

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090217-25-L, Doyle
Park Youth Enrichment Programs**

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) # 10090217-25-L, Doyle Park Youth Enrichment Programs (Contractor).

RECITALS

On or about 1/14/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide youth enrichment programs 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 Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Angie Beasley, Senior Management Analyst
9485 Aero Drive, San Diego, CA 92123
619-980-1027
ABeasley@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four additional one year period(s). 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 \$3,000,000.

ARTICLE IV WAGE REQUIREMENTS

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

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

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

CONTRACTOR

Grant Ferreira

Proposer

11454 Caminito Garcia

Street Address

San Diego Ca

City

6193796222

Telephone No.

grantferreira11@gmail.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting
Department

07/07/2025

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Grant Ferreira

Print Name

CEO

Title

3/20/25

Date

Approved as to form this 9th day of
July, 2025.

HEATHER FERBERT, City Attorney



BY: Nicole Pedone (Jul 9, 2025 10:51 PDT)

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 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a 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, Free on Board (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 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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.	5
1. Requested information included and thoroughness of response.	
2. Understanding of the scope of work and ability to deliver as exhibited in the Executive Summary.	
3. Exceptions to RFP.	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement.	
2. Availability/Geographical location of personnel for required tasks.	
3. Clearly defined Roles/Responsibilities of personnel.	
4. Documentation proof for Staff who have passed/cleared any security background checks.	
C. Firm's Capability to provide the services and expertise and Past Performance.	50
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Minimum five years of experience offering similar recreation programs for public service agencies.	
4. Business (or Business Office) and employees must reside in San Diego County.	
5. Past/Prior Performance.	
6. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
7. Reference checks.	
D. Price.	10
E. Mandatory Interview/Oral Presentation. (if held pursuant to Section 3.3)	15
1. Technology	
2. Communication	
3. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. 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 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful proposer is required to submit the following documents to P&C **within ten business days** from the date on the Notice of Intent to Award letter:

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

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

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

4. Reserved.

5. Reserved.

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. SPECIFICATIONS.

Contractor shall conduct the Doyle Park Youth Enrichment Programs, which shall be comprised of an enrichment afterschool recreational program and a holiday break enrichment camps program, at Doyle Recreation Center located at 8175 Regents Road, San Diego, CA 92122, as further set forth in this Exhibit B. Contractor must have a minimum of five years of full-time continuous experience running enrichment recreational activities and summer and holiday enrichment camp programs, and of providing the following services (as further described in this Exhibit B): supervising large groups of children within instructional activities, enforcing proper safety protocol for First Aid and CPR, following proper field trip procedures, and managing five or more staff. Classes and camps will not be conducted on the following City observed holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Contractor cannot collect monies on site for any programs or under any circumstances.

The Doyle Park Youth Enrichment Programs must include daily purposefully planned activities that fulfill children's need for physical activity and insure healthy social-emotional development. Behavior expectations, rules, procedures, and daily routine must be established and uniformly implemented to provide children with the stability and predictability needed to feel comfortable and safe. Physical education model contend standards for California public schools (<https://www.cde.ca.gov/be/st/ss/documents/pestandardss.pdf>) should be used to choose age appropriate games that target the development of fine and gross motor skills and promote aerobic activity. Structured team-based physical activities should facilitate peer collaboration, leadership and communication skills, sportsmanship, and self-esteem for a minimum of 60 minutes a day. When not engaged in structured games and activities, the Contractor should provide homework assistance. During playground time, children must be closely monitored.

1. ENRICHMENT AFTERSCHOOL RECREATIONAL PROGRAM. The enrichment afterschool recreational program is designed for children between the ages of 5- 12 years old that attend Doyle Elementary School throughout the school year **and when school is in session**. Contractor staff will collect children at the end of the school day from Doyle Elementary School, check rosters and complete a headcount to ensure all children are accounted for before walking all the children safely over to the Doyle Recreation Center.

Contractor must provide recreational enrichment programs that begin after school dismissal which varies from regular dismissal at 2:00 p.m. and minimum day dismissal at 12:00 p.m. It is the Contractor's responsibility to maintain updates on the school dismissal schedule. Programs must be provided until at least 6:00 p.m. Contractor must provide multiple sessions throughout the week in compliance with program hours specified in Section 1.1. All sessions and program hours must be approved by City Representative prior to enrollment. The maximum enrollment authorized for all combined sessions is a total of 75 participants per day. Upon request and per site supervisor approval, facility may be available for program use after 6:00pm.

The program hours must be divided up into multiple sessions to comply with program hours identified in Section 1.1. For example, sessions can be divided up as:

- **Monday(4hrs), Wednesday (6hrs), Friday (4hrs) = 14 program hours**
- **Tuesday (4hrs) and Thursday (4hrs) = 8 program hours**
- **Daily Drop-in: regular dismissal = 4 program hours**
- **Daily Drop-in: early dismissal = 6 program hours**

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Program Sessions Offered per Season as Follows:

SUMMER	June – August
FALL	September – November
WINTER	December – February
SPRING	March – May

1.1 Program Hours. Contractor is responsible for scheduling program meeting dates and times based on the **descriptions listed above and the following guidelines:**

1.1.1 Ages 5 and below: Contractor is responsible for not exceeding the maximum of 12 program hours per week/**or session.**

1.1.2 Ages 6 and up: Contractor is responsible for not exceeding the maximum 16 program hours per week.

2. SEASONAL ENRICHMENT CAMP PROGRAM. The seasonal enrichment camp program is designed for children between the ages of 5 – 12 years old during the seasonal break from school including holiday breaks and summer break. The seasonal camp program is open to all children regardless of which school they attend. All field trips must be pre-approved by the Technical Representative. Prior to the City advertisement of the summer camp program, Contractor is required to set up a meeting with the Doyle Recreation Center Director and Area Manager to discuss field trip destinations and review Contractor's proposed safety protocols to ensure children are accounted for and safe throughout the entire outing.

The seasonal enrichment camp program meets five days a week, with weekly or daily sessions, from 7:30 am until 5:30 pm. The maximum enrollment authorized of both the weekly session and the daily sessions is a combined total of 75 participants per day. Seasonal Enrichment Camp Programs are offered when school is not in session.

B. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and/or performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

C. PROGRAM COSTS. The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor in Exhibit E, "Price Schedule" to this Contract.

D. STANDARD OF PERFORMANCE. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession and will use reasonable diligence and best judgment while exercising its professional skill and expertise. City expects the result of Contractor's Services to be the enjoyment and increased knowledge, skill, and/or ability of program participants. Contractor has sole control over the manner and means of accomplishing this result; however, the City may monitor Contractor's performance under this Contract to ensure these results and that Contractor is complying with the terms of this Contract.

E. COMPENSATION. Contractor will be compensated for Services provided in accordance with Exhibit E to this Contract, excluding any fees that are refunded.

City will establish a Purchase Order based on the terms of this Contract. To be paid for each program provided, Contractor must submit an invoice to the City to initiate payment for services. Final invoice must be submitted within 15 days of completion of the program. The request to initiate payment must be accompanied by the program activity number assigned to the program in the online registration software. Failure to list the program activity numbers may result in delay in payment.

F. CONTRACT SERVICES. The parties understand Contractor is responsible for performing the Services and has the sole discretion with regard to the manner and means in which these Services are performed. For the purpose of this Contract, the Contractor, Contractor's employees, and subcontractors will not be considered employees of the City for any purposes.

G. SUBCONTRACTING. Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Nothing contained in this Contract will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor to the terms of this Contract unless approved in writing by City in advance of subcontractor's commencement of any work under this Contract.

H. INSTRUCTOR(S) AND ASSISTANT(S). Contractor shall designate the instructor(s) and assistants for each program in Exhibit E, section C to this Contract. Contractor may utilize, at Contractor's own expense, the instructors and assistant(s) listed in Exhibit E, section C to this Contract to help perform the Services. Contractor may not utilize anyone who is not listed in Exhibit E to this Contract without obtaining the prior approval of the Technical Representative.

All instructors and assistants identified in Exhibit E, section C to this Contract must complete the City's criminal history background check with Live Scan fingerprints, prior to such instructor or assistant performing any of the Services under this Contract. At least one instructor/assistant must be CPR/First Aid certified during all operating hours of the program.

