

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089970-23-E,
Phlebotomy 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) # 10089970-23-E, Phlebotomy Services (Contractor).

RECITALS

On or about 5/17/2023, City issued an RFP to prospective proposers on Phlebotomy Consultant 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 goods and services.

City wishes to retain Contractor to provide Phlebotomy Consultant 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 San Diego Police Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as stated in the Intent to Award notification.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date with the option to renew for an additional four (1) one-years. 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 \$1,000,000. RAV (Initials) (The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 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 to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

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

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 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.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

**ARTICLE VI
WAGE REQUIREMENTS**

6.1 By submitting a response to this RFP, Contractor certifies that they are aware of, and agree to comply with, the City's Living Wage Ordinance (LWO) provisions described in Chapter 2, Article 2, Division 42 of the San Diego Municipal Code, which is incorporated herein by reference, before commencing Services.

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

CONTRACTOR

California Forensic Phlebotomy Incorporated

Proposer

5812 E. Avenida Serra

Street Address

Anaheim, CA 92807

City

949-309-2459 x.4

Telephone No.

rvega@californiaforensicphlebotomy.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

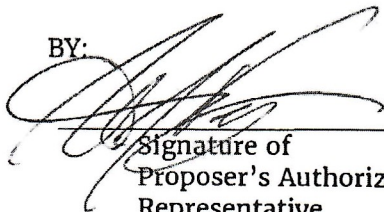
Claudia C. Abarca

Director, Purchasing & Contracting Department

October 4, 2023

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Robert J. Vega

Print Name

CEO/President

Title

6/12/2023

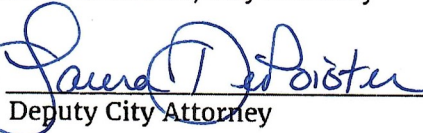
Date

Approved as to form this 6th day of

October, 20 23.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	25
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Scope of Work.	
3. Technical Aspects	
B. Staffing Plan.	25
1. Qualifications of personnel adequate for requirement, including licenses or certifications for applicable employees.	
2. Availability/Geographical location of personnel for required tasks, to include court testimony, and ability to report to various locations in San Diego County.	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	40
1. Relevant experience of the Firm, employees, and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Location in the general geographical area of the project and knowledge of the locality of the Project	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs, as stated in the Scope of Work, including 24/7 staff coverage plan, identifying Assigned Contractor Representative, and ability to provide needed supplies.	
6. Reference checks	
D. Price.	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.

D. ANNOUNCEMENT OF AWARD

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

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

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

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

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

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

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

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

4. Reserved.

5. Reserved.

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

**EXHIBIT B
SCOPE OF WORK**

A. OVERVIEW

The City of San Diego Police Department (SDPD) is seeking a qualified contractor to provide phlebotomy services for individuals arrested for various criminal offenses. Additional services shall include court time for testimony related to evidence collection. Work is performed at Police Headquarters, and as needed on-call at various locations throughout San Diego County, including but not limited to, hospitals, jails, and checkpoints within San Diego County.

SDPD requires medical services by licensed medical professionals. The City utilizes contract support to provide the essential service of phlebotomy (blood drawing) approximately 2,000 times per year for law enforcement purposes, such as vehicular drunk driving and substance abuse cases. Some of the blood draws are forced against the will of the subject. However, the contractor will not have the responsibility to physically restrain any person.

Typically, two (2) blood samples per subject are required, but the number of required samples may vary. In the event a quantity other than two (2) vials is specified, the contractor shall draw sufficient blood to fill the specified number of vials requested.

The contractor shall be familiar with the handling of evidence and the proper protocol for obtaining blood. The contractor shall be responsible for initiating the correct chain of evidence in accordance with standard SDPD policies and procedures.

B. OBJECTIVE

The objective of this RFP is to award a contract to a vendor who can provide the above phlebotomy services for individuals arrested for various criminal offenses the San Diego Police Department.

C. CONTRACTOR'S RESPONSIBILITIES

Contractor must have the following qualifications and experience:

1. Qualifications

- a. Persons authorized to draw blood samples are listed under Section 23158(a) of the California Vehicle Code. Notwithstanding any other provision of law, only a licensed physician and surgeon, registered nurse, licensed vocational nurse, a duly licensed clinical laboratory scientist or clinical laboratory bio analyst, a person who has been issued a "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code, unlicensed laboratory personnel regulated pursuant to Sections 1242, 1242.5, and 1246 of the Business and Professions Code, or a certified paramedic acting at the request of a peace officer may withdraw blood for the purpose of determining the alcoholic content therein.
- b. The contractor's staff members assigned to this project shall be properly licensed or certified as applicable under the laws of the State of California including California, Vehicle Code Section 23158.
- c. To enable the City to evaluate the personnel qualifications of the Contractor, the following documents shall be included with the bid submittal:

- 1) A copy of the current license or certificate for all personnel assigned to this contract.

