The City of SAN DIEGO

CALL FOR ARTISTS

Request for Qualifications

San Diego Poet Laureate

Applications Due: November 6, 2026

1.0 INTRODUCTION

The City of San Diego (City) is seeking applications from interested qualified Artists to provide literary art services for San Diego Poet Laureate Project. An Artist or Artist team is sought to be San Diego's poet laureate (Poet Laureate).

Funding for the Poet Laureate is provided by the City. The City's Economic Development Department (EDD) will administer the process of Artist selection and oversee the Artist during the Poet Laureate term.

This Request for Qualifications (RFQ) describes the project, the required scope of services, the Artist selection process, and the information that must be included in the Statement of Qualifications (hereinafter referred to as the Application). Failure to submit information in accordance with this RFQ's requirements and procedures may be cause for disqualification.

1.1 Eligibility

Any Artist*[1] or Artist team legally residing in the City and authorized to work in the United States[2] is eligible to submit an Application. Individuals with conflicts of interest are not eligible for contract award under this solicitation.

**Throughout this RFQ, the singular term "artist" also means artist teams.* [1] *The City adheres to definition of "artist" which is contained in San Diego Municipal Code section 22.5902.* [2] *Artists must have all necessary documentation to work in the United States at the time of submittal of Application.*

2.0 PROJECT DESCRIPTION

2.1 Artwork Opportunity

The Artist selected through the competitive process will become the City of San Diego's Poet Laureate, serving as an ambassador and advocate for poetry, spoken word, and the literary arts. The Poet Laureate is expected to produce engaging and conceptually rich original works inspired by and in response to the City of San Diego as a richly diverse community with many untold stories and new ones made each day. Proceeding the City's first two Poet Laureates, this Poet will be the City of San Diego's Poet, a civic poet – the People's Poet – whose role is to elevate the power of, and potential in, spoken word, to convey the City of San Diego's goals, and to work closely with City of San Diegostaff to tell stories.

The Poet Laureate will elevate appreciation of the art form through public readings and civic events. They will also propose and lead a public project to celebrate the City of San Diego as an organization that serves its residents and make poetry more available and accessible to residents in their everyday lives.

The Poet Laureate will serve a two-year term, work in alignment with City of San Diego staff through Cultural Affairs, and collaborate with project partners during the two-year term. A Poet Laureate may not serve more than one full term [January 1, 2027 – December 31, 2028].

2.2 Budget

Approximately $20,000 is allocated for Poet Laureate. The budget is all-inclusive and must cover all costs associated with the Scope of Services, including all travel expenses.

3.0 SCOPE OF SERVICES

The Artist selected for the Poet Laureate is expected to represent the City of San Diego and the literary arts through activities related to poetry and spoken word; create and

present original works at selected City of San Diego events during each year which may include readings at City Council meetings as well as public readings at City events; propose and lead a public project during their term; and participate as a juror in Poetry Out Loud, a student poetry recital initiative within the given project budget. The complete Scope of Services is contained in Exhibit A to the Draft Agreement (Attachment A).

4.0 APPLICATION SUBMITTAL REQUIREMENTS

The Application should be concise, well-organized, and demonstrate the Artist's qualifications and experience applicable to the project. Artists will be evaluated based on the information submitted below.

4.1 Application Cover Sheet

Submit a completed Application Cover Sheet. The Cover Sheet is populated and submitted as part of the Online Application. If you are applying as an Artist team, note that only the lead artist should complete the Application Cover Sheet.

4.2 Work Sample with Annotated List

Submit examples of past work containing a maximum of 10 original poems and/or videos of original performed spoken word. Applicants may submit a maximum of 10 samples in total. This total includes Artist teams.

- Submit poems in ONE merged document in .pdf format.
- Submit NTSC format videos in .mpg, .mov, or similar format with a maximum file size of 100 MB. The total combined running time of all submitted videos may not exceed three minutes.

Provide an annotated work sample list as an additional document in .pdf format, which clearly describes each example of past work included in your Application. Annotations for each example of past work may include information such as title, publication name, publication date, performance location, and date of performance. For video samples of performed past work, please include the text of the works being performed as part of your annotated list.

4.3 Letter of Interest (1 page max.)

Submit a written narrative in a .pdf format describing your passion for and comprehension of the project. Clearly explain your relationship to San Diego and your approach to communicating the experience of the community. Please describe your methodology for conceptualizing and creating art. Please do not reiterate information already contained in your résumé. This narrative is your opportunity to convey your understanding of the role and why you are well-matched for the appointment. We are eager to hear what is distinctly "you" in your approach to creating art – in particular poetry and spoken word - what excites you about being a Poet Laureate, and what the panel cannot tell about your qualifications and your art form from looking at your résumé and examples of past work. The letter must include the Artist's name, address, telephone number, and e-mail address.

4.4 CV or Professional Résumé

Submit a current professional résumé or curriculum vitae (CV) in a .pdf format. The résumé may include literary activities and achievements such as publication history, awards, performances and readings, past public poetry projects and education. If you are applying as a team, please include your team/studio résumé. If that is not available, please combine the individual résumé (one right after the other) of each team member into one .pdf document.

4.5 References

Submit the names, addresses, current telephone numbers, and/or email addresses for three experts on your work. Do not send letters of recommendation. If you are applying as a team, please include three team references. If that is not available, please combine three individual references of each team member into one .pdf document.

