

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090047-24-O, Meal Delivery Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090047-24-O, Meal Delivery Services (Contractor).

**RECITALS**

On or about 8/24/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide meal delivery services on an as-need basis 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 Homelessness Strategies and Solutions 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:

Tonia Carnell, Program Manager  
Homelessness Strategies and Solutions Department  
1200 Third Ave., MS56L  
619-235-5802  
Tcarnell@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year periods. 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 as stated in Section K (Price Schedule) to the Scope of Work. However, Contractor's compensation for performance of all Services rendered under this Contract shall not exceed the amount of \$3,000,000 without City Council approval. FDR  
FDR

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

Rowe Solutions, Inc.

Proposer

3930 Ingraham st Unit 10-114

Street Address

San Diego

City

8455375987

Telephone No.

frank@therowesolution.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting Department

Dec 20, 2023

Date Signed

BY:

Francis Rowe

Francis Rowe (Dec 19, 2023 11:16 PST)

Signature of  
Proposer's Authorized  
Representative

Francis Rowe

Print Name

Owner

Title

Dec 19, 2023

Date

Approved as to form this 2 day of

January, 2024.

MARA W. ELLIOTT, City Attorney

BY: Jose A Garcia  
Jose A Garcia (Jan 2, 2024 13:04 PST)  
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 Electronic Submission Requirements.** Proposers must be pre-registered with the City's eBidding System and possess a system-assigned Digital ID in order to submit an electronic response.

**1.2.1** Submittals will be received in electronic format only at the City of San Diego's eBidding System. The maximum file size of the PDF response for submission is fifty (50) megabytes. The eBidding System will close submission exactly at the date and time set forth in this RFP. An electronic copy of the firm's response must be attached to the electronic system.

**1.2.2** Electronic Response must be submitted at the City of San Diego Vendor Portal through Bid Opportunities:  
<http://www.planetbids.com/portal/portal.cfm?companyID=17950> and is due no later than 2:00 P.M. on Thursday, September 14, 2023.

**1.2.3** Electronic Response shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

**1.2.4** The PDF response submitted shall have the following name assignment: RFP 10090020-23-O, Firm Name. That is, the RFP number(s) followed by the name of the Firm; for example – RFP 10090048-23-O, Acme Inc.

**1.2.5** Proposers are responsible for the submission and acceptance before the closing time set forth in this RFP. Important Note: Response submission into the eBidding System may not be instantaneous; it may take time for the Proposer's document(s) to upload and transmit before the proposal is accepted. It is the 's sole responsibility to ensure their document(s) are uploaded, transmitted, and arrive in time electronically. The City of San Diego shall have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

**1.2.6** The City's eBidding System will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's eBidding System will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Proposers who disable their browsers' cookies will not be able to log in and use the City's eBidding System.

**1.2.7** Electronic Responses remain sealed until the deadline and are transmitted into the City's eBidding System via hypertext transfer protocol secure (https)

mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte, which encrypts data being transferred from client to server.

**1.2.8** The Proposer, by submitting their electronic response, agrees to and certifies under penalty of perjury under the laws of the State of California, that all information, certifications, forms, and affidavits (where submitted as part of this response are true and correct.

**1.3 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.

**1.4 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. Reserved**

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

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

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required

by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

## **B. PRICING**

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

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

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total

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

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

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

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

## C. EVALUATION OF PROPOSALS

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

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

### 3. Evaluation Process.

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

#### 3.2 Reserved.

#### 3.3 Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness and service approach to the RFP.</b>	<b>35</b>
1. The extent to which the proposer’s approach to the scope of work satisfies the requirements of the Contract	
2. Understanding of the project and ability to deliver food effectively and efficiently per the scope of work	
3. The proposer’s answers to requested submittals in the Scope of Work	
<b>B. Firms Capability, Experience and Staffing Plan.</b>	<b>35</b>
1. The extent to which the proposer’s organization, experience, and proposed staffing support goals and objectives.	
2. Clearly defined roles/responsibilities of personnel	
3. Proposer’s’ experience with similar entities in size and scope	
<b>C. Acceptance and Risk.</b>	<b>10</b>
1. The Proposal’s acceptance of the Exhibit B Scope of work and City’s terms and conditions.	
<b>D. Price.</b>	<b>20</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

**D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

**4. 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. BACKGROUND**

The Homeless Strategies and Solutions Department (HSSD) is the department of the City of San Diego (City) that oversees and develops homelessness related programs and services. Through collaboration with local partners, the department works to engage and stabilize the most vulnerable individuals in our city, by providing shelter and resources to access permanent housing and supportive services. HSSD works with service providers to operate homelessness shelter programs. The shelter programs provide safe, low-barrier shelter for families experiencing unsheltered homelessness in the City of San Diego (Program). The City is seeking qualified proposals to operate the meal service function of the Program on an as-needed basis at an affordable and reasonable rate.

The City has an immediate need to provide meal services at Safe Sleeping Shelter located at 2125 Park Blvd San Diego, CA 92101. However, under this contract, City may request Contractor to provide meal services for any additional shelter locations identified by the City. The City may add or remove locations during the duration of the contract as may be required based on the City's needs.

### **B. SPECIFICATIONS**

The Contractor shall prepare and deliver both hot and cold balanced nutritional meals to participants at various the City of San Diego homelessness shelters or programs.

Meals shall follow the U.S. Department of Agriculture (USDA) nutritional guidelines and food safety protocol. The Contractor shall deliver up to two meals per day/7 days a week, 365 days per year (including holidays) to residents who reside at specified shelters throughout the City of San Diego.

### **C. OBJECTIVES**

Contractor shall achieve the following objectives:

1. Prepare and deliver balanced, nutritious meals to individuals residing at designated shelters within the City of San Diego, which meet national nutrition and health standards.
2. Operate using professionally trained personnel and apprentices.
3. Operate in a cost-effective manner, leveraging resources available through food banks and donations, where possible.
4. Ensure compliance with all county, state and federal health mandates.
5. Utilize Contractor's existing facilities and transportation to prepare and deliver meals.
6. Provide meals based on the occupancy count at shelter site(s) provided by the City one week in advance.
7. Provide City staff and its program operators menu options two weeks in advance.

8. Provide all consumable supplies and food products, which are required for food operation and service.

#### **D. TARGET POPULATION AND GEOGRAPHIC AREA**

The target population are individuals who reside at select City of San Diego's safe sleeping and shelter programs. Age demographics may vary. Contractor shall deliver meals to specified locations as directed by HSSD within the City of San Diego.

#### **E. HOURS OF OPERATIONS**

Contractor shall provide balanced nutritional individual meals (7) seven days per week, 365 days per year (including holidays). Meals should be onsite and no later than 4:00 PM. Breakfast for the following day may be delivered with the evening meal or no later than 6:00 am. All meals will be delivered to a central location at the program site location.

#### **F. MINIMUM REQUIREMENTS**

Contractor must meet the following minimum requirements:

1. Contractor must have access to commercial food preparation facilities that meet County health and safety standards.
2. Contractor must have capacity to prepare and deliver a minimum of 800 meals on a daily basis **and up to 2,200 meals on a daily basis as anticipated volume of the program for meal delivery services may be required for additional locations.**
3. Average weekly census will be provided two weeks in advance by City to aide in proper planning.
4. All menus must meet dietary standards for adults. Contractor must have ability to accommodate special dietary standards for religious and medical diets ordered by a physician. **Meals are to include a beverage. Menus are to be submitted and approved by the City two weeks prior to delivery.**
5. Contractor shall be a food facility and maintain a current "A" food rating with the County of San Diego's Department of Environmental Health.
6. **Contractor shall have ability to provide additional meals at additional locations with 7 days advance notification.**

#### **G. DELIVERY DRIVERS**

Contractor's staff and/or individuals providing delivery shall possess proper insurance and a current and valid driver's license issued by the State of California. Individuals providing delivery must have an appropriate background check to help ensure the safety of program participants. Food service providers will be required to show proof of background checks upon request. Contractor may utilize a third-party delivery company but must ensure that drivers have an appropriate background check.