2. Supplies

The contractor shall supply all OSHA required and approved phlebotomy supplies needed to complete the blood draw (to exclude non-alcoholic disinfectants, special order gray-topped blood vials, evidence labels, seals, and chain of custody tubes).

3. Assigned Contractor Representative

The Contractor shall assign a company representative who can be reached during normal working hours (7:00 a.m. to 6:00 p.m. PT.) and who is authorized to discuss matters pertaining to this contract with SDPD Crime Laboratory Representatives.

4. Staffing

- a. Staffing Requirement: Contractor shall provide one (1) staff member to perform blood draws at the SDPD blood drawing facility located at the following location from 8:00 p.m. to 6:00 a.m. PT., seven (7) days per week.

San Diego Police Department
Headquarters
Sally Port, Room 138
1401 Broadway
San Diego, CA 92101

Approximately 50 blood draws are performed each month during these hours.

- b. Contractor's staff members assigned to perform blood draws at the SDPD blood drawing facility shall maintain the general cleanliness of the work area and restock supplies. SDPD will provide the supplies for restocking, such as: nonalcoholic disinfectant, special order gray top blood vials, evidence labels, seals, and chain of custody tubes.
- c. Contractor shall provide one (1) on-call staff member to perform blood draws between the hours of 6:00 a.m. and 8:00 p.m. PT., seven (7) days per week. On-Call services are required at various sites, including the Police Headquarters blood draw facility, jails, hospitals, checkpoints and any other requested locations within San Diego County. Contractor's staff must respond within one (1) hour from the time of the call from SDPD. It is estimated that there are forty (40) call-outs per month.
- d. Contractor's staff members assigned to this project shall pass a police background check if the staff member has unsupervised access to SDPD Headquarters. Staff members' time to obtain the background check will be at the vendor's cost. Staff members providing blood draws who have not gone through a background check will be supervised at all times while in the SDPD facility.
- e. New personnel will require approval by the Contract Administrator, or designee.
- f. SDPD may request the Contractor to immediately remove from assignment any staff member found unfit to perform duties at the discretion of Contract Administrator, or designee.

5. Compliance with SDPD Lab's Operating Procedures

Contractor's staff members shall be required to follow SDPD Crime Lab's standard operating procedures related to the collection and handling of blood samples.

5.1. BLOOD DRAW CONTRACT STAFF MEMBERS

Blood draw staff requirements shall include:

- a. Outside staff are contracted to provide phlebotomy services for the laboratory.
- b. Per Vehicle Code Section 23158, the contract blood draw provider must staff properly licensed or certified individuals. The contractor must submit copies of licenses to the Contract Administrator, or designee. The crime laboratory will maintain a file of contract personnel.
- c. The contractor will be notified if the applicant does or does not meet the requirements of the contract. The names of qualified applicants will be submitted by the crime laboratory to police personnel to be included on a list of individuals authorized to receive a background investigation packet.

5.2. BLOOD DRAW GENERAL INFORMATION

Contractor shall provide documentation of licenses of all personnel annually to the Contract Administrator, or designee, and must be available for inspection at any time.

- a. Blood draws shall only be performed by licensed or certified contract personnel.
- b. The contractor shall verify that blood vials are not expired during inventory or when used.
- c. All blood draws must be witnessed by an officer.
- d. The phlebotomist shall initial and note the time of collection on the label. The blood label shall be placed onto the vial.

5.3 BLOOD DRAW VIALS REQUIRED

Type of Case or Analysis	Number and type of 10mL Vials
Misdemeanor alcohol analysis (Vehicle Code Section 23152)	1 grey top*
Alcohol and toxicology analysis for all otherviolations	2 grey tops*
Genetic DNA analysis	1 purple top
HIV or hepatitis analysis	1 red top

* 10ml Grey top vials containing 20mg of Potassium Oxalate and 100mg of Sodium Fluoride, or equivalent.

5.4. BLOOD DRAW PROCEDURES

Contractor shall be in compliance with the most recent version of the California Code of Regulations Title 17 as it relates to blood draws. Contractor shall comply with section 3.5 of "Forensic Alcohol Documents-Manual-Alcohol Analysis Manual April 2020." This reference document is found on the following website : <https://www.sandiego.gov/police/about/crime-lab/documents/>

Professional Personnel Licenses, Permits, and Certification

Contractor shall:

- a. Obtain and maintain all licenses and certifications for the contract staff performing under this contract and provide all licenses and certifications to the Contract Administrator, or designee for the duration of the contract within one (1) week whenever a change has occurred.
- b. Ensure all staff have current, valid, unrestricted licenses and certificates to provide services within the scope of work described.
- c. Maintain all licenses and/or certification credentials for all Contractors' staff and personnel and provide the Contract Administrator, or designee with copies of verified licenses and/or certifications within twenty-four (24) hours of receipt of the request from SDPD.

