including the Air Resources Board, California Transportation Agency and the Governor's Office. Ultimately, the bill passed with unanimous bi-partisan support and was signed into law. Again in 2022, OCTA sought additional reforms to the LCTOP program to allow for multi-year, on-going support for free and reduced transit fare programs for youth. Employing the same strategic thinking and methods, SB 942, which embodied the reform, passed and was signed into law.
- iii. AB 851 in 2017 included language proposed on behalf of the City to clarify the use the "construction manager at risk" method of financing public works projects. Because of the critical timing of the convention center expansion and the Pure Water project, the bill was proposed in the final weeks of the legislative

session. Known in Sacramento as a “gut and amend,” AB 851 required swift and nimble action by the Platinum/Topp Strategies team to move the bill through the process in an expedited fashion. Our efforts proved successful, and the bill was ultimately signed into law.

G. Public Safety and Homeland Security

- i. In 2021, the City of San Diego sponsored SB 538 (Rubio) which allows petitions for domestic violence restraining orders or gun violence restraining orders to be filed electronically and permits parties and witnesses to appear remotely at a hearing on a petition for these specific types of restraining orders. The Platinum Advisors/Topp Strategies team assisted in the bill’s passage from conception of the bill’s language to signature by the Governor. The team’s personal relationships and strong knowledge of the Legislative processes was especially important in 2021 to achieve the City’s goals because of the shutdown of normal activities due to the global pandemic.
- ii. In 2022, the City of San Diego sponsored AB 2239 (Maienschein) which added several crimes to the list which requires a 10-year ban on gun possession. Current law enumerates a number of misdemeanors, which upon conviction, prohibit a person from owning or possessing any firearm for 10 years. Ultimately, AB 2239 was included in Governor Newsom’s package of bills to protect Californians from gun violence in 2021. Again, the team’s personal relationships and strong knowledge of the Legislative processes continued to be especially important in 2022 to achieve the City’s goals because of the shutdown of normal activities due to the global pandemic.
- iii. Training public safety officials to correctly engage in crisis intervention is a top priority for the National Alliance on Mental Illness. As a nonprofit, they provide this type of training for first responders on the streets. In 2021, AB 1065 was passed which allowed for a voluntary tax contribution to help fund free training to police and fire personnel across the state.

H. Environmental Quality, Sustainability, and Stormwater

- i. The Chollas Creek TMDL has been the subject of numerous conversations in the Legislature and at the State Water Resources Control Board over the years. In 2018, AB 3014 was introduced at the behest of automobile manufacturers to lighten the regulations imposed several years ago which limit copper in brake pads. The elimination of copper in brake pads is essential to the City’s ability to meet its TMDL targets for Chollas Creek. The Platinum Advisors/Topp Strategies team opposed the bill based since it could have undermined the City’s ability to meet the TMDL and subjected the City to hefty fines. Due in part to our lobbying efforts, AB 3014 was not advanced in 2018. Additionally, the State Water

resources Control Board reviewed the City's amendment to the Water Quality Control Plan for the San Diego Basin's Chollas Creek TMDL. After the team's work with the State Water Resources Control Board for over a year, the Board unanimously adopted the updated plan in 2019. Due to the team's successful communication strategy with the Board, the members were complimentary of the City's past and planned investment in the Chollas Creek region.

- ii. Working with local government partners, our teams engaged in broad coalitions to help shape organic waste legislation that has moved through the California Legislature during the last two-years. This included the land-mark SB 1383 that requires all jurisdictions to sort organic material for separate collection. Members of our team joined coalition calls on education requirements, local mandates, and implementation times. This work continues through efforts at Cal Recycle during ongoing implementation hearings.
- iii. Ensuring that stormwater runoff and collection is addressed by the next state water bond is a high priority for local governments. In 2009, we successfully inserted language into the approved "Water Bond" that would provide study money in the amount of \$20 million for stormwater management. Although the bond has never went to the voters, we continue our discussion with the large coalition we worked with to ensure the stormwater issue is included in the eventual water bond update that the Legislature hopes to complete by the end of its current session.