Reporting laws and Regulations. Contractor shall comply with applicable State, local, fire, health, sanitation and safety regulations applicable to food service operations.

## **H. MEAL COUNT**

1. Contractor will receive weekly notification of the number of participants and any special dietary needs (i.e. food allergies or dietary restrictions) from the shelter designee.
2. If Contractor is unable to provide meals that meet the participant's dietary needs, Contractor shall notify City staff immediately.
3. Contractor shall provide customer service and respond to any complaints or issues regarding Contractor's food or service.

## **I. ADDITIONAL PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit the following information as part of the proposal submission:

1. Proposer shall describe how they will prepare and deliver two balanced nutritional individual meals per day, including breakfast and dinner, to individuals residing at the designated family shelters located within the City of San Diego.
2. Proposer must include a sample 4-week menu with the proposal.
3. Proposer shall describe how they maintain safe temperatures (140 degrees for hot foods and 45 degrees for cold foods) of food at all times throughout the preparation and delivery process.
4. Proposer must incorporate the extent of leveraging resources including through food banks, donations, and any other federal or state programs providing subsidies for the provision of meals to homeless shelter residents.
5. Proposer shall describe, as applicable, any workforce development and apprenticeship opportunities generated through this Contract, detailing the training provided and level of supervision/ management the Proposer is providing.

## **J. TECHNICAL REPRESENTATIVE**

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

## **K. PRICE SCHEDULE**

Proposers shall complete the City's Price Schedule herein, in its entirety, and in the form and format provided herein. Any deviations from the Price Schedule may deem the proposal non-responsive. Proposer shall submit a Price Schedule based on delivery of 2,200 meals daily, 7 days a week, 365 days per year (including holidays). The quantity of meals to be delivered are on an annual basis and five (5) year estimate and are not guaranteed. The quantity of meals to be delivered is on an as-needed basis only, therefore, actual meals to be delivered may vary depending on the demands of the City. Any variations for these estimated quantities and actually delivered shall not entitle the Proposer to adjustment in the unit price or to any additional compensation. Unit price shall be inclusive of all Proposer's costs, including delivery of the meal to any location within City boundaries.

If additional locations are identified by the City, the City will pay the same unit price of meals provided herein. Any adjustments in price must be submitted in accordance with Exhibit C, City's General Contract Terms and Provisions, 3.4 Price Adjustments.

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
1.	Breakfast Meal	Each	146,000	\$4.50	\$ 657,000
2.	Dinner Meal	Each	146,000	\$ 5.50	\$ 803,000
Total Annual					\$ 1,460,000

**L. INVOICING**

In addition to Exhibit C, City's General Contract Terms and Provisions, 3.2.2 Service Contracts, Contractor shall include the number of breakfast and dinner servings delivered. This delivery receipt must be endorsed by on-site staff. Copies of these delivery receipts must accompany the invoice as supporting documentation.

**Contractors compensation of all services rendered in this contract shall not exceed 3,000,000.00 without City Council approval**

FDR  
FDR

**EXHIBIT C**



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

## ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

## ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

**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 (5<sup>th</sup>) day of the subsequent month.

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

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

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

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

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

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

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

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

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

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

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

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

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

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

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

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

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

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

**II. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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



**ROWE  
SOLUTIONS, INC**

**Response to Request for Proposal  
Meal Delivery Services  
City of San Diego**



**Name: Rowe Solutions Inc**  
**POC: Frank Rowe, CEO**  
**Phone: (619) - 797 - 5315**  
**Email: frank@therowesolution.com**  
**DUNS: 117324352**  
**CAGE CODE: 117324352**  
**FEIN/ TIN: 84-3719975**  
**SAM UEI: L188BWH8QXE3**  
**Address: 1135 Suite 30-B Garnet Ave San Diego, CA 92109**  
**Website: www.therowesolution.com**

**Attn: Oscar Garcia, Supervising  
Procurement Contracting Officer**  
**1200 Third Avenue, Suite 200**  
**San Diego, California 92101**  
**olgarcia@sandiego.gov**  
**(619) 236-6037**

**Date: September 14,  
2023 @ 2:00 p.m.**



**Restriction on Disclosure and Use of Data**

*This proposal includes data that shall not be disclosed outside of the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If a contract is awarded to Rowe Solutions as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets marked with the following legend: "Use or disclosure of data contained on this page is subject to the restrictions on the cover page of this proposal."*

**Cover Letter**

Attn: Oscar Garcia, Supervising Procurement Contracting Officer

Dear Garcia

**Date: September 14, 2023**

Please find enclosed our response to the Meal Delivery Services. Our proposal illustrates how our proven solutions, qualifications, and capabilities will meet all of the requirements of this RFP. Throughout our response we have made an effort to show proof points from our past performance with Govt. clients that we have serviced.

Company Information	
<b>Company Name</b>	Rowe Solutions Inc.
<b>POC</b>	Frank Rowe, CEO Phone: (619) - 797 - 5315 Email: frank@therowesolution.com
<b>UEI Number</b>	L188BWH8QXE3
<b>CAGE</b>	117324352
<b>Small Business Status</b>	Service-Disabled Small Business (SDVOSB)
<b>NAICS</b>	722310 - Food Service Contractors 722330 - Mobile Food Services

Rowe Solutions, Inc offers the City an unsurpassed ability to deliver sound solutions to all phases of this contract with key team members dedicated to your project who offer an impressive level of professional experience and knowledge for delivering full range of services required in this RFP.

We are committed to providing the highest levels of customer service and professional experience in food and meals services to Govt. clients. We also commit to developing a strong, long-term partnership in delivering high quality food delivery & Catering services, through our dedicated team to deliver services across California. Our quote validity will be for 3 months after the Quote submission deadline.

Rowe Solutions greatly appreciates this opportunity to present our submittal and we are confident that our team represents the best overall value to the City. If you have any questions or require any additional information, please feel free to contact Chief Executive Officer, Frank Rowe at (619) - 797 - 5315 and Email: frank@therowesolution.com.

Sincerely,



 Frank Rowe  
 Chief Executive Officer

## 1 Executive Summary

Rowe Solutions Inc. is a reputable full-service catering company based in San Diego, California. Our primary focus is on providing exceptional catering services for government and corporate events, with a commitment to delivering high-quality food and top-notch service that enhances the overall experience of our clients' events. Established in 2019, Rowe Solutions was founded by a team of dedicated professionals who excel in creative problem-solving and have the expertise to strategically address the unique needs of organizations of all sizes. As a certified Service-Disabled Veteran-Owned Small Business (SDVOSB), we take pride in our ability to work effectively with various government agencies, and we are honoured to have a track record of successful collaborations. We are dedicated to expanding our reach and building strong relationships with our clients, both in the government and corporate sectors, to ensure their events are not only memorable but also highly successful.