6. Training

Contractor shall:

- a. Arrange for Contractor's staff to be available for initial on-site orientation by SDPD.
- b. Arrange for Contractor's staff to be available for on-going training or in-service training by SDPD as changes in protocols and procedures are made.
- c. Maintain training files. Copies of training verification documentation shall be provided to the Contract Administrator, or designee within twenty-four (24) hours of receipt of the request from SDPD.

7. Court Appearances and Testimony

Contractor's staff members shall appear in court when necessary to provide testimony regarding samples drawn when properly subpoenaed or requested by SDPD.

- a. The person who drew the blood shall make the court appearance. Only the subpoenaing party can excuse a person from an appearance.
- b. Contractor's staff members making court appearances shall be appropriately attired in conservative business clothing.

- c. SDPD shall pay contractor a separate hourly fee for the time required in court. A copy of the subpoena shall be submitted with the invoice. The time in and time out of court shall be recorded and signed by an officer of the court. This documentation shall also be submitted with the invoice along with any receipts for parking.

8. Records

- a. Contractor shall maintain records of all blood draws, including the request signed by the attending police officer and sufficient documentation to enable the City to verify invoices.
- b. All such records shall be maintained by the Contractor and shall be open to inspection by the City for a period of three (3) years following receipt of final payment.

9. Methods of Collection and Handling of Blood Samples

- a. Blood samples drawn shall be collected in a medically approved manner and witnessed by law enforcement personnel.
- b. The blood sample shall be collected by venipuncture as soon as feasible after the alleged offense.
- c. Aqueous benzalkonium chloride (Zephiran®) shall be used to disinfect the skin before venipuncture. No alcohol or other volatile organic disinfectant shall be used to clean the skin before venipuncture.
- d. Blood shall be collected in a quantity of ten milliliters (10 ml) when possible. Disposable, sterile, dry Becton-Dickison® (or equivalent) needles, syringes, holders, and gray stoppered Vacutainers® containing 20 mg of potassium oxalate as an anticoagulant and 100 mg of sodium fluoride as a preservative, or equivalent equipment, shall be used for collection of blood. Gray stoppered Vacutainers® containing 20 mg of potassium oxalate and 25 mg of sodium fluoride, or equivalent concentrations, may also be used at the direction of SDPD.
- e. Reusable equipment shall not be used for blood collection. Failure to comply shall lead to removal of Contract staff from performing blood draws and/or may lead to termination of the Contract.
- f. No alcohol or other volatile organic solvents shall be used to clean any supplies, equipment or furniture, including chairs, tables, etc. used for the blood drawing procedure.

10. General Blood Drawing Guidelines

- a. Assemble the equipment that is needed to draw a blood sample.
- b. One or two Vacutainer® tubes with gray stoppers.
 - One (1) tube for misdemeanor cases, i.e., CVC23152, H&S 11550
 - Two (2) tubes for felony cases, i.e. CVC23153, PC187
- c. Needle, Vacutainer® or syringe and Vacutainer(s) ®.
- d. Vacutainer® holder, if applicable®.

- e. Benzalkonium chloride
- f. Cotton balls.
- g. Bandage or tape.
- h. Clear, plastic chain of custody tubes.
- i. Sample labels.
- j. Tourniquet.
- k. Connect the Vacutainer® needle to the holder, if applicable.
- l. Once the subject is seated, select the arm with a suitable vein. Tie the tourniquet around the arm to cause the vein to become more prominent. The tourniquet is loosened either during the blood drawing or after the last sample is drawn. This depends on the situation and is left to the blood drawer's judgment.
- m. Disinfect the skin where the specimen is to be taken by using FDA approved Benzalkonium wipes.

11. Obtain the sample

- a. Discard any Vacutainer® tube that does not contain a visible white powder. Pick up the holder with the attached needle and place the first Vacutainer® tube in the holder. Do not puncture the top of the tube.
- b. Remove the needle cover and insert the needle into the vein. Immediately push the Vacutainer® tube into the holder, puncturing the top of the Vacutainer® stopper.
- c. If two (2) tubes of blood are to be collected, fill the first tube, then remove the tube from the holder. Immediately insert the second tube into the holder, puncturing the stopper on the Vacutainer®. While the second tube is filling, gently invert the first tube from end to end several times to ensure complete mixing and dissolving of the preservative and anticoagulant.
- d. Immediately after collecting the second tube of blood, cover the area with a cotton ball and remove the needle from the arm. Gently invert the tube from end to end several times until there is a complete mixing and dissolving of the preservative and anticoagulant. Bandage the arm.

12. Syringe

- a. Remove the needle cover and insert the needle into the vein. Draw back on the plunger to withdraw the blood sample.
- b. If two (2) tubes of blood are to be collected, pull the plunger back to collect twenty milliliters (20 mL) of blood. If only one tube is needed, collect ten milliliters (10 mL) of blood.
- c. Remove the needle from the arm and apply a cotton ball. Insert the syringe needle through the Vacutainer® tube top and let the vacuum from the tube collect the blood from the syringe. Remove the syringe needle and mix the tube by gentle inversion from end to end several times until there is complete mixing and dissolving of the preservative and anticoagulant. If a second tube is to be collected, insert the syringe needle through the

second Vacutainer® tube top and deposit the remaining sample into the Vacutainer®. When done, remove the needle and gently invert the tube from end to end several times until there is complete mixing and dissolving of the preservative and anticoagulant.