I. Water and Wastewater, including recycled water and energy management

- i. In 2012, California voters passed Proposition 39, the California Clean Energy Jobs Act. Since its enactment – and first deployment of funds – we have worked through the regulatory hurdles to ensure the dollars are used for energy efficiency and clean energy production. This work is significant for a number of our clients in the renewable energy sector, many of which we have successfully added their products to the approved supplier list.
- ii. The Platinum Advisors/Topp Strategies team has been working with the San Diego County Water Authority for several years on the San Vicente Hydro Pump Storage project, a major construction project that would provide up to 500 megawatts of electricity storage to meet the State's renewable energy goals. Over the last several years, the team has provided strategic and tactical guidance as the many legislative efforts by competing storage projects have received significant attention in the Legislature. The team worked to develop message points for the San Diego delegation and Legislative leadership and navigated the sensitive politics with other project proponents, labor interests, and our own community choice aggregation project. Despite the myriad obstacles, the team assisted in the efforts to

secure \$18 million to fund the environmental and planning efforts for the development of the San Vicente Hydro Pump Storage project.

- iii. Legislation signed early in 2018 codified long-term water use efficiency and drought response requirements. The bill included little recognition of the unique circumstances recycled water projects face in applying those future mandates. After months of negotiations and assistance from the San Diego legislative delegation, the Platinum Advisors/Topp Strategies team secured assurance from Legislative leadership for additional critical amendments to the law which would specifically protect the City of San Diego's Pure Water recycling program and prevent inadvertent application of water mandate law to the project. The promised amendments were included in SB 875 which was signed by Governor Brown. Furthermore, the amendments included in SB 875 have been used strategically by the team to secure funding in the state budget. As noted above, in 2021, the team helped secure a direct \$50 million allocation for Pure Water utilizing the project referenced in the 2018 law.

5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.

Legislative, regulatory and political advocacy are complex issues that require well-thought plans to achieve your desired objectives. At Platinum Advisors and Topp Strategies, we understand that one size *does not* fit all and will work with you to develop a comprehensive strategy that helps you win. Our bipartisan approach means that our team of professionals puts years of experience to work on both sides of the aisle for you.

Our goal is to become a seamless extension of your public policy team. As part of our scope of work, you have access to an assigned legislative analyst at our firm who will monitor and proactively identify pending legislative and regulatory issues. Additionally, we will dedicate a staff member on our team to grant identification. Together our teams will work for your constituents in Sacramento, ensuring their voices are heard and that issues facing transportation and transit are addressed.

We will provide the City of San Diego a full-range of legislative advocacy services to implement your platform and the scope of work specified in the request for proposals. The timeline for accomplishing the scope of work is largely dictated by the legislative schedule, which generally runs from January through August/September of each year, as well as the Governor's 30-day allowance to consider legislation that ends in October.

We will meet with key City personnel along with your Legislative Committee to determine the nature of issues facing San Diego, set expectations, and to establish a process of communication. Our implementation plan includes a complete review of the previous legislative session and an analysis and prioritization of issues facing the City. This includes

assisting in the development of your legislative agenda by working cooperatively with your leadership, staff and partners to focus on issues centered on your constituents. Once the legislative agenda and strategy is approved, our team in Sacramento will implement each item.

Given our unique experience in local government, we have a keen understanding of the global issues facing San Diego in the State Capitol. We will work to develop a comprehensive approach to advocating for your needs. This approach will include direct lobbying, developing strategic alliances with key stakeholders and leveraging support from the San Diego County delegation for our efforts.

Of course all of this starts with open communication, which will be led by Moira Topp. Should we be selected as the successful bidder for this RFP, we will have our team in San Diego within one-week to gather with the contract administrator and team within the Mayor's Office for an intake meeting that will help shape the proposed legislative plan that we will produce for the City.

6. Provide an analysis of no more than three hundred fifty (350) words that outlines what the firm believes will be the key strategic opportunities for local government between July 1, 2023 and July 1, 2028 and how best to maximize those opportunities.

California has enjoyed unprecedented economic growth in recent years, despite the global pandemic. Budget surpluses have enabled state and local governments to restore programs to pre-pandemic expenditure levels. However, the State's fiscal situation is beginning to show weakness. Governor Newsom was reelected in 2022; however, one-quarter of the Legislature is new. Neither the Governor nor most in the Legislature have faced significant budget deficits. The Platinum Advisors/Topp Strategies team has experienced multiple downturns and have provided strategic counsel to clients to weather recessions. The next five years present the City with challenges and opportunities, including:

1. Homelessness. The homelessness crisis continues to plague state and local leaders. Given our proactive work over the last several years to secure funds, cities are well-positioned to participate in the architecture of the solution. Additionally, cities will continue playing a major role in addressing the crisis. Cities like San Diego can and should play a major role in driving that discussion and highlighting city action in the Legislature and the Governor's Office.
2. Climate Resilience. The climate crisis continues to intensify in California. The tentacles of the crisis reach far and wide and affect many aspects of life and include sea level rise, extreme droughts, wildfires, public health effects, and habitat destruction. While the state budget is declining, past budgets have included significant funds to combat the climate crisis and will continue to be available to cities which understand how to access them. Additionally, the team is well suited to assist the City in pursuing policy initiatives to address the crisis, including housing and land use policies, transit promotion, water

recycling, and energy storage.