5.0 DIRECTIONS FOR SUBMITTAL OF APPLICATION

Artists must submit their application via City's Online Application using the following link:

https://sandiego.seamlessdocs.com/ng/fa/poet_laureate

Artists should check their Application for completeness: Confirm the Application includes all of the required materials listed below:

1. Application Cover Sheet
2. Work Sample with Annotated Image List
3. Letter of Interest
4. Professional Résumé or curriculum vitae
5. References

Artists must put all the required Application attachments in one (1) compressed (zipped) computer folder. Label the compressed folder with Artist name. An electronic copy of the Artist's folder with all Application materials must be uploaded to the online application. File size of zip folder should not exceed 250 MB. A checklist of required attachments and attachment button is included as part of the online Application.

The Application must be submitted in electronic format only at the application link provided and is due **no later than 4:00 PM local time** on **November 6, 2026** for the Poet Laureate performance of services.

Artists are responsible for the submission and Application acceptance before the closing time set forth in this RFQ or as changed by addenda. **Important Note:** Please use Firefox or Chrome to submit application. Submission of the Application into the electronic system may not be instantaneous; it may take time for the Artist's Application to upload and transmit before the Application is accepted. It is the Artist's sole responsibility to ensure their Application is uploaded, transmitted, and arrives in time electronically. Applications remain sealed until the deadline.

6.0 PRE-SUBMITTAL ACTIVITIES

6.1 Questions Concerning RFQ

All questions regarding the RFQ shall be sent as an e-mail to:

City of San Diego Economic Development Department
Lara Bullock, Civic Art Project Manager
lbullock@sandiego.gov

Questions shall be submitted as soon as possible, but no later than 5:00 PM local time, on October 26, 2026.

7.0 ARTIST SELECTION PROCESS, PANEL & CRITERIA

A panel appointed by the City will review and evaluate the Applications utilizing the selection criteria below. (City staff may pre-screen each Application to verify eligibility and to evaluate responsiveness to the criteria. Applications deemed to be marginally responsive may not be forwarded to the panel for review.) The panel will be comprised of City staff, community members, and literary art experts. The panel will create a shortlist of approximately three of the most qualified Artists and may interview the shortlisted Artists. It is mandatory that the designated lead Artist take part in the interview. Interviews may be via video call or in-person. Artists who accept an invitation to interview will not be expected to develop proposals. However, in the interviews, Artists will be expected to discuss past approaches and working methods as well as answer questions relating to working on projects of this nature. Based on these evaluations, the panel will recommend one Artist for the contract award.

7.1 Criteria

Criteria used to evaluate Artists as evidenced in Application materials include:

- Artistic excellence, uniqueness of vision, and strength of creativity
- Originality of approaches and methodologies used to convey meaning through literary art
- Demonstrated capacities for working with concepts that are appropriate to the opportunity and sociocultural context
- Experience with public engagement in the development of art projects
- Demonstrated artistic and technical skills necessary for this project, such as education and training as a literary Artist (formal education in this art form is not required to apply) body of work either published or presented, recognition by the literary or academic communities through awards and readings, and/or other related activities indicative of artistic achievement and experience
- Demonstrated interest in and understanding of the scope of services as well as capability in creating literary work and project in collaboration with the City of San Diego and its project partners
- A strong understanding of San Diego and San Diegans through personal experience that can apply to a larger audience via this program
- Strength of professionalism and communication skills
- If applicable, cohesiveness of team members
- If applicable, past performance on contracts with the City

The panelists who evaluate the Artists may use a four-point ranking system:

- **Ranks of 4 (4 and 4-)** designate an Artist as the most qualified. Artists ranked with a 4 meet all the review criteria to the highest degree possible. If there are no Artists that meet all the review criteria, no 4 ranking shall be given; this is not a grading curve, but a rarified achievement of near perfection given the criteria.
- **Ranks of 3 (3+, 3, and 3-)** are considered good. These Artists mostly meet the criteria in a strong or solid way, but may still need some improvement.
- **Ranks of 2 (2+, 2 and 2-)** are considered marginal. These Artists have some merit,

but do not meet the criteria in a strong or solid way.
- **Rank of 1** is not qualified under any circumstance; inappropriate for the award.

In round one of the evaluation process, panelists may give each Application a rank. Panelists' ranks are then averaged for a single, initial score per Artist. In round two, Artists are clustered by rank from highest to lowest. Rank adjustments may occur when the panel agrees that an Artist is out of place within the clusters. From this process, the shortlisted Artists will be identified and invited to interview for the project. From these, one Artist will be recommended to the City for appointment to be the San Diego Poet Laureate. An Artist may appeal under the circumstances provided in Council Policy 000-29 which is located at: http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/index.shtml.

8.0 SCHEDULE FOR SELECTION AND AWARD

The City anticipates that the process for selecting an Artist and awarding the contract, will be according to the following tentative schedule:

Advertise and Issue RFQ:	Sept.23,2026
Last Date to Submit Questions:	Oct.26, 2026
Application Due Date:	Nov. 6, 2026
Shortlist Determination:	Dec. 2026
Oral Interviews:	Dec. 2026
Selection and Notification:	Dec. 2026
Contract Negotiation Complete:	Jan. 2027
City Approval of Contract:	Jan. 2027
Notice to Proceed:	Jan. 2027

9.0 CONDITIONS FOR SUBMISSION

9.1 Rights Pertinent to this RFQ

The City reserves the right to reject, in whole or in part, any responses to this RFQ, to not accept an Artist recommended by any of the selection panels, to initiate an alternate selection process, to reissue the RFQ and/or cancel this RFQ, in whole or in part, at any time without prior notice, and makes no representation that any agreement will be awarded to any Artist. Additionally, the City expressly reserves the right to postpone opening responses to this RFQ for its own convenience, and/or to waive minor informalities or irregularities in the responses received.