- d. Bandage the subject's arm after the tubes have been inverted several times to mix the contents.
- e. Dispose of the needles and syringes by placing them in a Sharps container. Clean the blood draw area with appropriate nonalcoholic disinfectant.

13. Blood Vial Labels

- a. Collections will be witnessed by law enforcement personnel, and the sample vial label will be generated using the barcode system. The following must be present on the label:
 - Incident and barcode numbers
 - Subject's full name
 - Sample type (blood)
 - Charge
 - Witnessing Officer's initials
 - Phlebotomist's initials
 - Date of blood draw
- b. After both the officer and phlebotomist have initialed the label, the completed label is placed onto the tube. The blood vials sealed by either the phlebotomist or the officer with labels attached, are handed directly to the witnessing officer. The officer will place the vial into a chain of custody tube, seal, date, and initial the tube, and place it into a locked box.

D. SAN DIEGO POLICE DEPARTMENT ROLES AND RESPONSIBILITIES

At least one (1) SDPD Officer will be present at all times to:

- a. Escort the subject from whom blood will be drawn.
- b. Remain in attendance and assure that the subject from whom blood will be drawn remains handcuffed at all times during the procedure and during all time that the Contractor's staff members are in the presence of the subject.
- c. Use their best efforts, if necessary, to restrain the subject from whom the samples will be taken so as to allow testing by the Contractor's staff and prevent injury and/or damage to Contractor's staff and/or property.
- d. Take full and complete responsibility for preserving collected samples and for all chain of custody matters.

E. SUPPLIES

The following supplies will be provided to the Contractor at the expense of SDPD:

- a. Blood draws at SDPD:

- Special order gray blood tubes, Benzalkonium Chloride, seals, evidence labels, chain of custody forms and chain of custody tubes.

F. REFERENCES

The proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

G. BILLING PROCEDURES

- Contractor and agents of the Contractor shall maintain records of their procedures and callouts. One (1) original invoice itemizing services provided for SDPD shall be submitted monthly, in arrears, to:

San Diego Police Department
Fiscal Management
1401 Broadway, MS715
San Diego, CA 92101-5710

The invoice shall identify the number of services, itemized by type of service (monthly blood draw, on-call blood draws, testimony and dry runs), current Purchase Order number, price reflected in the agreement.

- If the Contractor responds to a call from Police Dispatch for phlebotomy or other services and upon arrival finds the services are not needed, the Contractor will be allowed to bill for the call-out provided the arrival was timely. The dry run rate will apply.
- If the Contractor arrives at a site as requested by Police Dispatch and is unable to locate the requesting law enforcement personnel within fifteen (15) minutes, the Contractor shall contact Police Dispatch Services for updated arrival information prior to leaving the site. If service is not required, Contractor can bill for the callout. The dry run rate will apply.
- The Contractor shall bill the City for each call-out response or patient, rather than for each blood vial.
- Unless otherwise stated or agreed, payment will be made net 30 days from approval of invoices.

H. TECHNICAL REPRESENTATIVE.

The Technical Representative for this Contract is the San Diego Police Department's designee specified on Notice to Proceed letter issued under this Contract.

I. PRICE SCHEDULE

Proposer shall provide pricing in the form and format identified herein. Pricing not submitted in the form or format may deem Proposer non-responsive. Proposed pricing shall be inclusive of all fees and costs associated with completing the requirements of this RFP. Completion of the Pricing Schedule is required to ensure consistency in the price evaluation process. The Pricing Schedule shall be completed in its entirety and incorporated herein. Any deviations from the Pricing Schedule shall be considered non-responsive and unacceptable.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension (Estimated Quantity X Unit Cost = Extension)
1.	12	MO	Blood Draws: On-site at Police Headquarters 8:00 p.m. through 6:00 a.m., seven days per week. The fee would include any blood draws at Police Headquarters that occur within that period. The contract staff member would be required to provide forced blood draw services.	\$	\$
2.	600	EA	Blood Draws: On-call services seven (7) days per week, twenty-four (24) hours per day. These include any off-site location draws performed by someone other than the on-site Phlebotomist during sit down hours. These also include any draws anywhere during the hours of 6:00 a.m. to 8:00 p.m. This would include on-call response to Police Headquarters, local hospitals, local jails, checkpoints, or other requested locations in the County. The response time must be less than one (1) hour.	\$	\$
3.	1	HR	Court Time (Collection Testimony). The charge would be for time at the courthouse only.	\$	\$
4.	1	EA	Dry Run	\$	\$
Total Cost:					\$