### Our Core Competencies

Catering	Pre-Packed Meals	Food Service
Rowe Solutions excels in providing comprehensive catering services for a wide range of events. Whether it's a government conference, corporate meeting, or any other occasion, our team is well-equipped to handle all aspects of catering, from menu planning to food preparation and presentation.	In addition to our catering services, we offer pre-packed meals that are not only convenient but also made with the same high-quality ingredients and attention to detail that define our catering offerings. These meals are perfect for busy professionals, events, or anyone looking for delicious, ready-to-eat options.	Rowe Solutions is committed to delivering outstanding food service that goes beyond just the meal itself. We pay meticulous attention to every detail, ensuring that our food is served with excellence, whether it's a buffet, plated service, or any other style that suits our clients' needs.

In addition to our core competencies, Rowe Solutions also specializes in sourcing California grass-fed dairy products, adding an extra layer of quality to our offerings. Our product availability includes, but is not limited to:

**Milk:** We provide various sizes of milk containers, catering to individual consumers, households, and larger events. Options include individual servings, half gallons, gallons, and more.

**Dairy Products:** Our dairy selection features a wide range of products, including plain and flavoured yogurts, sour creams, soft serve ice cream, shake mixes, and baked goods. These items can complement your catering services or be purchased separately for your convenience.



At Rowe Solutions Inc., our mission is to exceed our clients' expectations by providing top-tier catering services, pre-packed meals, and a diverse selection of high-quality dairy products. We are committed to fostering strong relationships with our clientele, serving government agencies, corporations, and individuals with excellence and dedication.

## 2 Response to RFP

### 2.1 Our Approach

#### 2.1.1 *Balanced Nutritional Individual Meals*

Rowe's approach on developing and implementing a meal preparation and delivery program for individuals residing in designated family shelters in the City of San Diego is a commitment to making a meaningful impact on the lives of those in need. Our company, with its core competencies in catering and food service, is well-positioned to take on this challenge and provide balanced, nutritional meals to shelter residents. Here's how we view each step of the process:

#### **Step 1: Needs Assessment and Planning**

At Rowe Solutions, we recognize the importance of beginning with a comprehensive needs assessment. By understanding the nutritional requirements of shelter residents is a paramount to design a meal program that truly serves their needs. We are prepared to engage with nutritionists and dieticians to develop a menu that not only meets dietary guidelines but also takes into account individual preferences and health conditions. We will meticulously evaluate the budget and resources available, ensuring that we allocate funds efficiently while maintaining high-quality standards in meal preparation and delivery.



#### **Step 2: Menu Planning**

Our approach to menu planning involves creativity and versatility. We understand the importance of offering a diverse and nutritionally balanced menu to avoid monotony and cater to various dietary restrictions. We are committed to sourcing fresh, high-quality ingredients, with a preference for local and seasonal produce whenever possible to support local businesses and control costs.



#### **Step 3: Meal Preparation**

Rowe Solutions takes food safety and quality very seriously. We will establish or partner with commercial kitchen facilities that meet industry standards for hygiene and safety. Our experienced chefs and cooks will ensure that every meal is prepared to the highest quality standards and portioned appropriately to align with nutritional guidelines.



#### **Step 4: Meal Packaging**

The packaging of meals is a critical element in ensuring that the food stays fresh and safe during transportation and distribution. We will utilize eco-friendly and secure packaging materials and provide clear labelling for residents' convenience and safety.

### Step 5: Delivery Logistics



Efficient and reliable delivery logistics are the key to our success. We will work closely with shelter staff to establish a delivery schedule that aligns with residents' meal times and preferences. Our dedicated delivery team will use suitable vehicles to transport meals safely and efficiently.

### Step 6: Quality Control and Feedback

Quality assurance is a fundamental aspect of our service. We will implement stringent quality control measures to maintain the highest standards in meal quality and nutritional content. Our feedback system will actively involve shelter residents, allowing us to continually improve our offerings based on their input.



### Step 7: Nutritional Education

At Rowe Solutions, we see nutritional education as a valuable component of our program. We will provide periodic nutrition workshops and informational sessions to empower shelter residents with knowledge about healthy eating habits and the importance of balanced nutrition.

### Step 8: Compliance and Reporting

We understand the importance of adhering to all relevant food safety regulations and maintaining transparency. Strict compliance will be a priority, and we will keep detailed records of all aspects of the program for reporting purposes.



### Step 9: Continuous Improvement

Continuous improvement is part of our DNA. We will regularly evaluate the program's effectiveness and make necessary adjustments to enhance its impact. Community engagement will be encouraged through volunteer involvement and collaboration with local organizations to support our mission.

#### 2.1.2 *Safe Temperature Maintenance*



To maintain safe temperatures for hot and cold foods is an absolute priority in our mission to provide nutritious and safe meals to individuals residing in designated family shelters in the City of San Diego. We understand that strict temperature control measures are crucial to prevent the growth of harmful bacteria and ensure the safety of the food we

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prepare and deliver. We approach this critical aspect of our meal program by the following measures:

**Food Storage:**

Hot Foods (Above 140°F): We invest in high-quality commercial food warmers, holding equipment, and chafing dishes to keep hot foods consistently above the safe temperature threshold of 140°F. Our team regularly monitors and records the internal temperatures of hot foods using precise food thermometers to guarantee compliance with food safety standards.

Cold Foods (Below 45°F): We employ commercial refrigerators and freezers equipped with advanced temperature controls to maintain cold foods at or below the recommended 45°F. We prioritize the maintenance and cleanliness of our refrigeration equipment to ensure optimal performance. When transporting cold foods, we utilize insulated containers and refrigerated vehicles to uphold the required cold storage conditions.

**Food Preparation:**

Our dedicated chefs adhere to specific cooking temperature guidelines for hot foods, ensuring that they are cooked to the recommended internal temperatures that effectively eliminate harmful bacteria. For foods intended to be served cold, we employ rapid cooling methods, such as ice baths, blast chillers, or shallow containers, to bring the temperature below 45°F swiftly.

**Transportation:**

Hot Food Transport: We have insulated food containers, hot food holding bags, or heated delivery bags, all equipped with advanced temperature monitoring and maintenance systems, to safeguard hot foods and ensure they remain above 140°F during transportation.

Cold Food Transport: We rely on refrigerated vehicles or well-insulated coolers, paired with ice packs or gel packs, to maintain cold foods below the 45°F threshold during transit. Our team takes extra care to ensure that all containers are tightly sealed to prevent temperature fluctuations.

**Temperature Monitoring:**

To uphold the highest standards of safety, we install temperature data loggers and alarms in our delivery vehicles and storage areas, enabling continuous monitoring and immediate response to temperature deviations.

**Training and Procedures:**

We believe in the significance of on-going staff training. All members involved in food preparation and delivery receive comprehensive training in food temperature control. This includes proper thermometer usage, food label scrutiny, and prompt response to temperature alarms. Rowe diligently develops and enforces Standard Operating Procedures (SOPs) that detail temperature control measures at each phase of our operation.

**Documentation and Records:**

We maintain meticulous temperature logs for all food items, recording temperatures at regular intervals. These records are readily accessible for inspection and compliance verification.

These temperature control measures are not just protocols; they are a fundamental part of our commitment to ensuring that every meal we provide is safe, nutritious, and of the highest quality. We take great pride in our dedication to food safety, knowing that it safeguards the well-being of the individuals we serve and upholds the reputation and integrity of Rowe Solutions Inc. in delivering exceptional, safe, and nourishing meals to those in need.