The City reserves the right to revise this RFQ by addendum. The City is bound only by what is expressly stated in this RFQ and any authorized written addenda thereto. Addenda will be posted on the City's website at: https://www.sandiego.gov/economic-development/cultural-affairs/public-arts/opportunities-for-artists. It shall be the Artist's responsibility to check the website up to the final submission date for any possible addenda.

The City accepts no financial responsibility for any costs incurred by Artists. The City reserves the right to propose modifications to the Scope of Services during the contract negotiation phase between the City and the contract awardee. The City is not responsible for the loss or damage of any materials submitted. The City reserves the right to award contracts to more than one Artist.

9.2 Formal Approval of Contract

The Artist understands that issuance of this RFQ does not commit the City to award a

contract, or to pay any costs incurred in the preparation of a response to this RFQ. The Artist shall note that the execution of any contract pursuant to this RFQ is contingent on approval by the Mayor (or his designee), or the City Council, as required by law.

9.3 Confidential RFQ & California Public Records Act

The City will not share the details of individual responses to this RFQ with competing Artists during the selection process. The Artist declares and acknowledges by submittal of an Application that after the selection process ends and final approval of the contract, any information submitted in response to this RFQ is a public record subject to disclosure unless a specific exemption in the California Public Records Act (CPRA) applies. If an Artist submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the responsibility of the Artist to provide to the City specific legal grounds on which the City can rely in withholding information requested under CPRA, should the City choose to withhold such information. General references to sections of CPRA will not suffice. Rather, the Artist must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure requirements of CPRA. If the Artist does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by CPRA and the Artist will hold the City harmless for release of this information. It will be the Artist's obligation to defend, at Artist's expense, any legal actions or challenges seeking to obtain from the City any information requested under CPRA withheld by the City at the Artist's request. Furthermore, the Artist shall indemnify the City and hold it harmless for any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under CPRA withheld at Artist's request. Nothing in this section creates any obligations for the City to notify the Artist or obtain the Artist's approval or consent before releasing information subject to disclosure under CPRA.

9.4 News Releases

The Artist agrees that, if selected, the City will review and approve all news releases pertaining to this RFQ and/or subsequent agreement(s). All news releases will be submitted in writing to Commission staff member. Staff will review and provide feedback and/or approval in a timely manner.

9.5 Examination of RFQ

The Artist understands that the information provided herein is intended solely to assist the Artist in preparation of a submission. By submitting a response to this RFQ, the Artist represents that the Artist has thoroughly examined and become familiar with Scope of Services required in the RFQ and is capable of performing quality services and to achieve the objectives of the City.

9.6 Contractors Standards

Prior to awarding a contract, the selected Artist will be required to complete a Contractor Standards Pledge of Compliance per Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20148. The

Contractor Standards are available online at http://www.sandiego.gov/purchasing/pdf/pledgecompliance.pdf or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

9.7 Eligibility Restrictions

Elected officials, commissioners, board members, committee members, agents, officers and employees of the City and their business partners or their immediate family members are not eligible for a contract award under this RFQ.

9.8 Use of Information

Contact information for each Artist may be entered into a database and used to advertise future calls for Artists issued by the City or the City's affiliates. In general, the contents of the database are intended for use in advertising paid opportunities for Artists.

9.9 Definition of "Artist"

The issuance of this RFQ means that City intends to contract with an Artist as defined in San Diego Municipal Code Section 22.5902 et seq.

9.10 Equal Opportunity Contracting Program

The City endeavors to do business with Artists sharing the City's commitment to equal opportunity and will not do business with any Artist that discriminates 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.

9.11 Insurance Requirements

Any Artist selected to enter into contracts with the City will be required to obtain, at the Artist's sole cost and expense, all insurance required by the City. The Artist may be asked to refrain from working until such insurance has been approved by the City. Insurance required by the City is included in Section 4.3 of Attachment A.

9.12 Business Tax Certificate

Any Artist selected to enter into contracts with the City will be required to obtain, at the Artist's sole cost and expense, a City of San Diego business tax certificate.

9.13 Drug-Free Workplace Policy

The City has adopted a Drug-Free Workplace policy which applies to all City projects. Although not required for submittal in the Application, the selected Artist will be required to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and agrees to do so when the selected Artist executes Attachment A.

ATTACHMENT A
DRAFT AGREEMENT

AGREEMENT BETWEEN

THE CITY OF SAN DIEGO

AND

[NAME]

FOR

LITERARY ART SERVICES – SAN DIEGO POET LAUREATE

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LITERARY ART SERVICES – SAN DIEGO POET LAUREATE AGREEMENT EXHIBITS

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AGREEMENT BETWEEN

THE CITY OF SAN DIEGO
AND [NAME]
FOR LITERARY ART SERVICES – SAN DIEGO POET LAUREATE

THIS agreement, and incorporated **Exhibits A-F**, is made and entered into between the City of San Diego, a municipal corporation (City), and [Name] a literary artist (Artist, also sometimes referred to as "Contractor" in the Exhibits), for literary art services as San Diego's Poet Laureate (Agreement). All capitalized terms have the same meanings throughout the main body of this Agreement and its Exhibits.