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension (Estimated Quantity X Unit Cost = Extension)
1.	12	MO	Blood Draws: On-site at Police Headquarters 8:00 p.m. through 6:00 a.m., seven days per week. The fee would include any blood draws at Police Headquarters that occur within that period. The contract staff member would be required to provide forced blood draw services.	\$13,900	\$166,800.00
2.	600	EA	Blood Draws: On-call services seven (7) days per week, twenty-four (24) hours per day. These include any off-site location draws performed by someone other than the on-site Phlebotomist during sit down hours. These also include any draws anywhere during the hours of 6:00 a.m. to 8:00 p.m. This would include on-call response to Police Headquarters, local hospitals, local jails, checkpoints, or other requested locations in the County. The response time must be less than one (1) hour.	\$112.00	\$67,200.00
3.	1	HR	Court Time (Collection Testimony). The charge would be for time at the courthouse only.	\$45.00	\$2,250.00
4.	1	EA	Dry Run	\$40.00	\$1,260.00
				Total Cost:	\$237,510.00

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.

CALIFORNIA FORENSIC PHLEBOTOMY INCORPORATED EXECUTIVE SUMMARY

Since 1982, Orange County Law Enforcement agencies have entrusted California Forensic Phlebotomy Incorporated(CFP) to collect over half a million evidentiary blood samples and maintain proper chain of custody. In January of 2020, we acquired the San Diego County Phlebotomy and Evidence Collection contract. In July 2021, San Diego County entrusted CFP staff with maintaining the chain of custody, alleviating law enforcement officers of this responsibility and expediting the processing of evidence.

CFP policies and procedures are in strict adherence with California Code of Regulations Title 17, as well as pursuant to the guidelines established under California Vehicle Code Section 23158. All evidence is collected in accordance with the direction and procedures described by the Orange County Sheriff Department, Forensic Services Division, and the San Diego County Sheriff Department Regional Crime Laboratory.

CFP prides itself on retaining a staff of highly skilled licensed phlebotomists that conduct themselves with the utmost integrity and uphold the highest ethics. We are available 24 hours a day, 7 days a week. Our team is dedicated to our mission of providing responsive and distinguished customer service and maintaining the integrity of forensic evidence. All our current employees possess the required licensing, as well as security clearance in Orange County and/or San Diego County.

CFP Inc. has garnered the respect of the Orange County and San Diego County law enforcement, legal and civic community. In March 2020, the City of San Diego Police Department entrusted us to collect evidence on a temporary basis when the contracted phlebotomist was not available.

Summary of Qualifications

- Involved in only one type of business – the business of providing forensic blood withdrawals exclusively for Orange County and San Diego County law enforcement. Our efforts are not divided between other business ventures or other services. This allows us to focus efforts and energy into providing the complex and intricate service that law enforcement demands.
- Amassed tremendous knowledge and expertise in the area of forensic blood withdrawals. Our exclusive commitment to law enforcement has allowed us to develop sound policies and procedures specifically designed for law enforcement agencies. We take great pride in the fact that no criminal case has ever been lost due to a flawed company policy or procedure. We require the highest level of skill due to the importance of the service we provide and the types of individuals we are required to obtain samples from, such as IV drug users, trauma patients, uncooperative subjects, etc.
- Successfully conducted over half a million blood samples since our inception, with 95% collected within a 50-minute response time and the additional 10% within an hour response time. Unlike other vendors, our service delivery is based on a proven track record and not merely a promise of performance. Our notable record is due in part to our utilization of our extensive network of employees (not contractors or temporary staff). By providing service to all Orange County and San Diego County law enforcement agencies, we can strategically place employees throughout both counties. Our employee's sole responsibility is the collection of forensic blood samples. We are confident that our extensive and far-reaching network of personnel, that has taken years to assemble, will easily allow us to meet your response time requirements, as well as service your needs at jails/detention facilities, hospitals, on-scene, checkpoints, and DRE training sessions.
- We currently have a staff of eleven forensic phlebotomists exclusively in San Diego County and one registered nurse. Employees are scheduled in advance and in designated service areas to ensure a prompt response 24/7.
- All court subpoenas and testimony scheduling are handled for our employees by our administration, minimizing court appearance time and costs.
- Our communication system allows law enforcement agencies to immediate direct access to our on-duty supervisors, 24 hours per day, 7 days a week. Additionally, as a still practicing forensic phlebotomist, the President is always available 24/7 to handle agency needs, ensuring a timely response and resolving issues immediately.

**PROPOSAL NUMBER 10089970-23-E,
Phlebotomy Services**

**CALIFORNIA FORENSIC PHLEBOTOMY INCORPORATED (CFP)
SCOPE OF WORK**

CFP to provide an employee on-site at Police Headquarters 8:00 p.m. through 6:00 am, seven (7) days per week to collect blood evidence as identified in the City contract. CFP understands that some of the blood draws may be forced against the will of the subject.