### *2.1.3 Extend To Leverage Resources*

Harnessing external resources and building strategic partnerships is pivotal in our commitment to efficiently provide meals to homeless shelter residents. We recognize that collaboration with various entities can significantly enhance our capabilities while managing costs effectively. We view the extension of our resources through:

#### **Food Banks and Food Donations:**

Establish Partnerships: We believe in establishing robust partnerships with local food banks and charitable organizations. These partnerships are formalized through Memorandums of Understanding (MOUs) or agreements that lay out the terms of collaboration.

Regular Food Donations: Rowe actively collaborates with food banks to secure consistent food donations, particularly non-perishable items like canned goods, grains, and dried goods. These donations serve as the foundation of our meal program.

Fresh Produce and Perishables: We extend our efforts by working closely with local supermarkets and restaurants to collect surplus fresh produce and perishable items. Our focus is on ensuring that these donations are safe and suitable for consumption.

Community Food Drives: We organize food drives in conjunction with local businesses, schools, and community groups. These initiatives encourage individuals and organizations to contribute non-perishable food items, fostering a sense of community support.

#### **Federal and State Programs:**

Grant Opportunities: Rowe actively explores available grant opportunities from federal and state government programs designed to support organizations addressing homelessness and food insecurity. These grants serve as essential funding sources for our meal provision initiatives.

Subsidies and Reimbursements: We diligently seek federal and state programs that offer subsidies or reimbursements for meal provision to homeless individuals. These programs



often exist to incentivize and support food service providers catering to vulnerable populations.

### **Fundraising and Corporate Partnerships:**

Campaigns: We initiate fundraising campaigns to rally financial support from the community, local businesses, and philanthropic organizations. These funds play a critical role in acquiring additional food items and covering operational expenses.

Corporate Partnerships: We actively pursue partnerships with corporations interested in contributing to community initiatives. Some corporations have robust corporate social responsibility (CSR) programs that encompass food donation and meal provision.

### **Volunteer Engagement:**

Volunteer Recruitment: Rowe encourages community members to volunteer in various capacities, including meal preparation, packaging, and delivery. Volunteers significantly reduce labor costs while fostering a sense of shared responsibility.

Volunteer Donation Drives: We empower our volunteers to organize donation drives within their networks, whether through food contributions or financial support, amplifying our outreach efforts.

### **Community Outreach:**

Raise Awareness: We actively engage in community outreach and awareness campaigns to educate the public about our meal program's objectives and resource needs. Our aim is to underscore the positive impact of supporting homeless shelter residents.

Local Media Partnerships: Rowe collaborates with local media outlets to share compelling stories and updates about our program. This partnership serves to generate additional support and donations from the community.



### **Data Collection and Reporting:**

Documentation: We maintain meticulous records of all donations, grants, and subsidies received, as well as detailed financial records. This transparency ensures accountability and trustworthiness.

Reporting: Rowe consistently provides comprehensive reports to donors and funding agencies, offering insight into the program's impact and the responsible allocation of resources.

#### *2.1.4 Workforce Development And Apprenticeship Opportunities*

Integrating workforce development and apprenticeship opportunities into our meal delivery contract for homeless shelter residents is a laudable initiative that aligns with our commitment to making a positive impact on our community. Here's how we view and intend to facilitate these opportunities, including the training, supervision, and employment aspects:

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**Training Programs:**

Culinary Training: Rowe is enthusiastic about establishing culinary training programs that equip individuals with comprehensive culinary skills. These programs will encompass essential aspects such as food safety, culinary techniques, nutrition, and menu planning.



Kitchen Safety: Safety is paramount. We are dedicated to ensuring that all participants in our training programs receive rigorous instruction in kitchen safety practices to prevent accidents and promote a secure work environment.

Customer Service: Where relevant, we will provide training in customer service skills. This is particularly valuable for roles involving meal

delivery or direct interaction with shelter residents, promoting positive interactions and service excellence.

**Apprenticeships:**

Structured Apprenticeship Programs: Rowe is committed to creating structured apprenticeship programs within our organization, offering hands-on experience in various roles, such as cooks, kitchen assistants, and delivery drivers.

Rotational Training: We will provide apprentices with the opportunity to gain exposure to various facets of the meal preparation and delivery process, fostering a well-rounded skill set that enhances their employability.

Mentorship: Our experienced staff will actively engage as mentors, offering guidance and support throughout the apprenticeship journey. Mentorship is a cornerstone of our approach to skill development.

**Supervision and Management:**

Supervision Levels: We understand that apprentices may require varying levels of supervision based on their experience and tasks. Our approach is to provide appropriate levels of supervision, with a gradual reduction as apprentices gain competence.

Management Support: Rowe's management is fully committed to overseeing the training and apprenticeship programs. Our managers will offer guidance, feedback, and regular evaluations to track apprentices' progress and ensure their success.

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Regular Feedback: We prioritize regular performance reviews and provide constructive feedback to apprentices. This feedback loop is essential for their continuous improvement and skill development.

**Certification and Recognition:**



Certification: Rowe will offer valuable certifications or credentials upon the successful completion of training and apprenticeship programs. These certifications will enhance participants' prospects in the job market.

Recognition: Celebrating the achievements of apprentices is a cornerstone of our approach. We will acknowledge and celebrate their accomplishments within our organization and the wider community to inspire and motivate others.

**Employment Opportunities:**

Job Placement: Rowe is committed to providing employment opportunities, whether within our organization or through partnerships with local businesses and organizations. Successful apprentices may be offered permanent positions.

Resume Building: We will actively assist apprentices in building their resumes and preparing for job interviews. This support extends beyond their training period, enhancing their employability.

At Rowe Solutions Inc., we view these workforce development and apprenticeship opportunities as a holistic approach that not only addresses immediate food needs but also empowers individuals facing homelessness or seeking job training. Our dedication to the well-being and future prospects of our community members extends beyond meal provision to encompass skill development and economic stability, fostering a stronger and more resilient community.

**2.2 Our Understanding**

Rowe Solutions is deeply committed to meeting the outlined requirements for providing essential services to individuals residing at designated shelters within the City of San Diego. Our approach encompasses several key facets that underscore our dedication to ensuring the well-being and nourishment of shelter residents. First and foremost, Rowe Solutions takes great pride in its culinary expertise. We understand the significance of delivering more than just sustenance; our focus is on crafting balanced, nutritious meals that not only meet the highest national nutrition and health standards but also contribute positively to the overall health and vitality of the individuals we serve. Through meticulous menu planning and the use of high-quality ingredients, we strive to provide meals that are not only nourishing but also delicious, offering a sense of comfort and well-being to shelter residents. Moreover, our commitment extends to the professional development of our personnel. Our team comprises professionally trained culinary experts who bring their skills and knowledge to every meal preparation. Beyond that, we are enthusiastic about providing apprenticeship opportunities. These apprenticeships will empower individuals, including those facing homelessness, with the culinary skills and experiences needed to secure meaningful employment in the future. We believe in creating pathways to success and contributing to the personal growth and economic stability of our community. Cost-effectiveness is a fundamental aspect of our

operation. We recognize the importance of efficiently utilizing resources to maximize our impact. Rowe Solutions is dedicated to leveraging available resources through partnerships with food banks and donations, whenever feasible. By doing so, we aim to provide a sustainable and cost-effective solution that allows us to reach more individuals in need within the City of San Diego. Furthermore, we place a strong emphasis on compliance with health mandates. The health and safety of shelter residents are paramount, and Rowe Solutions takes all necessary measures to ensure adherence to county, state, and federal health regulations. Our commitment to food safety and hygiene guarantees that the meals we provide are not only nutritious but also safe for consumption. To facilitate our operations, Rowe Solutions utilizes its existing facilities and transportation resources. These assets enable us to efficiently prepare and deliver meals to the designated shelters, ensuring timely and reliable service. Our meal planning process is anchored in flexibility and responsiveness. We base our meal preparation on the occupancy count provided by the City one week in advance. This allows us to tailor our services to the specific needs of shelter residents, ensuring that no individual goes without a nourishing meal. In addition to this, we collaborate closely with City staff and program operators to provide menu options two weeks in advance. This collaborative approach promotes transparency and empowers stakeholders to contribute to the meal planning process, accommodating diverse preferences and dietary requirements. Lastly, Rowe Solutions takes full responsibility for the provision of all consumable supplies and food products required for our food operation and service. We meticulously manage sourcing, procurement, and quality assurance to guarantee that the ingredients we use are of the highest quality and meet our stringent standards.