ARTICLE I
SCOPE OF SERVICES

1.1 Scope of Services. At the direction of the City, the Artist must provide all services as described in the Scope of Services attached to this Agreement as **Exhibit A** (Services), to the City.

ARTICLE II
DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement will be effective on the date it is executed by the last party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it will be effective until completion of the Scope of Services, or December 31, 2024, whichever is earlier (Term).

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

2.2.1 Unless otherwise specified herein, time is of the essence for each and every provision of this Agreement. Artist 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 Agreement as provided herein if City, in its sole discretion, determines the delay is material.

2.2.2 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Artist to a reasonable extension of time to complete performance, but Artist will not be entitled to damages or additional

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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 Artist. This provision does not apply to a delay caused by Artist's acts or omissions. Artist is not entitled to an extension of time to perform if a delay is caused by Artist's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Artist's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

2.3 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of this Agreement by giving written notice of such termination to the Artist. Such notice must be delivered by certified mail with return receipt for delivery to the City, and the termination will be effective upon receipt of the notice by the Artist. Artist will be entitled to fair and reasonable compensation for all services completed in compliance with this Agreement prior to the notice of termination. In the event that the City terminates this Agreement pursuant to this Section, the City will have no right to use the Artist's work-product or Services, to complete and display the artwork absent the written consent of the Artist.

2.4 City's Right to Terminate for Default. If the Artist fails to satisfactorily perform any obligation required by this Agreement, the Artist's failure constitutes a default. A default includes, but is not limited to, the Artist's failure to adhere to the Schedule of Work given in **Exhibit D** attached hereto. If the Artist fails to satisfactorily cure a default within ten calendar days of receiving written notice from the City specifying the nature of the default, the City may immediately terminate this Agreement, and terminate each and every right of the Artist, and any person claiming any rights by or through the Artist under this Agreement. The rights and remedies of the City enumerated in this section are cumulative and do not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Artist.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. The City will pay the Artist for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, a total amount not to exceed $20,000.

3.2 Manner of Payment. The City will pay the Artist according to the Compensation and Fee Schedule attached hereto as **Exhibit C**. For the Term of this Agreement, the Artist will not be entitled to fees, including fees for expenses, that exceed the amounts specified in 3.1. The Artist must submit invoices in accordance with the Compensation and Fee Schedule, which must include a description of completed services. The City will pay undisputed portions of the invoice within 30 calendar days of receipt.

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ARTICLE IV
ARTIST'S OBLIGATIONS

4.1 Industry Standards. The Artist agrees that the services rendered under this Agreement will be performed in accordance with any standards, if such standards exist, customarily adhered to by an experienced and competent professional Artist using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City Council, Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Artist of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Maintenance of Records. The Artist must maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Scope of Services, throughout the performance of the Services and for a period of 10 years following completion of the Services. The Artist further agrees to allow the City to reasonably inspect, copy, and audit such books, records, documents, and other evidence.

4.3 Insurance. The Artist must not begin any work under this Agreement until the Artist has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Artist must submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. However, failure to obtain the required documents prior to the Services commencing will not waive Artist's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. The Artist's liabilities, including but not limited to the Artist's indemnity obligations, under this Agreement, are not limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and the Artist's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of this Agreement. The Artist must not modify any policy or endorsement thereto which increases the City's exposure to loss for the Term of this Agreement.

4.3.1 Types of Insurance. At all times during the Term of this Agreement, the Artist must maintain insurance coverage as follows:

Commercial General Liability. The Artist must keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which must cover liability arising from any and all personal injury or property damage in the amount of $ 1 million per occurrence and subject to an annual aggregate of $2 million. There must be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs are deemed outside the limits of the policy.

Commercial Automobile Liability. For all of the Artist's automobiles

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including owned, hired and non-owned automobiles, the Artist must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto. If the Artist does not possess owned automobiles then coverage for hired and non-owned automobiles must be provided.

Workers' Compensation. For all of the Artist's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Artist must keep in full force and effect, a Workers' Compensation policy. That policy must provide a minimum of $1 million of employers' liability coverage, and the Artist must provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

4.3.2 Deductibles. All deductibles on any policy are the responsibility of the Artist and must be disclosed to the City at the time the evidence of insurance is provided.

4.3.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement must only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City. The 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.

4.3.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

4.3.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including, but not limited to, California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents, and representatives as respects operations of the named insured. Any insurance maintained by the City and its elected officials, officers, employees, agents, and representatives will be in excess of the Artist's insurance and will not contribute to it.

4.3.4.2 Workers' Compensation and Employer's Liability Insurance

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Endorsements

WAIVER OF SUBROGATION. The Workers' Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the named insured for the City.

4.3.5 Reservation of Rights. The City reserves the right, from time to time, to review the Artist's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Artist for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.3.6 Additional Insurance. The Artist may obtain additional insurance not required by this Agreement.

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

4.4 Drug-Free Workplace. By signing this Agreement, the Artist agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Council Policy 100-17 is available on line at https://www.sandiego.gov/city-clerk/officialdocs.