3. **Budget.** As noted above, the State will undoubtedly experience a decline in state revenues in the coming years. Since the last recession, the state has created a Rainy-Day Fund, but it may not be able to withstand all the budget deficits. Cities like San Diego will need to be actively engaged in the budget process from start to end to ensure that it does not bear a disproportionate brunt of any budget cuts.

F. OPTIONAL CONSULTING SERVICES

Proposer mutually agrees with optional consulting services price according to task(s) and as specified in Exhibit B, Section P.

G. PROPOSERS IMPLEMENTATION PLAN

Platinum Advisors and Topp Strategies presents a full range of legislative advocacy services to deliver with the implementation of the City of San Diego's legislative platform. The partnership between Platinum/Topp and the City takes advantage of long relationship with San Diego and brings valuable new resources, experience and strategic expertise to ensure success in your legislative efforts.

Legislative Agenda

If successful we will meet with key City personnel immediately to update the City's legislative priorities by working cooperatively with the Mayor's staff, agencies and departments, and providing up-to-date information on upcoming issues, budget problems and relevant information from a vast array of sources. This will allow us an opportunity to determine the precise nature of each issue and concern facing the City, to set expectations, and to establish a process of communication. Our implementation plan also includes a complete review of the previous legislative session and an analysis and prioritization of issues facing the City.

Once the legislative agenda and strategy is approved, our team in Sacramento will implement each item. Our lobbyists will track issues and communicate progress to the City with regular reports.

We will meet with the members of the San Diego Legislative Delegation to introduce the City's legislative priorities, while continuing to advocate and reaffirm the City's positions and priorities from prior sessions. Additionally, we will use our established relationships to find appropriate authors for the City's sponsored legislation.

January – March: We will seek appropriate authors for any new legislative proposals by using our experience with and access to the San Diego legislative delegation. We will update the City regularly on newly introduced legislation that may interest and relay support for any sponsored

legislation. We will work with key contacts in City departments to define legislative needs and suggest legislative strategies (i.e. legislative authors, vehicles, allies, timing and other advice).

April – June: Our focus will be advocating and negotiating amendments as necessary for bills to pass their house of origin, policy, and fiscal deadline for newly introduced bills. We will work closely with the City to provide advice and consultation on suggested positions on bills and represent that position before policy committees. We will testify at legislative hearings on all bills that the City has an interest and position as well as identify allies and minimize opposition.

July – August: We will continue to testify at policy hearings but also at fiscal committees where we will defend the City’s fiscal position on bills of interest.

Throughout the duration of any given legislative session, issues might arise, such as a “gut and amend” process or a “last minute budget deal” that can dramatically impact the City. This occurs at the end of a legislative session or behind closed doors and requires nimble reaction. When a confluence of events results in the right atmosphere for action, we will work with the City to prepare an immediate response plan.

Budget Agenda (Timeframe of Implementation January 10 through June 15)

Given the current legislative climate, one of the greatest challenges facing the City of San Diego will be securing your fair share of the state budget.

January – March: Every year the budget process starts with the release of the Governor’s proposed budget. Normally unveiled around January 10, we will quickly analyze and report all budget proposals that would have an impact on the City and other issues of interests that are contained in the Governor’s budget. After your departments determine the direct impact the budget will have on their operations, we will engage the Budget Subcommittee members, consultants and staff, the Department of Finance, the Governor’s office personnel, the State Controller and staff and the State Treasurer and staff in order to relay the City’s positions on relevant proposals.

April – June: The budget process will continue throughout the duration of budget subcommittee hearings, the May Revision and finally through the Budget Conference Committee hearings. We will continue to ensure City proposals become part of the May Revision and pass through the budget process.

Communications

One of the most important steps to ensure our advocacy plan stays on schedule and that we are implementing the City’s platform is through an effective communications plan. We will develop a customized process of regular communication with the appropriate City staff, much like what occurs through the current contract, in order to quickly report to the City on our progress.