Assistants must be at least 16 years of age and have a valid work permit. Assistants may not teach in place of the identified instructor without prior written approval of the Technical

Representative. Assistants teaching in place of the identified instructor must be at least 18 years of age. Contractor is solely responsible for supervising the work of all instructors and assistant(s).

I. RATIO. Contractor is responsible for maintaining the following adult to child ratios:

1. Classes
 - 1.1 1 Instructor for up to 15 participants (Ages 6 and up)
 - 1.2 1 Instructor for up to 12 participants (Ages 5 and below)
2. Camps
 - 2.1 1 Instructor for up to 15 participants (Ages 6 and up)
 - 2.2 1 Instructor for up to 12 participants (Ages 5 and below)

J. BACKGROUND CHECK. Prior to performing any work under this Contract, Contractor, its employees, and any subcontractors must complete a criminal history background check with the City at Contractor's sole expense. The City reserves the right to require additional criminal history background checks periodically at its discretion and at the Contractor's sole expense. Should Contractor, Contractor's employees, or subcontractor's fail the City's criminal history background check, the City may immediately terminate this Contract and/or disqualify the Contractor from performing future services for the City.

K. MANDATED REPORTER(S). Contractor, its employees, and any subcontractors are "mandated reporters" within the meaning of California Penal Code section 11165.7(a) and must comply with the mandatory reporting requirements contained in California Penal Code section 11166.

L. MUSIC AND FILM. The Contractor shall not use, play, or perform copyrighted music or film without appropriate licensing or other permission. It shall be Contractor's sole responsibility to ensure it only uses or performs copyrighted materials for which the City has obtained a valid license. A current list of the City's license contracts can be provided upon request to the Technical Representative. Should Contractor desire to use copyrighted materials for which the City does not have a license, Contractor shall obtain its own license from the appropriate licensing entity before Contractor uses the copyrighted materials. Contractor shall ensure that (1) the City is named in the license; (2) each City premise/location where Contractor intends to perform the music is identified in the license; and (3) Contractor has provided City with a fully executed copy of the license at least ten (10) days prior to the use or performance. The City shall notify Contractor in writing of any other approved licensing entity and any additional Contractor requirements imposed upon Contractor by the City by virtue of its licensing contract with licensing entity.

M. PROGRAM ADVERTISEMENT. The City will advertise Contractor's program(s) in the applicable seasonal brochures and in any other manner the City determines is appropriate. Contractor may also advertise Contractor's program(s) in any manner Contractor determines is appropriate, subject to the prior written approval of the Technical Representative. Contractor must obtain photo releases from any adult enrollee or the legal guardian of minors prior to any marketing or promotion with use of photos of enrollees.

N. PROGRAM ROSTER. The City will provide the Contractor a roster prior to the first program meeting. Contractor will notify the City if there are any discrepancies in the roster prior to the second program meeting. Contractor will not allow a person to participate in a program unless the person appears on the program roster and has signed a liability waiver

form. The parent or legal guardian are required to agree and sign the liability waiver when they register for each program using the City's on-line class registration software.

O. ATTENDANCE. Contractor will mark each day's attendance on the class attendance sheet and submit the completed attendance sheet to the City at the end of the program.

P. CITY CANCELLATION. The City may cancel a program if the City does not receive registration from the minimum participants as specified in Section A, above, of this Exhibit B. Contractor will not be compensated for any program cancelled due to low enrollment.

Q. CONTRACTOR CANCELLATION AND RESCHEDULING CLASS DATE(S). Contractor may not cancel or reschedule a program meeting without prior approval of the Technical Representative. Contractors are solely responsible for informing enrollees of any cancellations or rescheduled programs.

R. USE OF CITY FACILITIES. City will allow Contractor to use the City facility(ies) identified by the City on the day(s) and at the time(s) indicated in Section A, above, of this Exhibit B. Contractor must abide by the start and end times of each program stated in Section A, above, of this Exhibit B.

S. SAFETY. Contractor will be required to comply with all City of San Diego Parks and Recreation Department's Safety Rules, including, but not limited to, the Child Safety and Supervision Procedures, if applicable, attached to this Contract as Exhibit F. The City of San Diego Parks and Recreation Department's Safety Rules will be provided, presented, and disseminated to Contractor by City.

T. ADDITIONAL REQUIREMENTS. Contractor agrees to provide program information to the Doyle Recreation Center Director and public upon request. Information includes, but not limited to, a program description, adult to child ratios, and policies. The Doyle Recreation Center Director is the site supervisor responsible for facility management and recreational programming for their assigned facility. Contractor agrees that should programs be canceled or start late, they are responsible for notification to City staff at the Doyle Recreation Center office and all participants listed on the City's program rosters. Contractor agrees to make up all canceled program dates. Contractor agrees that make-up dates will be coordinated directly with the Doyle Recreation Center Director. If make-up dates cannot be accommodated within the scheduled season, participants will be refunded for missed dates and Contractor will not receive payment for refunded dates.

U. ADDITIONAL REQUIREMENTS FOR RESPONSE TO RFP.

1. Executive Summary. As part of the Contractor's response to the Executive Summary of the RFP (in accordance with Exhibit A, section A, item 2, Tab B), Contractor shall provide documentation that demonstrates that the Contractor has a minimum of five years of full-time continuous experience running afterschool recreational programs and summer and holiday break camp programs and providing the following services: supervising large groups of children within indoor and outdoor environments, enforcing classroom and behavioral management skills, and implementing recreational activities. In addition, the Contractor shall provide a brief summary of their understanding of the requirements of providing a large afterschool program and summer and holiday break camp program as detailed in Section A, above, of this Exhibit B.

2. **Staffing Plan.** Contractor shall verify that they have a business office and a program manager that reside in San Diego County and have adequate staffing to operate the Doyle Youth Program by providing a list of personnel with a clear description of their roles and responsibilities. The proposals shall also include resumes for every individual that will provide the Services and include all applicable certifications and training.

3. **Resources.** Contractor shall provide a list of resources or equipment that Contractor intends to utilize to provide high-quality program.

V. **PROGRAM CHANGES.** Based on public participation levels and recreational trends, programs and/or locations may be added or modified as needed to enhance recreational programming provided that changes are consistent with the pricing structure as presented in Exhibit E Price Schedule. Program additions or changes will be based on the City's desire to meet the recreational needs of the communities and the Contractor's ability to provide the requested services. The Contractor may propose program changes that will improve services and/or provide greater variety for participants to the City for consideration.

W. **PRICE SCHEDULE.** Proposers are required to submit their prices on the City's Price Schedule herein attached as Exhibit E, Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule and/or failure to complete the Price Schedule in full may be cause for the proposer's proposal to be considered non-responsive and unacceptable.

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 within 15 days of received invoice, 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 breakdown including quantity of participants and corresponding contracts rates along with a roster of participants supporting invoice detail and a total amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City upon completion of each program session. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Reserved.

3.2.4 Reserved.

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%, or the City's annual Living Wage increase. 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, or the City's Living Wage increase). 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 Reserved.

5.2 Reserved.

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 Reserved.

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 Reserved.

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 Reserved.

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.

EXHIBIT D

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

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

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**EXHIBIT E
PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as indicated in the "Program Price Tabulation" below. **All bids must reflect the program hours for each Enrichment Afterschool Recreational program and camp sessions.**

Program Price Tabulation				
Doyle Recreation Center	Number of Days	Estimated Participants per Day	Price Per Participant per Day	Estimated Price per Year*
A. <u>CLASSES</u>: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily Rate – Half Day/Early Dismissal	50	75	\$28.00	\$105,000 /YR
Daily Rate – Standard Day/Regular Dismissal	150	75	\$21.00	\$236,000 /YR
TOTAL SECTION A, CLASSES:				\$341,250 /YR
B. <u>CAMPS</u>: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily camp rate	80	75	\$43.00	\$258,000 /YR
TOTAL SECTION B, CAMPS				\$258,000 /YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$599,250 /YR

* Calculation: "Number of Days" x "Estimated Participants per Day" x "Price per Participant per Day" = "Estimated Price per Year"

PARK AND RECREATION TRAINING ATTENDANCE RECORD

Subject: Child Safety and Supervision Procedures (Refresher Training)

Description: Distributed and reviewed the CHILD SAFETY AND SUPERVISION PROCEDURES for:
 (a) PRESCHOOL AND DAY CAMP PROGRAMS
 (b) ACTIVITIES FOR CHILDREN AGES 6-12 YEARS
 (c) SPECIAL EVENTS AND OPEN PLAY

at every site where there are preschool-age programs (ex., tiny tots), day camps, activities for 6-12 year olds, special events or open play. Reviewed and posted in a prominent location in all facilities the Department Public Information Office flyer: WHAT TO DO WHEN A CHILD IS MISSING and WHEN A CHILD IS FOUND.