4.5 ADA Certification. By signing this Agreement, the Artist agrees that it is aware of, and hereby certifies that the agrees to comply with, the City's Americans with Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

4.6 Compliance with the City's Equal Opportunity Contracting Program. The Artist must comply with the City's Equal Opportunity Contracting Program Consultant Requirements. The Artist must not discriminate against any employee or applicant for employment on any basis prohibited by law. The Artist must provide equal opportunity in all employment practices. The Artist must ensure that its sub-consultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this section is to be interpreted to hold the Artist liable for any discriminatory practice of its sub-consultants. The Artist's hiring or retaining of any sub-consultant to perform services is subject to prior written approval by the City. Should the Artist retain sub-consultants with the City's written approval, the Artist must comply with all Equal Opportunity Contracting requirements. For applicable rules and forms see http://www.sandiego.gov/eoc/index.shtml.

4.6.1 Non-Discrimination Ordinance. The Artist must not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the

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solicitation, selection, hiring, or treatment of sub-consultants, vendors, or suppliers. The Artist must provide equal opportunity for sub-consultants to participate in sub-consulting opportunities. The Artist understands and agrees that violation of this clause will be considered a material breach of the Agreement, and may result in termination, debarment, and other sanctions. This language must be in any agreements between the Artist and any Sub-consultants, vendors, and suppliers.

4.6.2 Compliance Investigations. Upon the City's request, the Artist agrees to provide to the City, within 60 calendar days, a truthful and complete list of the names of all sub-consultants, vendors, and suppliers that the Artist 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 the Artist for each subcontract or supply contract. The Artist further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance contained in San Diego Municipal Code (SDMC) sections 22.3501-22.3517. The Artist understands and agrees that violation of this clause will be considered a material breach of the Agreement and may result in remedies being ordered against the Artist up to and including termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Artist further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.7 Product Endorsement. The Artist must conform to the City's Administrative Regulation 95.65 and Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to the City as a user of a product or service will require the prior written approval of the Mayor.

4.8 Compliance with the City's Contractor Standards. The Artist must comply with the City's Contractor Standards delineated in the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316, the purpose of which is to ensure that the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in a given contract. To assist the City Manager in making this determination and to fulfill the requirements of SDMC section 22.3004(d), the Artist must complete and submit the *Contractor Standards Pledge of Compliance* attached hereto as **Exhibit F**. The submitted Pledge of Compliance is a public record and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. If a change in circumstances occurs that would modify any response thereon, the Artist must provide the City an updated Contractor Standards Pledge of Compliance within thirty calendar days of such change.

4.9 Conflict of Interest. The Artist 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., 81000, et seq., and the City of San Diego Ethics Ordinance codified in the SDMC at sections 27.3501 to 27.3595.

4.9.1 If, in performing the Professional Services set forth in this Agreement, any member of the Artist's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code

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of Regulations, or performs the same, or substantially the same, duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual will be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Artist's organization must make disclosures of relevant financial interests is set forth in the Determination Form attached as **Exhibit E**.

4.9.1.1 If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests must be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual must file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals must also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) must also be filed when the individual discontinues services under this Agreement.

4.9.1.2 If the City requires an individual member of the Artist's organization to file a statement of economic interests as a result of the Services performed, the individual will be hereby subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

4.10 Business Tax Certificate. Any Artist doing business with the City is required to comply with Section 31.0301 of the SDMC regarding business tax. For more information, visit the City's website at http://www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires the Artist to provide a copy of the Artist's business tax certificate, or a copy of the business tax certificate application receipt.

4.11 Submittals. Failure to provide the required submittals listed below with this Agreement will delay the full execution of this Agreement, and therefore, commencement of the Scope of Services and payments to Artist.

- Complete insurance certificates with all endorsements per Section 4.3
- Completed Equal Opportunity Contracting Program Work Force Report per Section 4.6
- Completed Contractor Standards Pledge of Compliance per Section 4.8
- Business Tax Certificate per Section 4.10
- Taxpayer Identification Number (W-9), if not currently on file. http://www.irs.gov/pub/irs-pdf/fw9.pdf

ARTICLE V
INDEMNIFICATION

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5.1 Indemnification. With respect to any liability, including but not limited to claims asserted or costs, losses, or payments for injury to any person or property, including intellectual property, caused or claimed to be caused by the acts or omissions of the Artist, or Artist's employees, agents, and officers, arising out of any services performed under this Agreement, the Artist agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against any and all liability. The Artist's duty to defend, indemnify, protect, and hold harmless will not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers, or employees.

5.2 Insurance. No provisions of Article V are limited by the insurance requirements of Article 4.3.

5.3 Enforcement Costs. The Artist agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

ARTICLE VI
MISCELLANEOUS

6.1 Headings. All article headings are for convenience only and will not affect the interpretation of this Agreement.

6.2 Independent Contractors. The Artist and any Sub-consultants employed by the Artist are independent contractors, and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Artist concerning the details of performing the Scope of Services, or to exercise any control over such performance, means only that the Artist must follow the direction of the City concerning the end results of the performance.

6.3 Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes must be in the County of San Diego, State of California.

6.3.1 Governing Law. This Agreement is 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.

6.4 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement will control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code will control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement will control. Each party must notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

6.5 Notices. In all cases where written notice is required under this Agreement, service will be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice will be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement,

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unless otherwise agreed to in writing, notice to the City must be addressed to: Christine Jones, Chief of Civic Art Strategies, City of San Diego Commission for Arts and Culture, 1200 Third Ave, Suite 924, San Diego, CA 92101, 619-236-6661, christinej@sandiego.gov. Notice to the Artist must be addressed to: [Name], [Address], San Diego, CA [Zip].