Overall, Rowe is deeply committed to fulfilling these requirements with unwavering dedication. Our mission is to make a profound and positive impact on the lives of shelter residents in the City of San Diego. Through our culinary expertise, commitment to professional development, cost-effective approach, compliance with health regulations, and collaborative efforts, we seek to not only provide meals but also empower individuals and foster a stronger, more resilient community.

### **2.3 Our Capability**

Rowe is expressing interest in competing for the Meal Delivery Service proposal for the City of San Diego to prepare and deliver both hot and cold balanced nutritional meals to participants at various the City of San Diego homelessness shelters or programs. Along which, we extend to furnish all labour, supplies, supervision, materials, equipment, and transportation to provide these meals to the required location. Rowe believes that we are capable enough to deliver this service successfully and without fail as a prime contractor. Hence, Rowe will not be utilizing a subcontractor, joint venture or a teaming arrangement. To support our claim of capability, we are providing information about our past successful experiences in delivering meals to several government agencies. Rowe has successfully delivered packaged, ready-to-eat breakfast, lunch, and dinner meals to CBP and Cal Fire across multiple states such as California, Arizona, Texas, and Ohio. Rowe has experience in providing meal services to government agencies across different locations and has been able to meet their requirements in the past. Though we always try to add new items to our menu, authenticity is never compromised for novelty. Yes, we're constantly trying to make our menu dynamic by incorporating international flavors. We are known for catering in San Diego, CA and Oklahoma not just for our sumptuous menus but also for the quality of our

food which has only gotten better with each passing day. We assure you to offer you the best of hygiene meals and most importantly an appetizing meal every hour.

<p><b>CORE COMPETENCIES</b></p> <ul style="list-style-type: none"> <li>o Catering</li> <li>o Prepacked Meals</li> <li>o Food Service</li> </ul> <p>Rowe Solutions also sources California grass-fed dairy. Our product availability includes but is not limited to:</p> <ul style="list-style-type: none"> <li>o All sizes of milk (Individual, half gallon, gallon, etc.)</li> <li>o Plain &amp; flavored yogurts, sour creams, soft serve ice cream, shake mixes, &amp; baked goods</li> </ul>	<p><b>DIFFERENTIATORS</b></p> <ul style="list-style-type: none"> <li>o Utilize lean six sigma practices to maximize efficiency and continually improve our procedures.</li> <li>o Strive to bring a world-class experience from start to finish at an affordable price.</li> <li>o Extensive experience serving and managing large events / orders for numerous government organizations.</li> </ul>
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Overall, Rowe is a qualified and experienced contractor that is eager to compete for this requirement. We have successfully delivered similar services to other government agencies in the past and are confident that we can meet the needs of the City.

**Why Rowe?**

Rowe has developed a wide network of over 500 local restaurants with whom we partner to produce and deliver box breakfasts, lunches, and dinners anywhere in the San Diego, CA and Oklahoma. Our unique business structure allows us to standardize box meal menus and pricing for customers on a national level, as well as coordinate catering in multiple locations simultaneously while serving as a sole contact point for all client communications. Other key distinctions of Rowe's services include:

- ✓ **Customized Meals** – Daily menu are customized to your event unique tastes and preferences
- ✓ **Consistent experience** serving and managing large events / orders for numerous government organizations.
- ✓ **Expert chefs** - Use the highest quality locally sourced ingredients to create amazing meals at any price point.
- ✓ Special diet & allergy management
- ✓ Large volume capabilities
- ✓ Standardized nationwide pricing

Rowe has not only served Government agencies but has also catered to every aspect of the corporate community. Whether a hot meal, boxed lunches, BBQ or anything in between, we were able to meet the needs. We do breakfast, lunch, brunch, board meetings, afternoon socials, company picnics, appreciation luncheons & dinners, retirement parties, grand openings, and much more.

As a team of experienced catering staff from local authorities, we have a wealth of knowledge in all aspects of catering. Unlike other procurement organisations, we can support business with a team of experts, including nutritionists. Our catering support division extends from providing food contracts and audits to bespoke

consultancy and catering solutions.

As part of our catering support package, our kitchen audits assist you with compliance when it comes to hygiene standard, safe food practices, allergen regulation and documentation. The audit will cover compliance in Food Safety Standard practice and regulations, Government authorities' food nutrition standards, Government allergen regulation and customer service.



Rowe meals go way beyond the same old boring choices and provide the option to create fully customized boxed meals that are ready to go for any meeting at any time. Rowe will be your best choice for catering meals because we believe in giving you as many of the highest-quality dishes as specified in Govt. menu choices. We do this by leveraging solid experience in maintaining a best and most unique kitchen, food trucks and professional chefs in specified area, giving you unparalleled customized options to meet the tastes and dietary needs. Rowe dedicated account manager will guide you every step of the way to create a meal that is perfectly matched for each member of your team.

Our operations team fully manages your onsite event experience. Our onsite catering operations team owns all aspects of the day of event meal service. From setting up equipment and decor, to serving and delighting guests, we'll create an unforgettable meal experience for everyone who attends.

### 2.3.1 Sample 4-Week Menu

**Week 1**

**Day 1**  
**Breakfast:** Breakfast Burrito With Eggs, Vegetables, And Salsa With Orange Juice  
**Dinner:** Baked Cod, Brown Rice, Roasted Brussels Sprouts, Side Salad With Mixed Greens And A Vinaigrette Dressing

**Day 2**  
**Breakfast:** Cottage Cheese, Pineapple Chunks, Whole Wheat Bread, Serving Of Almonds And Coffee With Milk  
**Dinner:** Grilled Chicken, Brown Rice, Steamed Broccoli, Serve With A Small Fruit Salad

**Day 3**  
**Breakfast:** Avocado Toast With Poached Eggs, Tomato Slices And Coffee With Milk  
**Dinner:** Spaghetti With Tomato Sauce, Mixed Vegetables and bacon

**Day 4**  
**Breakfast:** Greek Yogurt With Muesli, Apple Slices, Boiled Egg  
**Dinner:** Ground Beef Lasagna, Garlic Bread, Serve With A Green Side Salad

**Day 5**  
**Breakfast:** Scrambled Eggs, Whole Wheat Toast, Fruit Salad, Low-Fat Milk  
**Dinner:** Lentil Soup, Spinach Salad And Whole Wheat Flatbread


**Day 6**  
**Breakfast:** Greek Yogurt Parfait, Granola, Berries, Coffee With Milk  
**Dinner:** Baked Chicken Thighs, Sweet Potato, Green Beans

**Day 7**  
**Breakfast:** Peanut Butter Banana Sandwich, Whole Wheat Bread, Carrot Sticks  
**Dinner:** Beef Stew With Potatoes And Carrots, Whole Wheat Bread