Audience: All paid staff (including grounds maintenance, recreation, and administrative employees), volunteers (registered including coaches), and contractual staff (who provide programs for preschoolers, 6-12 year olds, day camps, or special events).

Requirement: Required ANNUALLY for all Department employees, volunteers and contractors who work with children. This tailgate packet is available on the intranet: <http://citynet/training/tailgate/index.shtml>.
 (Updated 3/12)

Date: 11/29/25 **Start Time:** 12:00pm **End Time:** 1:00pm
Location: Doyt Park **Presenter:** Grant Ferreira

If presenter is Park and Recreation Department employee, indicate Employee I.D. Number: _____

Employee I.D. Number	Print Name	Job Class	Signature
1. _____	Angela Oschmann	_____	<u>Angela Oschmann</u>
2. _____	Grant Ferreira	_____	<u>Grant Ferreira</u>
3. _____	Griffin Bonner	_____	<u>Griffin Bonner</u>
4. _____	Jack Stodolsky	_____	<u>Jack Stodolsky</u>
5. _____	Isabel Kier	_____	<u>Isabel Kier</u>
6. _____	Arielle Whetton	_____	<u>Arielle Whetton</u>
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____

Check method(s) used in this training to demonstrate each attendee listed learned key points:

☒ Verbal response to questions ☐ Written test
☐ On-site demonstration of task ☐ Other: _____

Division: _____ **District Manager:** _____

Supervisor (of those in attendance): Grant Ferreira **Phone No.** _____

KEEP ORIGINAL. SEND COPY TO TRAINING OFFICE MS 33 or FAX 619/52-58251 WITHIN TWO WEEKS.

C. INSTRUCTOR(S) AND ASSISTANT(S)

Contractor shall designate all the instructor(s), assistants, and any other employees or volunteers. Contractor shall also provide a summary and/or resumes for all instructors as an attachment to their proposal.

Instructor and Assistant List			
Name	Date of Background Clearance	Years of Experience as an Instructor/Assistant	Other Relevant Experience
Grant Ferreira	2021	15 years	10 years running business
Angela Oschmann	2021	16 years	5 years of ECE experience
Steven Ely	2019	15 years	Credentialed PE teacher with masters
Megan Nielsen	2019	10 years	Credentialed teacher finishing masters
Scott Mendenhall	2019	10 years	Credentialed teacher with masters
Kristen De Leon	2022	2 years	Credentialed ECE teacher
Tony Destino	2023	2 years	Credentialed PE teacher
Arielle Wheaton	2023	2 years	Working towards teaching degree
Griffin Bonner	2022	3 years	Experience in elementary classrooms
Kate Hunt	2023	2 years	Working towards teaching degree
Rachel Stodolsky	2023	2 years	Working towards teaching degree
Jack Stodolosky	2023	2 years	Volunteer Experience in UTK class
Jenny Allen	2021	12 years	Credentialed teacher
Isabelle Kier	2024	1 year	
Kylan Hobart	2023	2 years	
Melissa Ferreira	2019	10 years	Credentialed teacher with masters

Tab A: Submission of Information and Forms



Tab B: Summary and Responses to Specifications





Solicitation Number: 10090217-25-L

Request for Proposal for Doyle Park Youth Enrichment Programs

March 21, 2025

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EXECUTIVE SUMMARY

The City of San Diego (the “City”) is seeking a contractor to conduct the Doyle Park Youth Enrichment Programs, which is comprised of afterschool enrichment programs, summer enrichment programs and holiday break enrichment programs. Doyle Park Kidz Kamp (“DPKK”) has been operating Doyle Youth Programs for over 20 years. We are best positioned to provide the City with all services outlined in the RFP given our experience, leadership, strategic approach, and commitment to the City and Doyle community.

DPKK’s Experience with the Doyle Youth Programs.

Continuity and familiarity are essential for the proper development of school age children. DPKK staff has 80 years of collective experience operating the Doyle Youth Program. We have had zero safety incidents in our last 15 years since Grant has been working at DPKK. The value we bring to the community is evident by 13 consecutive years of year over year average enrollment growth and positive feedback from our children and parents regarding the efficacy of our program. Our strong, existing relationships with Doyle Youth Program children and our strategic, measured approach to care and development uniquely qualify us to leverage our current progress with each child and achieve the best possible results in fostering social-emotional development and instilling the value of physical activity.

DPKK’s Leadership and Direction

DPKK staff has a wealth of youth enrichment program, teaching, and general management experience, which has been instrumental in the continued success of the Doyle Youth Program. As owner and Director of Operations in the last 10 years, Grant’s high standards and leadership have created more value for the community and growth in the program than ever before. Grant’s background includes over 18 years of experience managing the indoor and outdoor enrichment activities of school aged children in a healthy safe environment. In addition, Grant has six credentialed teachers on staff, and each supervisor has served the Doyle Youth Program for 11 years or more.

DPKK’s Strategic Approach

DPKK uses a strategic approach to ensure our program is cost effective for families, has strong attendance, and is continuously improving. Grant is consistently assessing competitor rates and the overall climate in the Doyle community to ensure DPKK is cost effective for families and competitive in the greater UC area for all services provided. Our advertising strategy is diverse and effective using signs around the community, PeachJar fliers, Yelp advertising, Google Ads, and Doyle Elementary’s PTA. In addition, Grant and the management team consult one-on-one with teaching professionals to remain current on best practices and leverage feedback from parents/program stakeholders to inform DPKK’s annual strategic planning, measurement of progress, and continuous improvement efforts.

DPKK’s Commitment to the City of San Diego and the Doyle Community

Over the last 20 plus years DPKK and the Doyle community have developed a trust and reliance on one another that we relish and are committed to continuing. In addition to the children and parents, Grant and his team cultivated and maintain strong relationships with Doyle Elementary School, Doyle Park Recreation Center staff, and The San Diego Parks Foundation. All DPKK staff are located in San Diego. As a small business owner and community member, Grant volunteers his own time and resources to the school and Recreation Center. We are also proud to note that we have been certified as an Emerging Local Business Enterprise (ELBE) by the City of San Diego.

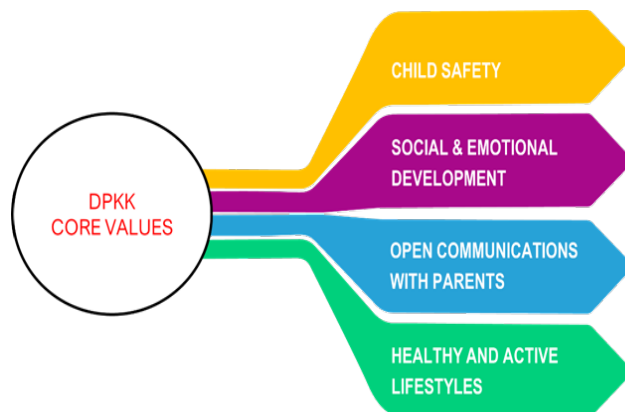
PROPOSERS RESPONSE TO THE RFP

1. About Doyle Park Kidz Kamp

Since 1996, Doyle Park Kidz Kamp (DPKK) has been ingrained in the fabric of the Doyle Elementary School community and neighborhood at large. We provide high quality, activity-based after school enrichment programs for Doyle Elementary students during the school year and transition to a day camp enrichment program open to all school-age children during school breaks including Thanksgiving Break, Winter Break, Spring Break, and Summer Break. Our quality of care is maintained through a highly qualified staff, communication and involvement within the community, consistent adherence to child safety protocols, and purposeful daily planning of activities.



We offer year-round youth enrichment programs developed and operated with our core values in mind, upholding highest standards of excellence, and ensuring adherence to all required safety protocols. All of our youth enrichment programs offer daily structured games, arts and crafts, homework help, steam projects, science experiments, and snacks. During the summer and holiday break enrichment camps we are open from 7:30am to 5:30pm offering a full day of enrichment programs. Our summer enrichment programs includes weekly field trips, all of which are local and in safe and controlled establishments. We also help support City programs and small businesses by taking our children to local facilities where they can enjoy themselves in a safe and controlled atmosphere. Rigorous training, staff continuity, and management oversight help ensure all staff follow our field trip procedures.