6.6 Integration. This Agreement represents the entire understanding of the City and the Artist as to those matters contained herein. No prior oral or written understanding has any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

6.7 Equal Benefits Ordinance. Unless an exception applies, Artist must comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Artist certifies that Artist is aware of, and will comply with the EBO throughout the Term of the Agreement.

6.8 Public Records. By Signing this Agreement the Artist agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Artist submits information **clearly marked** confidential or proprietary, the City may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Artist** to provide to the City the specific legal grounds on which the City can rely on when withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Artist must provide a **specific and detailed legal basis**, **including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Artist does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Artist will hold the City harmless** for release of this information.

It will be the **Artist's obligation to defend**, at Artist's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Artist's request. Furthermore, the Artist must **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act that was withheld with regard to the Artist's request.

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Nothing in this Agreement creates any obligation for the City to notify the Artist or obtain the Artist's approval or consent before releasing information subject to disclosure under the California Public Records Act.

6.9 Exhibits Incorporated. All Exhibits referenced herein are hereby incorporated into this Agreement.

6.10 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement will not render any other provision of this Agreement unenforceable, invalid, or illegal.

6.11 Equal Pay Ordinance. Unless an exception applies, Artist must comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Artist must require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Artist must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City, Artist acknowledges the EPO requirements and pledges ongoing compliance with the requirements the EPO throughout the Term of this Agreement.

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

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IN WITNESS WHEREOF, City and Artist certify that this Agreement is executed by the City and Artist through their authorized representatives, and agree to be bound by this Agreement.

Dated this _____ day of _____, _____.

_____

Artist

Dated this _____ day of _____, _____.

THE CITY OF SAN DIEGO
Mayor or Designee

By_____

Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Agreement this _____ day of _____, _____.

MARA W. ELLIOTT, City Attorney

By_____

Deputy City Attorney

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LITERARY ART SERVICES – SAN DIEGO
POET LAUREATE AGREEMENT

EXHIBITS COVER PAGE

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SCOPE OF SERVICES

A.1 Notice to Proceed with the Services. The Artist must not proceed with work on the Scope of Services until the Project Manager issues the Artist a notice to proceed.

A.1.2 Project Manager. The project manager for the City for all Services described in this Scope of Services is: Lara Bullock, Civic Art Project Manager, City of San Diego Commission for Arts and Culture, 1200 Third Ave, Suite 924, San Diego, CA 92101, 619-236-6883, lbullock@sandiego.gov, or their successor (Project Manager).

A.2 Artwork Definition. The Artist acknowledges and agrees that the artwork created by the Artist under the Agreement will meet the definition of "artwork" contained in SDMC section 26.0702. The City is not obligated to approve or accept artwork, which does not meet the City's definition of "artwork" or does not successfully pass the City's review process.

A.3 Public Process. It is understood that the process of developing, reviewing and approving an artwork for the City is an open and transparent process which may include public participation and scrutiny. The Artist acknowledges and agrees that the City may reasonably require documents and other materials relating to the development of the artwork to be made available to the public.

A.4 Coordination. The Artist acknowledges and agrees that coordination with City staff and other persons designated by the City who may be involved with the artwork, and the public project, is essential. The Artist agrees to cooperate with the City's designees in the completion of the Scope of Services under the Agreement. To facilitate this essential coordination, the Artist must be available with reasonable advance notice for meetings, as necessary. The City must provide the Artist, at no cost to the Artist, copies of existing reports, and other existing relevant data, if any, that the Artist needs to perform the Scope of Services under the Agreement.

A.5 Meetings. As determined by the City's Project Manager, in consultation with the Artist, the Artist must attend public meetings and events with the general public, attend coordination meetings with City staff, and attend presentations to approval authorities to communicate about the artwork.

A.6 Authorizations. The Artist must secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for completion of the Scope of Services.

A.7 Year One Tasks. By the end of the first year (Year One) of the Agreement, the artist must successfully complete the following tasks:

A.7.1 Literary Artwork Creation. The Artist must create four original artworks, either poems, spoken word, or both, inspired by and about the City of San Diego. The Artist must submit to the Project Manager written artwork for the City's

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review and approval in accordance with the timeline in the Schedule of Work attached as Exhibit D to the Agreement. All artworks must be reviewed and approved by the City before readings or publication.

A.7.2 Participation in Public Events. The Artist must participate in a minimum of six public events which may include readings at City Council meetings as well as readings at public events as designated by the Project Manager. Prior to an appearance by Artist related in any way to the Agreement, all public event participation by the Artist must be approved by the City.

A.7.3 Participation in *Poetry Out Loud*. The Artist must participate as a juror for the San Diego Regional Finals of *Poetry Out Loud*, a poetry recital competition for high school students, typically in February. Poetry Out Loud is a partnership between the National Endowment for the Arts and the Poetry Foundation and managed in California by the California Arts Council and regionally by the City of San Diego Commission for Arts and Culture.

A.7.4 Public Project. The Artist must develop a public project for implementation in the second year (Year Two) of the Agreement that will celebrate the city and make poetry more available and accessible to residents in their everyday lives. The public project proposal includes, but is not limited to, a public project concept, timeline, public engagement or participatory opportunities, and public project implementation plan.

A.7.4.1 Preliminary Idea. The Artist will present Artist's exploration of ideas for a public project to Project Manager. Project Manager may request Artist to present idea or ideas using presentation format of Artist's choice sufficient to provide a group or groups of people representing the City, its constituents, or both with a clear understanding of the proposed idea(s). Examples of acceptable presentation formats include drawings, image, photographs, and brief written narratives.