**Week 2**



**Day 1**  
**Breakfast:** Quinoa Porridge With Berries And Nuts  
**Dinner:** Grilled Shrimp, Couscous, Grilled Zucchini

**Day 2**  
**Breakfast:** Whole Wheat Waffles, Berries, Greek Yogurt  
**Dinner:** Chickpea Curry, Basmati Rice, Side Salad With Mustard Dressing

**Day 3**  
**Breakfast:** Smoothie With Spinach, Banana, And Protein Powder  
**Dinner:** Grilled Steak, Baked Potatoes, Steamed Asparagus

**Day 4**  
**Breakfast:** Whole Grain Cereal With Milk, Mixed Berries  
**Dinner:** Quinoa And Black Bean Stuffed Peppers, And Mixed Berries Salad

**Day 5**  
**Breakfast:** Oatmeal With Almonds And Honey, Orange Slices, And Boiled Egg  
**Dinner:** Baked Salmon, Boiled Rice, Roasted Peas And Carrots

**Day 6**  
**Breakfast:** Whole Wheat Pancakes, Maple Syrup, Banana Slices, Coffee With Milk  
**Dinner:** Vegetarian Stir-Fry, Tofu, Whole Wheat Pita Bread

**Day 7**  
**Breakfast:** Breakfast Bowl With Mixed Berries And Yogurt  
**Dinner:** Grilled Chicken And Vegetable Wrap With Humus And Side Salad

**Week 3**

**Day 1**  
**Breakfast:** Oatmeal Banana Pancakes, Honey, Black Coffee  
**Dinner:** Baked Chicken Thighs With Rice, Sauteed Spinach, And Carrot Juice

**Day 2**  
**Breakfast:** Veggie Omelette, Whole Wheat Bread, Tea With Milk  
**Dinner:** Lentil Stew With Whole Wheat Bread And Cucumber Salad

**Day 3**  
**Breakfast:** Cereal, Milk, Boiled Egg And Pineapple Juice  
**Dinner:** Baked Potato With Ground Beef And Steamed Broccoli

**Day 4**  
**Breakfast:** Whole Wheat Waffles, Light Drizzle Of Chocolate Syrup, And Coffee With Milk  
**Dinner:** Whole Wheat Tortilla Wrap With Beans, Spinach, Cheese.

**Day 5**  
**Breakfast:** Whole Wheat Croissant Sandwich With Turkey Slices, Cheese, And Apple Juice  
**Dinner:** Chicken Patty Burger With Cornmeal Buns, Lettuce, Patties And Tomato

**Day 6**  
**Breakfast:** Berry Smoothie With Yogurt, Raisins  
**Dinner:** Grilled Tofu With Carrot And Asparagus And Green Peas

**Day 7**  
**Breakfast:** Scramble Egg, Sausage And Bran Bread, Water  
**Dinner:** Alfredo Pasta Made With Low-Fat Milk And Grilled Chicken Thighs



Week 4

<p style="text-align: center;"><u>Day 1</u></p> <p><b>Breakfast:</b> Whole Wheat Blueberry Pancakes, Coffee With Milk  <b>Dinner:</b> Black Bean And Corn Salad With Avocado Dressing</p> <p style="text-align: center;"><u>Day 2</u></p> <p><b>Breakfast:</b> Banana And Nut Butter Smoothie Bowl With Peach Slices  <b>Dinner:</b> Chicken And Vegetable Stir-Fry With Rice Noodles</p> <p style="text-align: center;"><u>Day 3</u></p> <p><b>Breakfast:</b> Cheese Omelette, Multigrain Bread, Grape Juice  <b>Dinner:</b> Vegetable Soup With Whole Wheat Crackers, Boiled Egg</p> <p style="text-align: center;"><u>Day 4</u></p> <p><b>Breakfast:</b> Chia Pudding With Milk, Protein Powder And Mango Chunks  <b>Dinner:</b> Baked Cod With Sweet Potato And Green Beans</p> <p style="text-align: center;"><u>Day 5</u></p> <p><b>Breakfast:</b> Whole Wheat Tortilla Wrap With Scrambled Egg, Olive, And Spinach  <b>Dinner:</b> Tofu Burritos With Hummus Dressing, Lettuce And Onion</p> <p style="text-align: center;"><u>Day 6</u></p> <p><b>Breakfast:</b> Breakfast Bowl With Rolled Oats, Dates And Cinnamon  <b>Dinner:</b> Vegetable Stir-Fry With Ground Turkey And Quinoa</p> <p style="text-align: center;"><u>Day 7</u></p> <p><b>Breakfast:</b> Bagel Sandwich With Turkey, And Lettuce, Water  <b>Dinner:</b> Butter Chicken With Pita Bread And Tomato Salad</p>	
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## 2.4 Key Personnel – Roles and Responsibilities

Rowe Solutions is proud to have a dedicated team of 20 individuals who play essential roles in our mission to provide high-quality meals and services to our clients, including those in government and corporate events. Among our outstanding team members, we have key leaders who bring a wealth of expertise and leadership to our organization.

### Frank - Operations Manager:



Frank Brill, also known as Francis, is an accomplished professional with a remarkable background that combines Navy leadership experience with over 35 years of expertise in the food and beverage industry. Hailing from National City, CA, Frank's career has been marked by significant achievements and diverse roles. With six years of Navy service in leadership roles and a rank of E5, Frank demonstrated his exceptional supervisory skills, overseeing approximately 60 personnel during a five-day workweek. His military experience is a testament to his leadership abilities. In the realm of food and beverage, Frank's journey spans an impressive three and a half decades. His roles have encompassed a wide spectrum, including managerial positions, bartending, chef responsibilities, sous chef duties, food server roles, hosting, busboy work, and even short-order cooking. His proficiency extends to crafting pizzas and sandwiches. Frank's entrepreneurial spirit shines through as he presently manages several self-employed internet businesses, maintains numerous internet sites, and offers inventions for sale online. Frank's commitment to the food and beverage industry is exemplified by his multifaceted experience and dedication to his craft. He is highly motivated and, impressively, held 15 different occupations before the age of 16, showcasing his strong work ethic and determination. Education-wise, Frank pursued his basic studies at Philadelphia Bartram College prep Motivational School, earning a GED in basic studies in Pennsylvania. Frank's skill set is extensive, including military experience, leadership, food and beverage

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management, restaurant expertise, bartending, profit and loss management, culinary skills, food service management, catering, banquet experience, food safety, menu planning, food preparation, recruiting, food production, bussing, sales management, kitchen management, events management, inventory control, kitchen experience, cooking, human resources, cleaning, serving, pricing, and labor cost analysis.

In addition to his rich professional background, Frank's military service in the US Navy's Submarine Fleet Atlantic Group as a Chef earned him 20 certificates for meritorious service in Food Designations, further highlighting his exceptional contributions and dedication to his roles. Frank Brill is a consummate professional with a wealth of experience and a passion for excellence in both the military and food and beverage industries.