DPKK's core values are consistent with what the City of San Diego is looking for in a youth program provider. Under the leadership of Grant Ferreira — current owner and director—DPKK is qualified to continue executing all components as described in Exhibit B of the RFP.

2. Our Team / Staffing



GRANT FERREIRA

OWNER / DIRECTOR/ CEO
GRANTFERREIRA11@GMAIL.COM
(619) 379-6222

Our Leader

As the owner and director, Grant's passion for youth programming began as a teenager, working with his smaller cousins on the soccer field and basketball court. He continued to work with children during his time in college in Santa Barbara where he coordinated youth flag football, soccer, and basketball leagues. Working hand in hand with coaches, parents, and referees to ensure sportsmanship and teamwork are promoted while children are having fun. Grant's focus shifted to youth programs and full day enrichment programs when he moved home to San Diego. Grant's commitment to his personal values of fairness, honesty, respect, trust, and perseverance became the foundation for the development of the DPKK core values and culture. He has worked for the last 15 years promoting the DPKK core values and instilling a culture of safety and a team-first mentality across the staff, children, and community. His passion and hard work have elevated a previously underperforming program to the top youth programs in the Parks and Recreation system.

Our Supporting Staff's Roles and Credentials

Our DPKK staff is our strongest asset and is what truly makes our operation so special. DPKK maintains a stable school year and summer staff including two onsite supervisors with over 30 years combined experience working at DPKK. That consistency enables our Kamp Kids to develop meaningful relationships with staff members. All of our current school year staff and seasonal staff are located in

"GRANT AND THE ENTIRE STAFF AT KIDZ KAMP ARE OUTSTANDING. MY SONE HAS BEEN ATTENDING FOR 5 YEARS NOW AND I HIGHLY RECOMMEND IT."

GOOGLE CUSTOMER TESTIMONIAL

"THERE'S NOT ENOUGH WORDS TO DESCRIBE HOW GREAT KIDZ KAMP PROGRAM IS. GRANT AND THE REST OF THE STAFF MAKE YOU FEEL LIKE PART OF A BIG FAMILY. MY KIDDO HAS LOVED EVERY MINUTE OF BEING THERE. I LIKE THAT THEY KEEP THE KIDS ACTIVE, ENTERTAINED, AND HAPPY. IF I COULD GIVE THEM 10 STARS I WOULD"

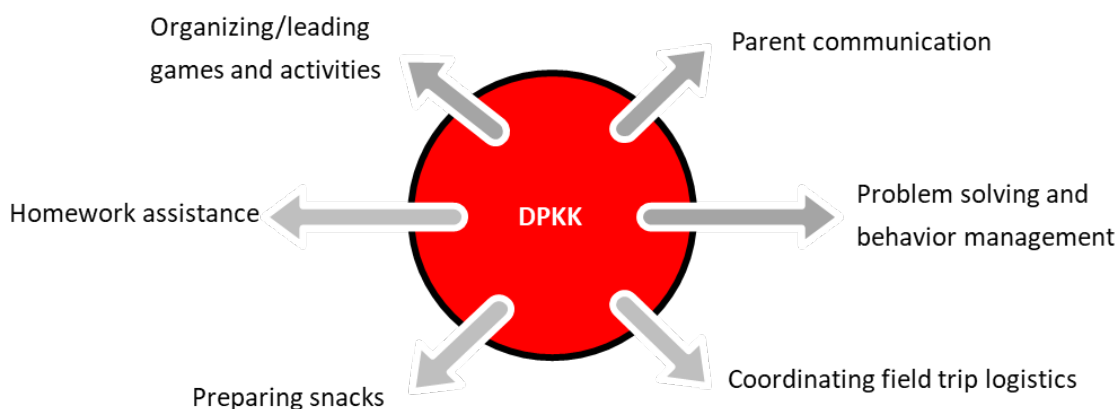
YELP CUSTOMER TESTIMONIAL

San Diego. Our seasonal staff, which includes seven credentialed classroom teachers, has over 50 years of experience at DPKK. All staff are CPR/ First Aid certified. Our consistent and experienced staff allows DPKK to continue to grow an established rapport with Doyle Elementary administration/teachers/staff, Doyle Recreation Center staff, all participating parents, and most importantly, the children. Additionally, we are able to maintain consistent routines and behavior expectations essential to a healthy social-emotional environment for children.

Our community is diverse, and we take that into consideration when we hire and train our staff. Staying in touch with the cultural and socioeconomic climate of the Doyle community is something we take pride in. Maintaining a diverse staff helps our program remain culturally sensitive. All new staff are trained on our community, cultural considerations/sensitivity, and how best to create an inclusive, diverse environment in all interactions. Strong hiring, staff continuity, and consistently mindful training creates prepared and sensitive staff regarding any and all cultural differences within our community. We serve on average 60 children a day, and English is a second language for half of them. Our staff is proactive in identifying linguistic and cultural considerations with parents/families, and our management team ensures these considerations are communicated and understood by all staff members to ensure all children are set up to succeed and sustain that success.

Employee Responsibilities

All employees understand their duties and responsibilities, which include but are not limited to what is outlined below. All employees also understand the expectation of adopting the high standards of excellence with which DPKK operates in all areas.



Name	Role
Grant (Owner/Supervisor)	Works on all facets of the program. Strategic planning, staffing, training, field trip planning/training, daily planning, parent communication, games/activity protocols, problem solving, purchasing of all goods, payroll, and marketing.
Angie (Supervisor)	Strategic planning, field trip organizing, daily planning, parent communication, staffing, homework help, and problem solving.
Arielle (Assistant Supervisor)	Strategic planning, daily planning, staffing, parent communication, arts/crafts, office organization, homework help, and problem solving.
Kristen (Assistant Supervisor)	Daily Planning, parent communication, games and activity set up, homework help, and coordinating participation of extra-curricular activities. Credentialed ECE teacher
Jenny (Summer Supervisor)	Daily planning, child management, homework help, and games and activity set up. Credentialed Teacher.
Kate (On-Call Counselor)	Child Management, daily planning, homework help, and games and activity set up.
Rachel (On-call Counselor)	Child Management daily planning, homework help, and games and activity set up.
Scott (Lead Summer Counselor)	Child Management, daily planning, games, homework help, and activity set up. Credentialed Teacher.
Melissa (On-Call Counselor)	Strategic Planning, Child Management, daily planning, homework help, and games and activity set up. Credentialed Teacher with Masters.
Steven (Lead Summer Counselor)	Strategic Planning, Child Management, daily planning, games, and activity set up. Credentialed PE Teacher with Masters
Griffin (Counselor)	Child Management, daily planning, homework help, and games and activity set up.

Name	Role
Jack (Counselor)	Child Management, daily planning, homework help, and games and activity set up.
Tony (Lead Summer Counselor)	Strategic Planning, Child Management, daily planning, games, and activity set up. Credentialed PE teacher.
Isabelle (Counselor)	Child Management, daily planning, homework help, and games and activity set up.
Megan (Summer Supervisor)	Daily planning, child management, homework help, and games and activity set up. Credentialed Teacher.
Kylan (Summer Counselor)	Child Management, daily planning, homework help, and games and activity set up.

3. Strategic Approach and Continuous Improvement

Grant leads an annual strategic planning effort in which the DPKK management staff reviews: 1) how we have performed in achieving our mission to provide high quality youth programs with an emphasis on child safety, and 2) how we can improve in achieving our mission. This planning effort includes establishing goals and associated key performance indicators, which enable our staff to measure progress, quality, and efficacy. Our staff uses feedback mechanisms, such as parent surveys on program satisfaction and their intent to re-enroll, and we use data-driven tracking, such as child enrollment figures, staff retention records, safety-based incidents, and complaints, to gather meaningful data which drives our key performance indicators. In addition to measuring progress, our key performance indicators enable and reinforce a culture of continuous improvement across our staff. Continuously improving our performance and the services we offer the Doyle community is of the utmost importance to DPKK, which is why we use the strategic approach outlined above to ensure continuous improvement is a cornerstone of our culture, training, and every day operations.