A.7.4.1.2 Notice of Approval for Preliminary Idea. The Artist must not proceed with work on the public project until the Project Manager has issued the Artist a notice of approval for preliminary idea.

A.7.4.2 Proposal. The proposal is a description of the proposed public project. The proposal must include, but is not limited to, information about the public project concept, timeline, public engagement opportunities, and public project implementation plan. The Artist must develop at least one proposal.

A.7.4.2.1 Research and Outreach. Throughout the development of the public project, the Artist must meet with City staff to understand the programmatic uses of the public project, to define goals appropriate to the immediate physical, social, and cultural environment of the public project, and to develop and refine the public project.

A.7.4.2.2 Elements of Proposal. The Artist's submission of a proposal to the Project Manager for review and approval must be of a quality appropriate for release to the press. The Artist agrees to supply any specific types of presentation materials required by the Project Manager. The proposal must include,

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but is not limited to:

a. Documentation of research and findings;
b. A written description of the proposed concept;
c. A budget, which demonstrates how the Artist proposes to allocate a portion of the Agreement award amount for completion of the public project. The budget must include, but is not limited to, the following items, as appropriate:
    1. Artist's fee
    2. Design development expenses
    3. Subcontractors' fees (itemize all costs)
    4. Administrative expenses (including postage, presentation materials, etc.)
    5. Materials and supplies (itemize all anticipated aspects and components with per unit and total cost estimates including applicable sales tax)
d. An implementation plan, which outlines the proposed public project implementation method to be completed by Artist, includes a timeline for the implementation that coordinates with Scope of Services, and identifies a schedule of relevant tasks that should be completed prior to, during and after implementation; and

A.7.4.2.3 Reviewing Bodies. The reviewing bodies include, but are not limited to, the office of the City of San Diego Commission for Arts and Culture (Office), and various City departments, as applicable. (collectively "Reviewing Bodies"). The Reviewing Bodies will be assembled by the Project Manager to review and approve the proposal and its requirements at various stages of development.

A.7.4.2.4 Proposal Review Process. The Project Manager and other members of City staff may review the proposal and require that the Artist make modifications to it before permitting its submission to the Reviewing Bodies. The Artist agrees to address the Project Manager's and City staff members' comments and modification requirements prior to submitting it to the Reviewing Bodies for approval. The Reviewing Bodies will review and make recommendations about the proposal. The Reviewing Bodies may recommend approval, approval with conditions or disapproval of the proposal. In the event that the Reviewing Bodies recommend disapproval, or approval with conditions, the Artist, upon written notification from the Project Manager, must respond to the Reviewing Bodies' comments in writing and submit a revised proposal to the Project Manager for review. The Reviewing Bodies will review the revised proposal and make additional recommendations until the proposal is approved by the Reviewing Bodies.

A.7.4.2.5 Notice of Approval for Proposal. The Artist must not proceed with work on the public project until the Project Manager has issued the Artist a notice of approval for the proposal.

A.8 Year Two Tasks. By the end of Year Two, the artists should have successfully completed the following tasks:

A.8.1 Literary Artwork Creation. The Artist must create four additional original artworks, either poems, spoken word, or both, for a total of eight artworks

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over the Term of the Agreement, inspired by and about the City of San Diego. The Artist must submit to the Project Manager written artwork for the City's review and approval in accordance with the timeline in the Schedule of Work attached as Exhibit D to the Agreement. All artworks must be reviewed and approved by the City before readings or publication.

A.8.2 Participation in Public Events. The Artist must participate in a minimum of six additional public events which may include readings at City Council meetings as well as public readings at City events as designated by the Project Manager. Prior to an appearance by Artist related in any way to the Agreement, all public event participation by the Artist must be approved by the City.

A.8.3 Participation in Poetry Out Loud. The Artist must participate as a juror for the San Diego Regional Finals of Poetry Out Loud, a poetry recital competition for high school students, typically in February. Poetry Out Loud is a partnership between the National Endowment for the Arts and the Poetry Foundation and managed in California by the California Arts Council regionally by the City of San Diego Commission for Arts and Culture.

A.8.4 Special Literary Artwork Creation. In addition to the artworks described in paragraphs A.7.1 and A.8.1 of this Exhibit, the Artist must create an original literary ode to San Diego. The Artist must submit the written artwork to the Project Manager for the City's review and approval in accordance with the timeline in the Schedule of Work attached as Exhibit D to the Agreement. The artwork must be approved by the City before dissemination.

A.8.5 Public Project Implementation. After receipt of the notice of approval for the public project proposal as specified in section A.7.4.2.5, the Artist must implement the public project approved by the City.

A.9 Progress Reports. The Artist must submit to the Project Manager progress reports related to the Year One and Year Two activities as outlined in in accordance with the timeline in the Schedule of Work attached as Exhibit D to the Agreement. Progress reports must include a description of work completed, anticipated work for the next reporting period, and the expected completion date for remaining work.

A.10 Notice of Completion. As soon as possible following the completion of the public project and Year Two activities, the Artist must supply the City with a notice of completion of the Services, a final report in a format to be specified by the City and no fewer than 20 digital images, measuring at least 300 dpi and in JPG or RAW format, which are accurate in color and detail and fully representative of the public project or participation in public events. The parties agree that the digital images will be placed on file with the Commission.

A.11 Notice of Approval. Upon the City's receipt and approval of the materials specified in section A.10, the City will issue the Artist a final notice of approval.