### **Peter - Executive Chef:**

Peter is a culinary professional with a strong objective to create and execute exceptional cuisine for a diverse range of clientele. His expertise encompasses overseeing, training, and managing both front-of-house and back-of-house restaurant staff and dedicated to innovating new dishes while ensuring precise execution by the kitchen team. His educational background includes an Associate's degree in culinary arts from the Great Lakes Culinary Institute in Traverse City, MI. He is also a Servsafe certified, demonstrating his commitment to food safety. His key skills lie in organizational abilities, efficient scheduling, team building through hiring and staff development, adept mediation, and effective communication. Additionally, he is proficient in Microsoft Word, Excel, and Outlook, enhancing my administrative capabilities. His professional experience includes serving as an Executive Chef at Nobu Matsuhisa in Vail, CO, from October 2018 to October 2023. In this role, he maintained and executed Chef Nobu's menu, led a team of 25 employees, oversaw daily operations, managed ordering and receiving, handled scheduling, mediated conflicts, conducted hiring and termination procedures, provided training, and excelled in event and menu planning and execution. He also managed town events and private off-site coursed dinners for up to 25 guests. Furthermore, he maintained food preparation standards, ensured safety and sanitation, managed kitchen equipment maintenance, contributed to kitchen design, curated seasonal menus, and conducted monthly inventory. Prior to this, from August 2015 to October 2018, he served as a Sous Chef at Nobu Matsuhisa in Vail, CO. In this role, he directed kitchen operations under the executive chef's guidance, oversaw kitchen staff, performed line work, managed food preparation, handled inventory, contributed to kitchen specials, and participated in rotating menu creations. He also assisted with both on-site and off-site events, upheld safety and sanitation standards, and managed food rotation and monthly inventory. His culinary journey also includes experience as a Line Cook at Yellowbelly Chicken in Vail, CO, from October 2014 to July 2015. Here, he managed ordering and receiving, engaged in food preparation, contributed to dishwashing, performed line work, operated the register, and participated in off-site events while maintaining safety and sanitation standards. Furthermore, he served as a Prep Cook at Wildwood Smokehouse in Vail, CO, from October 2012 to July 2015. He initially held the position of Head Baker for one year before transitioning to prep work, including tasks such as soup preparation, meat prep, ordering and receiving, inventory management, and ensuring safety and sanitation standards. His culinary journey began in June 2009 as a Sous Chef at Timothy's Restaurant in Union Pier, MI. During his tenure, he oversaw kitchen operations and staff, managed ordering and receiving, and prepared dishes across various stations, including sauté, grill,

salad, and fry. He also contributed to off-site events and catering, managed food rotation, and upheld safety and sanitation standards throughout. In summary, his extensive culinary background, leadership skills, and commitment to excellence make him a valuable asset in creating exceptional culinary experiences and effectively managing restaurant operations.

**Carlos - Head Sous Chef:**

Carlos Valdes Rivera has an extensive and diverse work history in the culinary industry. Currently serving as a Banquet Sous Chef at Paradise Point Resort & Spa in San Diego, CA, he oversees training, production, preparation lists, and produce ordering for a wide range of banquet events, from small tastings to large-scale functions. He adeptly manages multiple simultaneous events, including overseeing other outlets such as Tropics Bar & Grill and Island BBQ, ensuring produce procurement, quality standards, and staff training. His previous role as a Sous Chef at The INN At Rancho Santa Fe involved creating new menu items tailored to clientele and location, executing VIP events with up to seven courses, and meticulously managing daily seafood and produce inventory from various suppliers. Carlos also participated in BEO meetings and demonstrated proficiency with Birch Streets Systems. His culinary journey began at Alberto's Grocery Store in San Diego, CA, where he provided customer service and adhered to corporate food production standards. Over the years, he gained cross-training across various store departments, including managing the Deli department for extended periods. In other roles, such as Cook 3-1 at The Glen At Scripps Ranch and Paradise Point Resort & Spa, Carlos excelled in food preparation and execution, often working with new menus each week. He also showcased his adaptability by working across various outlets and restaurants within the resorts. His experience as a Pantry Line Cook at The Fisherman's Restaurant & Bar involved handling raw fish for sushi, high-volume prep production, and maintaining food safety and sanitation standards. Additionally, Carlos served as a Lead Cook at CHIPOTLE, where he oversaw protein handling, starch production, work area maintenance, and tempo logs. Carlos is highly motivated, possesses strong work ethics, and excels in adaptability and interpersonal skills. He is adept at working independently, mastering new skills quickly, and providing exceptional customer service. Carlos holds a Food Handler Certification and is committed to food safety and quality. With a passion for his work, Carlos takes pride in being a dedicated and hardworking professional, always striving to deliver positive and memorable customer experiences.

**2.5 Past Experiences**

*2.5.1 Past Experience #1*

<b>Project Title: Full Food Services</b>	
<b>Agency Name</b>	DHS - Customs & Border Protection -MUR
<b>Contract Number (if applicable)</b>	70B03C20A00000026 - 70B03C23F00000035
<b>Period of Performance</b>	On-going to September 30, 2023.
<b>Dollar Value</b>	\$250,000.00
<b>Location of the work</b>	U.S. Customs and Border Protection Newton-Azrak Station/Murrieta.
<b>Indicate whether as a prime contractor or subcontractor)</b>	Prime

<b>Reference</b>	Frank S. Duarte Contracting Officer (CO) Phone: (mobile) 202-425-1775 Email: frank.s.duarte@cbp.dhs.gov
<b>Contracting Officer Address &amp; Phone</b>	Address: 25762 Madison Avenue Murrieta, CA 92562 Phone: 916-653-8007
<b>Project Status</b>	On-going
<b>Description</b>	
Rowe has been into the contract with USBP, SDC Sector, DHS which has a requirement to establish a BREAKFAST, LUNCH, DINNER packaged, ready-to-eat meals/food BPA Call Order with one of eight vendors that were issued a BPA under the Southwest Border (SWB) Detainee Meals Multi-Award BPA, for the San Diego Sector Border Patrol, Murrieta Station.	

### 2.5.2 Past Experience #2

<b>Project Title: Boxed Meals</b>	
<b>Agency Name</b>	U.S. Customs and Border Protection Boulevard Station
<b>Contract Number (if applicable)</b>	70B03C20A00000026 - 70B03C22F00000561
<b>Type of Contract</b>	FFP
<b>Location of the work</b>	USBP El Centro Station 221 W. Aten Rd. Imperial, CA 92251
<b>Period of Performance</b>	Ongoing - Fiscal Year period of September 30, 2023.
<b>Dollar Value</b>	\$250,000
<b>Indicate whether as a prime contractor or subcontractor)</b>	Prime
<b>Reference</b>	Mariaelena Marquez Mission Support Specialist Phone: 619-216-4104 Email: Mariaelena.Marquez@cbp.dhs.gov
<b>Contracting Officer Address &amp; Phone</b>	Customs and Border Protection USBP El Centro Station Address: 221 W. Aten Rd. Imperial, CA 92251 Phone: · +1 760-335-5700
<b>Project Status</b>	On-going
<b>Description</b>	
Rowe solution has been awarded to this ongoing BPA call order contract, where we have been providing meals upon request. Meals are prepared at our facility and delivered. We provide a Breakfast, Lunch, Dinner packaged, ready-to-eat meals/food to U.S Border Patrol (USBP), San Diego Sector (SDC), Boulevard Station. We also assist CBP with meal/food delivery during holidays and	

weekends as required. We also prepare, store, handle, transport, and deliver pre-packaged/prepared meals/food to the different location as requested by CBP.