4. Capacity/ Capability/ Program Hours

DPKK currently has the capacity and capability to serve all three Doyle youth programs and support continued growth. DPKK has served the youth enrichment afterschool programs, summer camp enrichment programs, and holiday break enrichment camp programs at the maximum enrollment level of 75 children per week, respectively, and is prepared to support the programs at that level or flex down as required. Based on 20 years of experience operating the Doyle youth programs, DPKK understands how to maximize the Doyle Recreation center space to create dynamic programs that achieve excellent results. Our on-call staff and thorough contingency planning enables us to ensure our staff to child ratios remain consistent regardless of unexpected absences (which are extremely rare for us!)

In regard to equipment, toys, auxiliary items, and snacks, Grant and our supervisors are meticulous in planning, inventory management, onsite storage, and procurement to ensure all program needs and safety standards are met. In addition, the management team selects, uses, and maintains quality and age-appropriate equipment across all programs.

To align with the updated program hours outlined in Section 1.1, we have restructured our afterschool enrichment program to ensure flexibility and accessibility for families while strictly adhering to the new enrichment afterschool program hours outlined in the subsection 1.1. Our new enrollment options will adhere to the 16 hours for children 6 and up and the 12 hours for children 5 and below.

Weekly enrollment will shift to a two a day model excluding Wednesday, and we will continue to offer daily enrollment options. Wednesday is an early dismissal at Doyle Elementary, and we have created a Half Day Program to fill that day. The dismissal time at Doyle elementary is 2pm on M-T-Th-F and 12pm on Wednesday. We will offer our 2 day program and half day program for all participants as well as our daily programs on M-T-Th-F and our new Wednesday half day program. See below for enrollment example:

Day(s)	Enrollment Option
Monday & Tuesday	Option 1
Thursday & Friday	Option 2
Wednesday	Option 3
Individual Day	Option 4

Our Half-Day Program will offer a different enrichment program from our M-T-Th-F afterschool enrichment program. During our Half-Day program we will provide a STEAM lesson, sports programs, raffle and prizes, and collaborative homework sessions. We are excited to offer a unique Half-Day program and to offer new options for Doyle students and the surrounding community.

Our updated afterschool enrichment model and the new Wednesday program will allow DPKK to adhere to the new program hours with precision and accountability. We will be open and transparent with parents regarding the new enrollment policies. DPKK's strong relationship with the surrounding community and Doyle elementary will help with the transition for the new enrollment options and the corresponding time requirements. DPKK has over 20 years of experience working with the City to create enrollment options that are best suited for the community and Doyle elementary, this strong connection gives DPKK the advantage over other possible respondents.

5. Past & Performance

One of our competitive advantages when compared to other contractors who may be responding to the RFP is our past performance. DPKK has a proven track record of providing a youth program that can safely manage large groups of children in indoor and outdoor environments while promoting healthy social-emotional development. Offering a year-round program for our community is one of the reasons we have created and maintained strong connections within the greater San Diego area.

During our summer break enrichment program we offer weekly field trips, large group activities, and a fun filled schedule helping children remain physically active. Our holiday break youth program offers a full day of care during the major school closures. Remaining open during these dates is a need for our community and we are steadfast in our commitment to meeting this need.

DPKK has excelled in operating all three Doyle youth programs, which is evident in our strong performance across key performance indicators. Our average enrollment has grown across each program year over year for the last 10 years. Our staff retention rate has been 90% or higher for the last 5 years. We have experienced no safety incidents/accidents with our children or staff in the last 11 years. We have received no complaints from parents or families regarding our program or quality of care in the last 11 years. We are also extremely proud that 96% of the parents polled during our surveys at the conclusion of each program last year confirmed their satisfaction with the program and their intent to re-enroll.

6. Curriculum and Purposeful Daily Planning

DPKK staff collaborate daily to purposefully plan activities that fulfill children's need for physical activity and ensure healthy social-emotional development. Behavior expectations, rules, procedures, and a daily routine have been established and are uniformly implemented by all staff to provide children with the stability and predictability needed to feel comfortable and safe. SPARK PE curriculum and California Department of Education's Physical Education Content Standards are used to choose age appropriate games that target the development of fine and gross motor skills and promote aerobic activity. Team-based activities facilitate peer collaboration, leadership and communication skills, sportsmanship, and self-esteem. Children participate in these structured, aerobic games for a minimum of 60 minutes a day per guidelines provided by the US Department of Health and Human Services.

Our Half-Day Program features a well-rounded enrichment curriculum distinct from our M-T-Th-F enrichment programs. Each session includes a hands-on STEAM lesson, engaging sports activities, and structured collaborative homework sessions. Students will also have opportunities to participate in team challenges and interactive learning experiences. This program is designed to foster creativity, teamwork, and academic growth while providing an exciting and enriching environment for Doyle students and the surrounding community.

Introduction to STEAM	Objective	Practice
Concepts and Creation	Introduce youth to the STEAM disciplines and foster their curiosity and interest in the subjects.	<p>Science: Hands-on experiments (chemical reactions, buoyancy, magnetism).</p> <p>Technology: Coding concepts through interactive games and puzzles.</p> <p>Engineering: Building structures using popsicle sticks, straws, and playdough.</p> <p>Arts: Creating 3D models or designing inventions.</p> <p>Mathematics: Math games reinforcing counting, geometry, and problem-solving.</p>
Environmental Science & Sustainability	Develop understanding of environmental science and promote sustainable practices.	<p>Science: Explore ecosystems and biodiversity through nature walks and sample collection.</p> <p>Technology: Investigate renewable energy using simulations and hands-on experiments.</p> <p>Engineering: Design eco-friendly structures like birdhouses or solar ovens.</p> <p>Arts: Create artwork using recycled materials.</p> <p>Mathematics: Analyze data related to climate change, pollution, or resource conservation.</p>
Robotics & Engineering	Introduce youth to robotics and engineering while promoting teamwork and problem-solving skills.	<p>Science: Learn robotics principles (sensors, actuators, programming).</p> <p>Technology: Build and program robots using robotics kits.</p> <p>Engineering: Participate in challenges like bridge or tower building.</p> <p>Arts: Create robot-inspired art or design robot costumes.</p> <p>Mathematics: Use measurement, angles, and proportions to optimize robot movements.</p>

Space Exploration	Spark interest in space and astronomy while fostering critical thinking and scientific inquiry.	<p>Science: Learn about the solar system, stars, and planets through stargazing and demonstrations.</p> <p>Technology: Explore space-related technologies like telescopes and satellites.</p> <p>Engineering: Design and launch model rockets, analyzing collected data.</p> <p>Arts: Create space-themed artwork using various media.</p> <p>Mathematics: Calculate distances, speeds, and orbits of celestial bodies.</p>
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Theme	Activities
Foundations of Movement & Fitness	Warm-ups & stretching (dynamic stretches, agility drills), relay races, tag games, obstacle courses, coordination, balance, endurance drills, mini-challenges (jump rope contests, speed ladder drills).
Soccer & Basketball Fundamentals	Soccer: Dribbling, passing, shooting, small-sided games. Basketball: Dribbling, passing, layups, shooting drills.
Sportsmanship Focus: Communication & Teamwork	Team sports & collaboration (throwing, catching, running drills).
Leadership Focus: Encouraging Teammates & Strategy	Strategy discussions, leadership in gameplay, peer encouragement exercises.
Wellness Focus: Goal Setting & Perseverance	Strength training (bodyweight exercises, core workouts), agility & speed drills (ladder drills, reaction games), cooperative games (Ultimate Frisbee, tug-of-war, team-building exercises).
Character Focus: Growth Mindset & Pushing Limits	Overcoming challenges, sports psychology discussions, setting personal goals for improvement.
Sports Showcase & Fun Challenges	Friendly competitions, mini-tournaments in various sports, multi-sport obstacle courses, team relay challenges.

Additional Weekly Features

- **“Sport of the Week” Spotlight** – Fun fact or pro athlete highlight
- **STEAM in Sports** – Quick activities linking sports with science & technology

- **Nutrition & Wellness Talks** – Short lessons on hydration, healthy eating, and rest
- **Inclusive Play** – Modified activities to ensure participation for all skill levels
- **Reflection** – Personal progress, teamwork awards, goal setting for future sports involvement

Collaborative homework is essential for a child's development as it fosters critical thinking, teamwork, and communication skills. By working together, students learn to express their ideas, listen to different perspectives, and problem-solve in a supportive environment. This interactive approach not only reinforces academic concepts but also builds confidence and independence as children take an active role in their learning. Additionally, collaborative homework helps develop social-emotional skills, such as patience, cooperation, and empathy, which are crucial for success in both academic and real-world settings. Encouraging group-based learning experiences prepares children to navigate challenges effectively and strengthens their ability to work well with others.