CFP to provide employees who shall always remain available on an on-call basis, seven (7) days per week, twenty-four (24) hours per day, three hundred sixty-five (365) a year, and agree to said employees to collect blood evidence identified in the City contract, as requested. Locations for taking of blood samples shall include, but not limited to: Police Headquarters, local hospitals, local jails, checkpoints, or other requested locations in the County. CFP understands that some of the blood draws may be forced against the will of the subject.

CFP to provide related employees to appear and conduct requested tests within one (1) hour of such request. CFP to provide twenty-four (24) access to a supervisor to remedy any problems or questions that may arise. CFP to provide medical supplies and equipment necessary to conduct tests that are not provided by the City at no cost to the City.

CFP employees, upon request of the City and/or the San Diego County District Attorney, shall appear in court or any other designated location for the purpose of discussion or testimony concerning collecting of samples. CFP's said employees agree to appear in court at the time designated by the City and/or the San Diego District Attorney. The City and/or the District Attorney will provide at least two (2) hours' notice to such appearance.

In addition to applicable laws, all blood sample collection and subsequent handling shall be conducted in accordance with direction and procedures prescribed by San Diego Police Department Crime Laboratory. Only employees of CFP, who are authorized and properly licensed, pass a police background check and are deemed acceptable by the City, hereunder shall perform services; the City will refuse to permit blood samples to be collected by any employee of CFP considered, by the City in its sole discretion, to be unacceptable.



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Change of Name or Address:

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California Department of
PublicHealth

Certified Phlebotomy Technician I

Tynishia Adkins

LICENSE NUMBER: **CPT-02018320**

March 17, 2022 March 16, 2024
START DATE EXPIRATION DATE

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

☎ Phone: (510) 620-3800

@ E-mail: LFScc@cdph.ca.gov



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Certified Phlebotomy Technician I



THIS LICENSE IS ISSUED PURSUANT TO DIVISION 2, CHAPTER 3 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, TO AUTHORIZE

Tynishia Adkins

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.



CPT-02018320

LICENSE NUMBER

START DATE: March 17, 2022

EXPIRATION DATE: March 16, 2024

SCAN WITH A SMARTPHONE CAMERA TO
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Robert J. Thomas

ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES



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California Department of
PublicHealth

Certified Phlebotomy Technician I

M D Rosario Nobiletti

LICENSE NUMBER: **CPT-00021625**

START DATE: **March 25, 2022**

EXPIRATION DATE: **March 24, 2024**

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF, LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

Phone: (510) 620-3800
E-mail: LFScc@cdph.ca.gov



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M D Rosario Nobiletti

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 **CPT-00021625**
LICENSE NUMBER

START DATE: **March 25, 2022**
EXPIRATION DATE: **March 24, 2024**

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Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
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LFS-PLS-052019



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California Department of
PublicHealth

Certified Phlebotomy Technician I

FRANCISCO MORENO

LICENSE NUMBER: **CPT-00076139**

July 14, 2021 START DATE July 13, 2023 EXPIRATION DATE

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

Phone: (510) 620-3800
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California Department of
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Certified Phlebotomy Technician I

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FRANCISCO MORENO

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SCAN WITH A SMARTPHONE CAMERA TO
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LFS-PLS-052019

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES



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California Department of
PublicHealth

Certified Phlebotomy Technician I

GUADALUPE MARIA MARTINEZ

LICENSE NUMBER: **CPT-00074194**

March 20, 2023 March 19, 2025
START DATE EXPIRATION DATE

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

Phone: (510) 620-3800

E-mail: LFScc@cdph.ca.gov



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California Department of
PublicHealth

Certified Phlebotomy Technician I

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GUADALUPE MARIA MARTINEZ

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

 **CPT-00074194**
LICENSE NUMBER

START DATE: March 20, 2023
EXPIRATION DATE: March 19, 2025

SCAN WITH A SMARTPHONE CAMERA TO
VERIFY THIS LICENSE, OR VISIT www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
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LFS-PLS-052019



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(Go to Clinical Laboratory Personnel section)

California Department of
PublicHealth

Certified Phlebotomy Technician I

Teine Neubarth-Mosher

LICENSE NUMBER: **CPT-00000204**

START DATE: **April 29, 2022**

EXPIRATION DATE: **April 28, 2024**

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF, LABORATORY
FIELD SERVICES

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Laboratory Field Services

Phone: (510) 620-3800

E-mail: LFScc@cdph.ca.gov



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California Department of
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Certified Phlebotomy Technician I

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Teine Neubarth-Mosher

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

 **CPT-00000204**
LICENSE NUMBER

START DATE: April 29, 2022
EXPIRATION DATE: April 28, 2024

SCAN WITH A SMARTPHONE CAMERA TO
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Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

LFS-PLS-052019



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(Go to Clinical Laboratory Personnel section)

California Department of
PublicHealth

Certified Phlebotomy Technician I

VIRGINIA NEUBARTH-MOSHER

LICENSE NUMBER: **CPT-00036844**

START DATE: **September 13, 2021**

EXPIRATION DATE: **September 12, 2023**

VERIFY THIS LICENSE:
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Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