Our communications will include, but not be limited to, weekly conference calls, formal monthly reports, bi-annual presentations to the San Diego City Council and regular electronic reports identifying bills and issues that might be of interest to the City. Highlights of our communications would include:

Budget & Political Landscape: We will highlight the current state of the budget in any given month, along with an overview of any budget related measures working through the legislative process, including available grant opportunities. Additionally, this report will highlight the overall political environment in Sacramento (i.e., leadership changes, committee chair changes, election results and polling information).

Legislative Platform: We will provide regular updates on the status of all sponsored legislation. We will notify the City on a regular basis of all upcoming hearings, legislative actions, critical testimony and political dynamics related to all major priority issue areas.

Bills of Interest: We will provide regular reports to the City that identify legislative issues or opportunities that may be of interest. We will assist staff in determining the appropriate position and advocacy goals to effectively influence the outcome of the new laws, programs or funding opportunities.

Cultivating Relationships: We will provide the City with a list of the activities throughout the month, which assist in our ability to reach our advocacy goals outlined in this RFP. These events will include formal and informal meetings with legislative members, committee consultants, legislative staffers, state department personnel and/or members of the Governor's staff.

Participate in Associations/Organizations with similar interest: We will attend weekly meetings with other advocates of the League of California Cities, California State Association of Counties and Urban Counties Caucus. We will report regularly to the City and include the highlights of their legislative priorities and other policy actions that are being taken by these associations

H. REQUIRED REPORTS

Contractors shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of this Agreement that may, at the City's option, result in immediate termination of the Agreement

As part of our contract for services, Platinum Advisors and Topp Strategies agree to file all necessary reports with the appropriate state agencies for our services related to this RFP.

I. REGISTERED LOBBYIST

The Proposer(s) shall submit verification, if required by applicable City, State or Federal laws, that the Proposer(s) is a registered lobbyist.

Should we be the successful bidder, we will provide lobbyist registration verification of all lobbyists who will work on this contract.

J. CONFLICT OF INTEREST; REPRESENTATION OF OTHER CLIENTS

Should we be the successful bidder, we agree to the conflict of interest policies set forth by the City of San Diego.

K. FINANCIAL RESPONSIBILITY

See attached Statement of Financial Responsibility.

L. SUBSTITUTION OF PERSONNEL

Contractor is expected to ensure personnel proposed for this Contract will be available for the Contract term. In the event the Consultant wishes to substitute personnel, Contractor shall provide a proposal of personnel of equal or higher qualifications. Any substitution of personnel must be approved by the City in written form prior to the substitution to take effect. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.

In addition, the City reserves the right to conduct performance evaluations as may be needed to document Contractor's performance. Poor performance evaluations may result in default or cancellation of the Contract. However, City reserves the right to request a substitution of personnel if performance is not satisfactory.

If selected as the successful Contractor for this RFP, the Platinum/Topp team agree to Section 4.3 of Exhibit C to the contract.

M. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers are encouraged to identify at least one current and one past client in each category identified under Section IV, paragraph, items 1-9. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience in providing State Legislative and Executive Branch Consulting Services and Representation with particular emphasis on securing funding will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

At Platinum Advisors and Topp Strategies we pride ourselves on delivering for our clients. That's why we often suggest potential clients make contact with our clients to hear about the level of service we provide. Below are current clients who can give you an unbiased assessment of our team and services:

Mr. John Carvelli
Executive Vice President
LIBERTY Dental of California
340 Commerce, Suite 100
Irvine, CA 92602
(949) 903-1393

Ms. Tess Lengyel
Deputy Director of Planning and Policy
Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, CA 94607
(510) 208-7428

Denis Mulligan
General Manager
Golden Gate Bridge, Highway and Transportation District
Golden Gate Bridge Toll Plaza
San Francisco, CA 94129
(415) 923-2203

K. ADDITIONAL INSURANCE

Should we be the successful bidder, we will obtain the additional insurance set forth by the City of San Diego.

L. TECHNICAL REPRESENTATIVE

The technical representative for this contract will be Nick Garcia, Platinum Advisors.

M. PRICING SUBMITTAL

See attached Pricing Page.

SUBSECTION 1: Pricing for Core Requirements and Deliverables as specified in Section D, Core Requirements and Deliverables

Monthly Retainer of \$14,000 x 60 Months = \$840,000.00

Payment to be made in arrears for services rendered.

SUBSECTION 2: Pricing for Optional Consulting Services

Not applicable per RFP