When students work together on assignments, they engage in meaningful discussions, share diverse perspectives, and develop problem-solving strategies that deepen their understanding of the material. This cooperative approach not only reinforces academic concepts but also encourages active learning, as students explain their reasoning, ask questions, and clarify ideas among their peers.

Beyond academic benefits, collaborative homework nurtures social-emotional growth by promoting patience, cooperation, and empathy. Children learn to listen to others, respect different viewpoints, and work towards common goals—valuable skills that extend far beyond the classroom. It also builds confidence, as students support and learn from one another in a low-pressure environment, reducing feelings of frustration or isolation that can sometimes accompany independent work. Additionally, working in groups mirrors real-world scenarios where teamwork and collaboration are essential, helping to prepare children for future academic, social, and professional settings.

Curriculum Example (Spark PE): DPKK is a youth enrichment afterschool program, summer break enrichment program, and holiday break enrichment program that promotes a healthy and active lifestyle. We believe it is imperative that students get daily structured and unstructured play for a minimum of one hour in order to benefit all areas of a child's development. SPARK PE is an example of an evidence-based program from which DPKK leverages curriculum for our youth programs. Students are able to participate in games and activities that are based on the Physical Education Content Standards for California Public Schools, supervised or curated by a certified Physical Education Teacher. The standards associated with each grade level are closely considered when planning and operating each activity. Employing these standards creates an atmosphere promoting physical fitness and a healthy lifestyle. Our DPKK staff modifies physical goals for each age group to be developmentally appropriate. Our consistent physical activities and structured games help our children achieve well above grade level Physical Education Standard outcomes.

Below are the Physical Education Standards and an example of an activity we employ with the children, highlighting the effective implementation of the Physical Education Content Standards.

	Description
Standard 1	Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
Standard 2	Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.
Standard 3	Students assess and maintain a level of physical fitness to improve health and performance.
Standard 4	Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
Standard 5	Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Octopus Tag (DPKK Structured Activity Example): Students move through a defined area trying to avoid designated taggers. If a student is tagged “out” they become an Octopus. All Octopus are seated using only their hands to tag other children running. Seated children continue to stay focused and determined using different strategies to tag the “runners.” For example, we allow the children to find an Octopus friend and they can sit together. Working together to try to tag other “runners” is a great opportunity for our children to collaborate with their peers. In an attempt to challenge our older children, we encourage our smaller Octopus to create an Octopus wall which requires our older children to coordinate with our younger children. While creating the Octopus wall our older children are applying teamwork, collaboration, and leadership in hopes of successfully motivating our younger participants. Our older children take on a leadership role encouraging and motivating our other children with praise and support as well as allowing themselves to be tagged in a moment of sportsmanship.



Octopus Tag Action	Grade Level/Standard	Concept Associated with Standard
Large Group running TK children navigate around other children in a large group while running. Encouraging them to change direction quickly. Performing different running paths while avoiding taggers and Octopus.	TK- Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.	TK- Children possess the skills and ability to run in a large group without bumping into others. Travel in straight, curved, and zig zag pathways.
Change of speed to avoid “Taggers” Understanding how and when to change running speeds to avoid Octopus and “taggers.” Using the defined area as natural boundaries promoting an understanding of personal and general space.	Kindergarten- Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.	Kindergarten- Demonstrate contrast between slow and fast speeds. Identify and use personal space, general space and boundaries.
Identifying and avoiding Octopus Running and assessing any potential Octopus along the way. While staying	First Grade- Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the	First Grade- Identifying people/objects that are within personal space and within boundaries.

Octopus Tag Action	Grade Level/Standard	Concept Associated with Standard
within the defined area and remaining aware of others personal space.	learning and performance of physical activities.	
Running to avoid “Taggers” While avoiding “taggers” and Octopus, children are encouraged to run faster to avoid “taggers” encroaching on their personal space	Second Grade- Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.	Second Grade- Move to open spaces with boundaries while travelling at increasing rates of speed.
Changing Direction Moving in one direction to avoid an Octopus while running away from a “tagger.” Designated “taggers” chase children attempting to flee.	Third Grade- Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.	Third Grade- Chase, flee, and move away from others in a constantly changing environment.
Octopus Wall Any child tagged can find a friend to sit with. Our older children are encouraged to sit with younger children. Motivating and cheering for their continued participation.	Fourth Grade- Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and the performance of physical activity.	Fourth Grade- Include others in physical activities and respect individual differences in skill and motivation.
Running to avoid “Tagger” While participating children run from “taggers” and Octopus, running back and forth creates a great opportunity for continued activity and continuous movement. If a child is tagged, they still continue to swing their arms attempting to tag other children running past.	Fifth Grade- Students assess and maintain a level of physical fitness to improve health and performance.	Fifth Grade- Sustain continuous movement for an increasing period of time while participating in moderate to vigorous physical activities.

Level	Skill Sets Used
Beginner TK-K	Moving in a large group without bumping into others, demonstrate awareness of boundaries.
Intermediate 1-2	Chase, flee, and move away from others in a constantly changing environment.
Advanced 3-5	Change direction quickly to maintain spacing between two players.

Sample Half day Program:



8175 Regents Road San Diego Ca 92122

858-452-3866

Info@sdkidzkamp.com

12:00pm Pick up students at Doyle Elementary

12:30pm Rules and Calendar

12:45pm Bathroom and Water

1:00pm STEAM lesson/Colloborative Homework

1:45pm Bathroom and Water

2:00pm Sports

2:45pm Bathroom and Water

3:00pm Raffle and Prizes

3:30pm Snack and playtime

4:30pm Bathroom and water

5:00pm Indoor playtime

Sample Schedules (Youth afterschool and Seasonal break)



8175 Regents Road, San Diego, Ca, 92106

858.452.3866 (t)

858.552.1602 (f)

**Doyle Park Kidz Kamp
School Year Daily Schedule**

- 2:00 pm: Pick up children at Doyle Elementary School
- 2:30 pm: Welcome and all group activity (Ex. Dodgeball, Run the Gauntlet)
- 3:00 pm: Age-split activity (K-2, ex., Mr. Fox, Craft; 3-5: ex: Flag Tag, Soccer)
- 3:30 pm: Snack (Provided by Kidz Kamp)
- 4:00 pm: Homework and Outside Free Play
- 5:00 pm: Indoor free play
- 6:00 pm: Close

*Bathroom and water breaks are given between each activity and upon request



8175 Regents Road, San Diego, Ca, 92106
858.452.3866 (t)

**Doyle Park Kidz Kamp
Summer Daily Schedule**

7:30-8:00:	Free Play Inside, Coloring, Wii, Board Games, Use of Pool Table
8:30-8:35:	Bathroom / Water Breaks
8:35-9:00:	Gym/Outside Free Play/Structure (Basketball, Hula Hoops, Jump Rope, Bouncy Balls)
9:00-9:15:	Bathroom / Water Breaks
9:15-10:00:	Group Game (all children participate)(ex. Pac-Man Tag)
10:00-10:15:	Bathroom / Water Breaks
10:15-11:00	Group 1 (ages 5-7): Jump the River Group 2 (ages 8-10): Basketball Group 3 (ages 11-up): Hockey
11:00-12:30	Bathroom/Water Break Lunch Free Play Outside
12:30-12:45	Bathroom/Water Break
12:45-1:30	Group1: TV Tag, Group 2: S-M-A-K-O, Group 3: Flash Tag
1:30-1:45	Bathroom/Water Break
1:45-2:30	Craft/ Group 2/3: Battle Zone
2:30-2:45	Bathroom/Water Break
2:45-3:30	Group Game (ex. Octopus Tag, Relay Race)
3:30-3:45	Bathroom/Water Break
3:45-4:45	Snack / Free Play
4:45-6:00	Bathroom/Water Break/ Free Play Inside

*Bathroom and water breaks are given between each activity and upon request

7. Training and Safety Procedures

Training Meetings

Youth enrichment program after school care employees attend weekly trainings and meetings conducted by Grant to keep current on uniform safety procedures, new games and activities, issues pertaining to any child, and maintaining professional and open communication with parents. During the summer, these trainings and meetings also include field trip safety procedures and protocol. Employees are expected to adhere to the policies and procedures as outlined in the DPKK staff handbook focusing on our core values of child safety, social and emotional development, open communication with parents and healthy and active lifestyles.