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Certified Phlebotomy Technician I

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VIRGINIA NEUBARTH-MOSHER

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

 **CPT-00036844**
LICENSE NUMBER

START DATE: September 13, 2021
EXPIRATION DATE: September 12, 2023

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Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

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California Department of
PublicHealth

Certified Phlebotomy Technician I

Abigail Nieto

LICENSE NUMBER: **CPT-02311407**

February 23, 2023 START DATE February 22, 2025 EXPIRATION DATE

VERIFY THIS LICENSE:
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ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

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Laboratory Field Services

Phone: (510) 620-3800

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Certified Phlebotomy Technician I

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Abigail Nieto

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

QR CODE **CPT-02311407**

LICENSE NUMBER

START DATE: February 23, 2023

EXPIRATION DATE: February 22, 2025

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BRANCH CHIEF
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California Department of
PublicHealth

Certified Phlebotomy Technician I

April Florendo Shineman

LICENSE NUMBER: **CPT-02235954**

February 18, 2022 February 17, 2024
START DATE EXPIRATION DATE

VERIFY THIS LICENSE:
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BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

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Laboratory Field Services

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California Department of
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Certified Phlebotomy Technician I

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April Florendo Shineman

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

 **CPT-02235954**
LICENSE NUMBER

START DATE: February 18, 2022
EXPIRATION DATE: February 17, 2024

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LFS-PLS-052019

Robert J. Thomas
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California Department of
PublicHealth

Certified Phlebotomy Technician I

JOELLEN ARANDA TRINIDAD

LICENSE NUMBER: **CPT-01001436**

December 08, 2021 **December 07, 2023**
START DATE EXPIRATION DATE

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services
Phone: (510) 620-3800
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California Department of
PublicHealth

Certified Phlebotomy Technician I

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JOELLEN ARANDA TRINIDAD

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

 **CPT-01001436**
LICENSE NUMBER

START DATE: December 08, 2021
EXPIRATION DATE: December 07, 2023

SCAN WITH A SMARTPHONE CAMERA TO
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LFS-PLS-052019



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California Department of
PublicHealth

Certified Phlebotomy Technician I

Brianna A Velasquez-Dipasquez

LICENSE NUMBER: **CPT-02300292**

START DATE: **January 10, 2023**

EXPIRATION DATE: **January 09, 2025**

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

Service provided by:

California Department of Public Health
Laboratory Field Services

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California Department of
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Certified Phlebotomy Technician I

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Brianna A Velasquez-Dipasquez

TO ENGAGE IN CLINICAL LABORATORY PRACTICE ACCORDING TO THE CALIFORNIA CLINICAL LABORATORY PHLEBOTOMY LAWS AND REGULATIONS.

QR CODE

CPT-02300292
LICENSE NUMBER

START DATE: **January 10, 2023**

EXPIRATION DATE: **January 09, 2025**

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ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

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California Department of
PublicHealth

Certified Phlebotomy Technician I

ROBERT VEGA

LICENSE NUMBER: **CPT-00022204**

April 27, 2023 START DATE

April 26, 2025 EXPIRATION DATE

VERIFY THIS LICENSE:
www.cdph.ca.gov/LFS

Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF LABORATORY
FIELD SERVICES

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ROBERT VEGA

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QR CODE

CPT-00022204
LICENSE NUMBER

START DATE: April 27, 2023
EXPIRATION DATE: April 26, 2025

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Robert J. Thomas
ROBERT J. THOMAS
BRANCH CHIEF
LABORATORY FIELD SERVICES

LFS-PLS-052019

CALIFORNIA BOARD OF REGISTERED NURSING - BRN

LICENSING DETAILS FOR: 318701

NAME: LIEDHOLM, RUSSELL A

LICENSE TYPE: REGISTERED NURSE

PRIMARY STATUS: CURRENT

QUALIFICATION: LICENSED BY EXAMINATION

ADDRESS NOT DISCLOSED

ISSUANCE DATE

JANUARY 1, 1980

EXPIRATION DATE

MAY 31, 2024

CURRENT DATE / TIME

JUNE 13, 2023
1:24:1 PM

DISCIPLINARY ACTIONS

- › THERE ARE NO DISCIPLINARY ACTIONS AGAINST THE LICENSE.

PUBLIC RECORD ACTIONS

- › ADMINISTRATIVE DISCIPLINARY ACTIONS (NO RECORDS)
- › COURT ORDER (NO RECORDS)
- › LICENSE ISSUED WITH PUBLIC LETTER OF REPRIMAND (NO RECORDS)
- › AUTO DISCLOSURE (NO RECORDS)
- › PUBLIC DOCUMENTS (NO RECORDS)

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:

PROPOSAL NUMBER 10089970-23-E, Phlebotomy Services

B. BIDDER/PROPOSER INFORMATION:

California Forensic Phlebotomy Incorporated

Legal Name	Anaheim Hills	DBA	CA	92807
5812 E. Avenida Serra	City	State	Zip	
Robert J. Vega, CEO/President	(949) 309-2459	(949) 203-2133		
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.