### 2.5.3 Past Performance #3

<b>Project Title: Detainee Meal Delivery - MUR</b>	
<b>Agency Name</b>	DHS - Customs & Border Protection
<b>Contract Number (if applicable)</b>	70B03C20A00000026 - 70B03C22F00000561
<b>Type of Contract</b>	FFP
<b>Location of the work</b>	USBP El Centro Station 221 W. Aten Rd. Imperial, CA 92251
<b>Period of Performance</b>	Fiscal Year period of September 30, 2022.
<b>Dollar Value</b>	\$250,000.00
<b>Indicate whether as a prime contractor or subcontractor)</b>	Prime
<b>Reference</b>	Name: Benjamin Dorgan Title: Contracting Officer Phone: 520-407-2808 Email: <a href="mailto:benjamin.j.dorgan@cbp.dhs.gov">benjamin.j.dorgan@cbp.dhs.gov</a>
<b>Contracting Office Address &amp; Phone Number</b>	Customs and Border Protection USBP El Centro Station Address: 221 W. Aten Rd. Imperial, CA 92251 Phone: · +1 760-335-5700
<b>Project Status</b>	On-going
<b>Description</b>	
Rowe solutions have supported USBP SDC with a packaged, ready-to-eat meals/food at the San Diego Sector Border Patrol Murrieta Station. We have provided Detainee Meals all packaged meals/food and we directly transport/deliver to the government's identified location. our exert chef were worked very closely with USBP designated Point of Contact (POC) to let them examine the meals/food upon delivery in order to ensure that it is acceptable in terms of flavor, texture, temperature, and appearance.	

### 3 Price

Item No	Description	Unit of Measure	Est. Quantity	Unit Price (\$)	Extended Price (\$)
1	Breakfast Meal	Each	146,000	\$ 4.50	\$657,000
2	Dinner Meal	Each	146,000	\$ 5.50	\$803,000
<b>Total Annual</b>					<b>\$1,460,000</b>
<b>Total Contract Amount (Total annual X 5)</b>					<b>\$7,300,000</b>

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**4 Addendum A**



**Request for Proposal (RFP) for Meal Delivery Services  
Addendum A**

<b>Solicitation Number:</b>	10090047-24-O
<b>Solicitation Issue Date:</b>	August 24, 2023
<b>Pre-Proposal Conference:</b>	No Pre-Proposal will be held.
<b>Questions and Comments Due:</b>	August 30, 2023 @ 12:00pm.
<b>Proposal Due Date and Time ("Closing Date"):</b>	September 14, 2023 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year, with four (4), one (1) year options to renew, from the Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Oscar Garcia, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 <a href="mailto:olgarcia@sandiego.gov">olgarcia@sandiego.gov</a> (619) 236-6037
<b>Submissions:</b>	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein.</p> <p><b>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>



**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**

**CITY OF SAN DIEGO**  
A Municipal Corporation

Rowe Solutions Inc.  
\_\_\_\_\_

Proposer

BY:

1135 Suite 30-B Garnet Ave  
\_\_\_\_\_

Street Address

Print Name:

San Diego, California 92109  
\_\_\_\_\_

City

Director, Purchasing & Contracting Department

(619) - 797 - 5315  
\_\_\_\_\_

Telephone No.

Date Signed \_\_\_\_\_

frank@therowesolution.com  
\_\_\_\_\_

E-Mail

BY:

*Francis Rowe*  
\_\_\_\_\_

Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

Frank Rowe  
\_\_\_\_\_

Print Name

BY: \_\_\_\_\_

Deputy City Attorney

CEO  
\_\_\_\_\_

Title

09/14/2023  
\_\_\_\_\_

Date

**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:**

Meal Delivery Services \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Rowe Solutions Inc.			
Legal Name	San Diego	DBA	
1135 Suite 30-B Garnet Ave		CA	92109
Street Address	City	State	Zip
Frank Rowe	(619) - 797 - 5315		
Contact Person, Title	Phone	Fax	

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

\* The precise nature of the interest includes:

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

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

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

Francis Rowe	owner
Name	Title/Position
san diego ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
owner	
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	
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: 2019 State of incorporation: California

List corporation's current officers: President: Frank Rowe, CEO  
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: 2019

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If Yes, please use Attachment A to disclose.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 **Yes**       **No**

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

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

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

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

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 **Yes**       **No**

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 **Yes**       **No**

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

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 **Yes**       **No**

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

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

Name of Bank:   Carrle  

Point of Contact:   ErMaee  

Address:   0 WeC rerer  

Phone Number:   1 19 4 92  

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.: 84-3719975 Year Issued: 2019

**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: USPFO OH PURCHASING & CONTRACTING

Contact Name and Phone Number: HERBERT L. BROWN, 614-336-7465  
Contact Email: herbert.l.brown24.civ@army.mil  
Address: CAMP PERRY DINING HALL 1804 ST. RT. 2 AND, OH-358 PORT CLINTON, OH OH 43452  
Contract Date: 18-20 NOV 22  
Contract Amount: \$3,315.00  
Requirements of Contract: Catered meals

Company Name: U.S. Customs and Border Protection Boulevard Station  
Contact Name and Phone Number: Mariaelena Marquez, 619-216-4104  
Contact Email: Mariaelena.Marquez@cbp.dhs.gov  
Address: USBP El Centro Station 221 W. Aten Rd. Imperial, CA 92251  
Contract Date: Fiscal Year period of September 30, 2023.  
Contract Amount: \$250,000

Requirements of Contract: We provide a Breakfast, Lunch, Dinner packaged, ready-to-eat meals/food to U.S Border Patrol (USBP), San Diego Sector (SDC), Boulevard Station.

Company Name: DHS - Customs & Border Protection  
Contact Name and Phone Number: Benjamin Dorgan, 520-407-2808  
Contact Email: benjamin.j.dorgan@cbp.dhs.gov  
Address: USBP El Centro Station 221 W. Aten Rd. Imperial, CA 92251  
Contract Date: Fiscal Year period of September 30, 2022.  
Contract Amount: \$250,000.00

Requirements of Contract: Rowe solutions has supported USBP SDC with a packaged, ready-to-eat meals/food at the San Diego Sector Border Patrol Murrieta Station.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes  No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes  No

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

**H. BUSINESS INTEGRITY:**

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

**Yes**       **No**

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

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

**Yes**       **No**

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

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

**Yes**       **No**

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

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

**Yes**       **No**

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

**I. BUSINESS REPRESENTATION:**

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

**Yes**       **No**

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

**Yes**       **No**

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

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

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

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

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

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

Company Name: \_\_\_\_\_

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: \_\_\_\_\_

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.**

<b>Frank Rowe</b>	<i>Francis Rowe</i>	<b>09/14/2023</b>
_____ Name and Title	_____ Signature	_____ Date

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

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

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

**Frank Rowe, CEO**

Print Name, Title

*Francis Rowe*

Signature

**09/14/2023**

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

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

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

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

#### II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Rowe Solutions Inc.

Certified By Frank Rowe Title CEO  
Name

Francis Rowe Date 09/14/2023  
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: Rowe Solutions Inc.

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

Address (Corporate Headquarters, where applicable): 1135 Suite 30-B Garnet Ave

City: San Diego County: San Diego State: CA Zip: 92109

Telephone Number: (619) - 797 - 5315 Fax Number: \_\_\_\_\_

Name of Company CEO: Frank Rowe

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: Corporation Type of License: S-Corp

The Company has appointed: Francis Rowe

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: 1411 Cornwall st Spring Valley CA 91977

Telephone Number: (619)797-5315 Fax Number: \_\_\_\_\_ Email: Frank@therowesolution.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 Rowe Solutions, Inc

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

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20.\_\_\_\_



(Authorized Signature)

Francis Rowe

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Rowe Solutions, Inc.

DATE: 9/14/2023

OFFICE(S) or BRANCH(ES): 2707 Boston Ave, San Diego, CA 92113 COUNTY: San Diego

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

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

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

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

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

Totals Each Column	1	3	1	6							5			
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**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 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

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

**Grand Total All Employees**

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

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

## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

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## 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**