Coordination with Doyle School System

DPKK work hand in hand with Doyle Elementary staff to ensure after school pick up of the children meets our high standards and safety guidelines including classroom pick up, daily communication with teachers, and staff positioning/placement. Training at Doyle Elementary is compulsory before any new staff member picks up children in their classrooms. Teachers and front office staff are familiar with DPKK's staff and procedures, and this familiarity helps DPKK continue to provide a safe and controlled transition from Doyle Elementary. Staff are thoroughly trained on positioning and procedure regarding body placement during pick up at Doyle Elementary, bathroom and water, gym play time, and all other structured games and activities. During playground time, children are closely monitored by DPKK staff who are trained on where to stand and watch, emergency procedures, and transitions to other activities.

Orientation Training Program

Upon hire, DPKK employees must complete a DPKK training program introducing the concepts and policies directly connected to DPKK's core values and mission, as well as general child safety procedures and protocols. The program includes the following components:

- **Company Overview:** An introduction to DPKK and its operations, focusing on the company's mission to provide high quality childcare services with an emphasis on child safety.
- **General Policies:** All staff are trained on a variety of general company policies, such as workplace sensitivity, sexual harassment, payroll, benefits, and HR support.
- **Safety:** Safety of the children at DPKK is the number one priority for our program. Employees receive extensive training to ensure that a culture of physical and social-emotional safety is maintained throughout daily operations.
- **Field Training:** In-Depth training regarding staff placement during outdoor playtime, transitions, and field trips. Training includes counting children during each indoor break. During field trips, hourly counts and child safety assessments are required. Each employee must demonstrate the ability to maintain a safety perimeter during all playtimes, games, field trips, and transitions.
- **Child Safety Certification:** All employees must complete CPR and First-aid certification, mandated reporter and missing child training, Live scan fingerprinting, and a background check through the City of San Diego's database.
- **Customer Service:** DPKK's core objective is to provide quality child care services. Creating a strong rapport with customers is paramount to DPKK's success. Employees are well versed in interacting with the diverse demographic of the University City area.

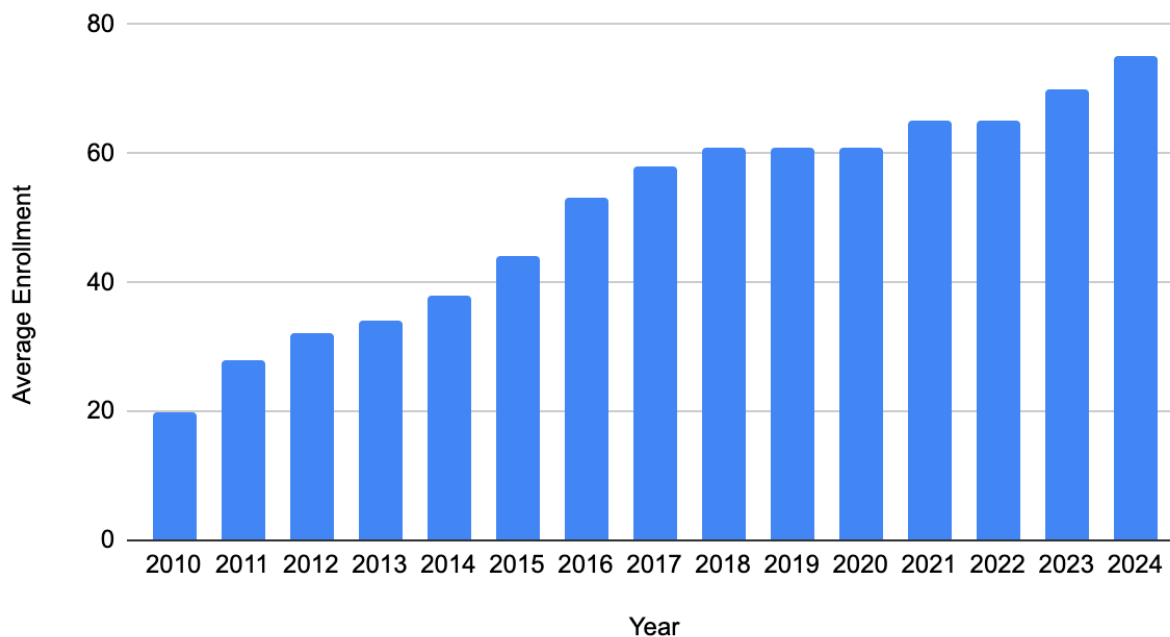
- **Emergency Preparedness:** All staff are trained to follow appropriate protocol for various types of emergencies, including natural disasters and those related to child safety including illness and injury.

8. Enrollment

Positive Growth

For over 10 years, Grant has worked with the Recreation Center Director regarding enrollment, including determining the quantity of enrollment spaces and dissemination of enrollment information to the community. DPKK's enrollment is highly impacted by the quarter system at UC San Diego with fluctuating attendance of children of students and professors. DPKK runs more efficiently and is more successful with the knowledge of this impact and adjusting enrollment spaces adequately. Our continued growth within the community is evidence of a quality program that continues to excel year to year.

Average Enrollment vs. Year



Staff to Child Ratio

We strive to provide quality care by remaining well above the mandated 15:1 staff to child ratio. Our after school youth enrichment program enrollment has a high of 70 children, an average of 55, and a staff to child ratio of 10:1. During the off season, the summer enrichment program, spring break enrichment program, and winter break enrichment program ratio is 8:1 with an enrollment high of 75 children and an average of 70 children. These breaks also include a weekly field trip with a 7:1 ratio.

Diversity & Inclusion

Our enrollment consistently includes children with special needs and those from diverse backgrounds linguistically, culturally, and racially. We work with Doyle Elementary School and the City's therapeutic recreation services to provide our special needs children with appropriate care and services. As noted in our response, we hire and maintain a diverse staff that lives in the community, we champion inclusion and compassion in all interactions, and we create an open and inclusive environment for all races and genders.

9. Company Standards

DPKK continues to maintain the highest standards because of the leadership, energy, and strategies implemented by Grant and his staff. Our commitment to promoting our core values and achieving our goals across all facets of the programs/business is what enables DPKK to consistently perform at such a high level. The high standards DPKK sets for each area and the manner with which we measure progress through key performance indicators enables and reinforces a culture of continuous improvement. The expectation of high standards also applies across relationships and interactions with stakeholders across the programs including children, parents, staff, administrators, community members, and officials.

10. Small Local Business Enterprise (SLBE) Program Certification

DPKK is proud to have been approved for certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Our certification number is 17DP1662 and our classification is General Services. Our certification is effective January 29, 2025 and a copy of the certificate is included in our response in Tab A.

Tab C: Cost Proposal, Addenda and Resumes



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:

Doyle Park Youth Enrichment Programs 10090217-25-L

B. BIDDER/PROPOSER INFORMATION:

DP Kidz Kamp LLC

Legal Name	San Diego	DBA	
11454 Caminito Garcia	City	CA	92131
Street Address	(619) 379-6222	State	Zip
Grant Ferreira, CEO	Phone	Fax	
Contact Person, Title			

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.

Grant Ferreira	CEO
Name	Title/Position
San Diego Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
100%	
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: 05/05/2015 State of incorporation: CA

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

Type of corporation: C ☐ Subchapter S ☒

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

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

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If Yes, how and where is the stock traded? n/a

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

n/a

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

If Yes, please use Attachment A to disclose.

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

Limited Liability Company Date formed: 05/05/2015 State of formation: CA

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

Grant Ferreira, CEO, 11454 Caminito Garcia San Diego Ca 92131

☐ 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: San Diego County Credit Union

Point of Contact: Branch Manager

Address: 7708 Regents Road San Diego Ca 92122

Phone Number: (877) 732-2848

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.: **B2014030953** Year Issued: **2025**

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 Unified School District**

Contact Name and Phone Number: Armando Lopez 619-778-6657
Contact Email: alopez11@sandi.net
Address: 3950 Berino Court San Diego Ca 92122
Contract Date: January 1, 2020
Contract Amount: \$ 0.00
Requirements of Contract: Provide Youth enrichment programs at Elementary School

Company Name: San Diego Parks Foundation
Contact Name and Phone Number: Martha Phillips 619-300-1961
Contact Email: mjpsandiego@outlook.com
Address: 1180 Rosecrans St #517 San Diego Ca 92106
Contract Date: June 12, 2022
Contract Amount: \$ 80,000.00
Requirements of Contract: Provide Summer Enrichment programs
Company Name: San Diego Parks Foundation
Contact Name and Phone Number: Kim Mathis 619-980-4867
Contact Email: kim@sandiegoparksfoundation.org
Address: 1180 Rosecrans St #517 San Diego Ca 92106
Contract Date: June 12, 2023
Contract Amount: \$ 85,000.00
Requirements of Contract: Provide youth summer enrichment programs

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 # 17DP1662

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: N/A

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: N/A

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.