Robert J. Vega	CEO/President/Owner
Name	Title/Position
Anaheim, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership	
Interest in the transaction	

Melissa L. Vega	Vice President/Secretary/Owner
Name	Title/Position
Anaheim, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership	
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	
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: 04/09/1986 State of incorporation: California

List corporation's current officers: President: Robert J. Vega
 Vice Pres: Melissa L. Vega
 Secretary: Melissa L. Vega
 Treasurer: Melissa L. Vega

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 04/09/1982

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:	10,000	10,000	0
b. Number of nonvoting shares:	0	0	0
c. Number of shareholders:			2
d. Value per share of common stock:		Par	\$ 1.00
		Book	\$ 60.00
		Market	\$ 300.00

Limited Liability Company Date formed: _____ State of formation: _____

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

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: Wells Fargo N.A.

Point of Contact: Richard Park Jr.

Address: 5625 E Santa Ana Canyon Rd| Anaheim, CA 92807

Phone Number: (714) 685-4020

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.: 2019025682 Year Issued: 2023

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: San Diego County Sheriff's Regional Crime Laboratory

Contact Name and Phone Number: Jennifer Harmon 858-285-6228

Contact Email: jennifer.harmon@sdsheriff.org

Address: 5590 Overland Ave, San Diego, CA 92123

Contract Date: January 1, 2020

Contract Amount: \$ 3,673,600.00

Requirements of Contract: Provide 24/7 phlebotomy services as needed to law enforcement agencies in San Diego County with a max 1 hour response time, provide court testimony as needed

Company Name: City of Anaheim/Anaheim Police Department

Contact Name and Phone Number: Lt. Richard Rochelle, 714-765-1523

Contact Email: rlarochelle@anaheim.net

Address: 425 S. Harbor Blvd., Anaheim, CA 92805

Contract Date: October 21, 2019

Contract Amount: \$ 250,000.00

Requirements of Contract: Provide 24/7 phlebotomy services as needed with a max 1 hour response time, provide court testimony as needed

Company Name: City of Costa Mesa

Contact Name and Phone Number: Lt. Victor Bakkila 714-754-4812

Contact Email: vbakkila@costamesaca.gov

Address: 77 Fair Drive, Costa Mesa, CA 92626

Contract Date: July 1, 2019

Contract Amount: \$ 400,000.00

Requirements of Contract: Provide 24/7 phlebotomy services as needed with a max 45 minute response time, provide court testimony as needed

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 # 2022557 SB (Micro) Certification - State of California

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: Not applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: Not applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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.

Robert J. Vega, CEO/President	Robert J. Vega	Digitally signed by Robert J. Vega Date: 2023.06.13 14:38:47 -07'00'	06/12/2023
Name and Title	Signature		Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

not applicable

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.

Robert J. Vega, CEO/President

Print Name, Title

Robert J. Vega

Signature

Digitally signed by Robert J. Vega
Date: 2023.06.13 14:38:59 -07'00'

06/12/2023

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: California Forensic Phlebotomy Incorporated

Certified By Robert J. Vega Name Title CEO/President


Signature

Date 06/13/2023

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: California Forensic Phlebotomy Incorporated

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 5812 E. Avenida Serra

City: Anaheim County: Orange State: California Zip: 92807

Telephone Number: 949-309-2459 Fax Number: 949-203-2133

Name of Company CEO: Robert J. Vega

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: Forensic Phlebotomy Type of License: _____

The Company has appointed: Melissa L. Vega

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: 5812 E. Avenida Serra, Anaheim, CA 92807

Telephone Number: 949-309-2459 Fax Number: 949-203-2133 Email: mvega@californiaforensicphlebotomy.com

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

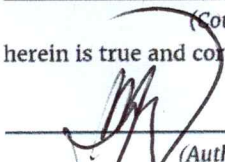
Check the box above that applies to this WFR.

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

I, the undersigned representative of California Forensic Phlebotomy Incorporated
(Firm Name)

Orange/San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 13th day of June, 2023


(Authorized Signature)

Melissa L. Vega
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: California Forensic Phlebotomy Incorporated DATE: 06/12/2023
 OFFICE(S) or BRANCH(ES): San Diego County COUNTY: San Diego

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	1										
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services		1	1	5		2				1	1	1		
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	2	6		2				1	1	1		
--------------------	--	---	---	---	--	---	--	--	--	---	---	---	--	--

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														

WORK FORCE REPORT – Page 3

NAME OF FIRM: California Forensic Phlebotomy Incorporated

DATE: 06/12/2023

OFFICE(S) or BRANCH(ES): San Diego County

COUNTY: San Diego

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 0

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

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

Workers, Extractive Crafts, Miners