Grant Ferreira, CEO

1/21/25

Name and Title

Grant Ferreira

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

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

Grant Ferreira, CEO

1/21/25

Grant Ferreira

Print Name, Title

Signature

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: DP KIDZ KAMP LLC

Certified By GRANT FERREIRA Title CEO

Name

Grant Ferreira

Date JANUARY 22, 2025

Signature

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: DP KIDZ KAMP LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 11454 Caminito Garcia

City: San Diego County: San Diego State: CA Zip: 92131

Telephone Number: 619-379-6222 Fax Number: _____

Name of Company CEO: Grant Ferreira

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: Youth Programs Type of License: _____

The Company has appointed: Grant Ferreira

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: 11454 Caminito Garcia San Diego ca 92131

Telephone Number: 619-379-6222 Fax Number: _____ Email: grantferreira11@gmail.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 DP Kidz Kamp LLC
(Firm Name)

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

herein is true and correct. This document was executed on this 22 day of January, 2025

Grant Ferreira
(Authorized Signature)

Grant Ferreira
(Print Authorized Signature Name)

NAME OF FIRM: _____ DATE: _____
 OFFICE(S) or BRANCH(ES): San Diego 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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	1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services				2		1					4	6		
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column				2		2					5	7		
--------------------	--	--	--	---	--	---	--	--	--	--	---	---	--	--

Grand Total All Employees	16
---------------------------	----

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 3NAME OF FIRM: DP Kidz Kamp LLCDATE: 1/21/25OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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														
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Grand Total All Employees	N/A
----------------------------------	-----

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

LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: DP Kidz Kamp LLC

Company Address: 11454 Caminito Garcia San Diego Ca 92131

Company Contact Name: Grant Ferreira

Contact Phone: 619-379-6222

CONTRACT INFORMATION

Contract Number (if no number, state location): 10090217-25-L

Start Date:

Contract Title (or description): Doyle Park Youth Enrichment Programs

End Date:

Purpose/Service Provided: Youth Enrichment Program

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Grant Ferreira

CEO

Name of Signatory

Title of Signatory

Grant Ferreira

January 22, 2025

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

RFP 10090217-25-L, Doyle Park Enrichment Programs Questions and Answers

Question 1: In Exhibit B subsection 1. Enrichment Afterschool Recreational Program, the bid states "program shall meet five days a week, with weekly or daily sessions, from the time instruction ends at Doyle Elementary School until 6:00pm. School dismissal varies from regular dismissal at 1:50pm and minimum day dismissal at 11:50am." Then in Exhibit B Program Sessions subsection 1.1 Program Hours it states "Ages 5 and below: Contractor is responsible for not exceeding the maximum of 12 program hours per week. Ages 6 and up: Contractor is responsible for not exceeding the maximum 16 program hours per week." In program Session's subsection 2. Seasonal Enrichment Camp Program paragraph two it states, "The seasonal enrichment camp program meets five days a week, with weekly or daily sessions, from 7:30am until 5:30pm." Do our bids need to reflect the program hours detailed in 1.1 Program hours even if those hours contradict the hours that are outlined in Scope of work subsection 1.Enrichment Afterschool Recreational Program and Program Sessions subsection 2.Seasonal Enrichment Camp Program? Furthermore 1.1 Program Hours states, "Contractor is responsible for scheduling program meeting dates and times based on the class and camp description listed below. These schedules will follow the guidelines listed below." The description regarding program meeting dates and times in 1.1 Program Hours are different than the programming scheduled hours in the previously cited subsections. Are we required to follow the new program hours in 1.1 Program Hours or the scheduled program meetings and hours from the previous subsections?

Response: Parks and Recreation programs are not intended as childcare and are considered to be recreational enrichment programs. Contractors are required to be in compliance with California Code of Regulations, Title 22 administered by California Department Social Services Title 22, Div. 12, Chap 1, Art 1-2 - Child Care Centers (101158-Exemption from Licensure).

Exhibit B –Program Session, subsection 1.1 program hours applies to the Enrichment Afterschool Recreational Programs since this program occurs when school is in session. These program hours can be divided up into multiple sessions to be in compliance with program hours as identified in section A.1. For Example: Sessions can be divided up into Monday, Wednesday, Friday and Tuesday and Thursday. See attached Addendum C, Exhibit B and Exhibit E have been amended to clarify sessions and program hours.

Yes, all bids should reflect the program hours detailed in section A.1 for Enrichment Afterschool Recreational programs but divided into multiple sessions and A.2 for Seasonal Enrichment Camp Programs. Yes, all bids must follow program hours as listed in Section 1.1 for Enrichment Afterschool Recreational programs.

Seasonal Enrichment Camp Programs are offered when school is not in session and therefore are not subject to program hours.

- Question 2: (Exhibit E) Can you provide clarity on the price schedule and program dates for both the classes and camps?
- Response:** See attached Addendum C, Exhibit B and Exhibit E have been revised to clarify pricing schedule and program hours. See both exhibits for revisions and clarification. See Section A1 and A2 for program start times and end times per day.
- Question 3: (Exhibit B.A.1) To ensure we have adequate staff to manage the program, should we prepare for an attendance of 75 students per day??
- Response:** Numbers vary from week to week, but historically this program has seen this max level of enrollment. Upon request and prior to the start of each session/week, rosters with enrollment numbers and ages of participants can be provided by city staff so contractor can plan staffing needs accordingly.
- Question 4: (Exhibit B A.1.1.1) What percentage of students do you anticipate will be in the under 5 age group, in order to price according to the expected ratios?
- Response:** Recommended to price quote at 1:12 instructor to child ratio. Historically, 10% or less of enrollment is under 5 years of age. Upon request and prior to the start of each session/week, rosters with enrollment numbers and ages of participants can be provided by city staff so contractor can plan staffing needs accordingly.
- Question 5: Can you clarify the process for sign-up/registration for student participants? Should we anticipate both regular attendees and drop-ins?
- Response:** Registration starts 2 weeks prior to the start of each season. Season is typically 3 months long and registration options include weekly or daily rates. Participants can register for any combination of week(s) or daily session(s) within a season from the point registration opens for the season. Upon request and prior to the start of each session/week, city staff can provide rosters with expected enrollment numbers. Daily drop in registration is allowed, provided enrollment limits have not been reached. Weekly registration closes on the first day of the session, provided enrollment limits have not been reached. For example, if there is space, a parent can register the first day of the week or the day of registration.
- Question 6: What is the funding source for this program? Will it be a parent-paid program?
- Response:** Participants are required to pay full cost of program at point of registration. Cost to the customer include instructor rate and city fees including activity surcharge, Recreation Center Fund percentage and third-party processing fees.
- Question 7: Can you provide more information regarding space and safety at Doyle Park? Are there accessible restrooms for staff and students and areas designated for academic enrichment, such as classrooms?

Response: During program hours, there is a dedicated multipurpose room available with a small closet, cabinet spaces for storage of materials and a small sink. Tables and chairs are stored and available in this same room. Room capacity is around 80 people but will vary depending on set-up. Room is rented out for meetings and other activities when program is not in session.

Playground, multipurpose field and gymnasium can be used for program use upon availability and upon coordination with site supervisor. Public Restrooms are available in the courtyard located in the center of the recreation center. There is also a small public comfort station out by the playground as well.












10090217-25-L Doyle Park Enrichment Program

Final Audit Report

2025-07-09

Created:	2025-07-07
By:	Paige Flynn (PFlynn@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQCyq_CuvbyJZ6Y1jatf7nROAFNCHXOpI

"10090217-25-L Doyle Park Enrichment Program" History

-  Document created by Paige Flynn (PFlynn@sandiego.gov)
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Signature Date: 2025-07-09 - 5:51:56 PM GMT - Time Source: server- IP address: 174.66.170.154
-  Agreement completed.
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