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ADDITIONAL PROVISIONS

B.1 Incapacity or Death. If the Artist becomes unable to complete the Agreement due to incapacitation or death, such incapacity or death will not be deemed a breach of the Agreement or a default on the part of the Artist. However, nothing in this section will obligate the City to accept the artwork.

B.1.1 Incapacity. In the event of the Artist's incapacity, the City may elect to terminate the Agreement.

B.1.2 Death. In the event of the Artist's death, the Agreement will terminate effective the date of death.

B.2 Artist's Representations and Warranties. The Artist represents and warrants that: The artwork is solely the result of the artistic effort of the Artist; except as otherwise disclosed in writing to the City, the artwork is unique, original, will be and will remain an edition of one, and does not infringe upon any copyright or the rights of any person; the artwork has not been accepted for sale elsewhere; the Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the artwork or any element thereof or any copyright related thereto, which may affect or impair the rights granted pursuant to the Agreement; the artwork is free and clear of any liens from any source whatsoever; all artwork created or performed by the Artist under the Agreement, whether created by the Artist alone or in collaboration with others, must be wholly original with the Artist and will not infringe upon or violate the rights of any third party; the Artist has the full power to enter into and perform the Agreement, and to make the grant of rights contained in the Agreement; and all services performed hereunder will be performed in accordance with all applicable laws, regulations, rules, ordinances, and the like, and with all necessary care, skill, and diligence.

B.3 Ownership of Documents. Copies of designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated, or prepared exclusively for the City pursuant to the Agreement will become the property of the City. The Artist must deliver such documents to the City whenever reasonably requested to do so by the City.

B.3.1 Use by City. The Artist agrees that the City may use the documents and materials submitted by the Artist for purposes related to the development, review, and approval of the artwork.

B.4 Copyright Ownership. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole artist and author of the artwork for the duration of the copyright, subject to the limitations herein.

B.4.1 Copyright Registration. The Artist must, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a registered copyright of the artwork in the Artist's name.

B.5 Reproduction Rights. In view of the intention that the artwork will be

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unique, and created for the City, the Artist must not make any duplicate reproductions of the artwork, nor may the Artist grant permission to others, unless Artist receives written permission from the City to do so. However, nothing herein prevents the Artist from creating other artworks in the Artist's manner and style of artistic expression.

B.5.1 City's License to Reproduce. The Artist grants the City a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce the artwork for all noncommercial City educational, public relations, tourism and arts promotional purposes including, but not limited to, displaying the artwork, reprinting the artwork, lending the artwork, reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions of the artwork, and displaying, distributing, transmitting such reproductions or images to the general public by any available means. Such reproductions and transmissions may include magazines, books, newspapers, journals, brochures and pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints and electronic media, DVD, CD, computerized retrieval systems, and all means or methods now known or hereafter invented in connection with City activities. As limited by the terms described in this licensing paragraph, City may authorize others to reproduce the artwork through separate licensing agreements that duly authorize such reproduction. Any such authorized reproduction by the City or others under its control will credit the Artist. The license granted to City through this licensing paragraph will last in perpetuity beyond termination of the Agreement.

B.5.2 Reproductions for Commercial Purposes. If the City wishes to make reproductions of the artwork for commercial purposes the parties must execute a separate agreement to address the terms of the commercial license granted by the Artist, and the royalty the Artist will receive. The Artist, in the Artist's sole discretion, may decline to authorize any reproduction which the Artist believes harmful to the Artist's professional reputation.

B.5.3 Credit for Reproductions. The City agrees that, unless the Artist requests to the contrary in writing, all formal references to, and reproductions of the artwork will credit the City and the Artist with © Artist's Name & Date of Completion.

B.6 City Approval for Publicity. The Artist must not, during the performance of the Agreement, disseminate publicity or news releases in any way related to the Agreement without prior written approval of the City.

B.7 Intellectual Property Warranty and Indemnification. The Artist represents and warrants that any materials or deliverables, including the artwork proposal and artwork, provided under the Agreement are original, 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 the artwork provided hereunder becomes the subject of a claim, suit, or allegation of copyright, trademark or patent infringement, the City will have the right, in its sole discretion, to require Artist to produce, at Artist's own expense, new artwork as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Artist further agrees to indemnify and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, actions, costs, judgments, or damages of any type alleging or threatening that

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any artwork proposals, materials, deliverables, supplies, equipment, services, or artworks provided under the Agreement infringe the copyright, trademark, patent, intellectual property, or other proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before the Artist receives payment under the Agreement, the City is entitled to withhold some or all of such payment.

B.7.1 Enforcement Costs. The Artist agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in the Agreement, including but not limited to, attorney's fees.

B.8 Sub-consultants: Ownership of Documents. The Artist must require each sub-consultant to agree that copies of designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to the Agreement will become the property of the City and the Artist. The Artist or sub-consultant must deliver such documents to the City whenever reasonably requested to do so by the City. This language must be in agreements between the Artist and any sub-consultants.

B.9 Sub-consultants: Copyright Ownership. The Artist must require each sub-consultant to agree that the Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole artist and author of the artwork for the duration of the copyright. This language must be in agreements between the Artist and any sub-consultants. If a sub-consultant's work is not deemed a work-for-hire, the Artist must require said sub-consultant to assign all rights to the Artist.

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EXHIBIT C

COMPENSATION AND FEE SCHEDULE

The following amounts will be paid to the Artist within 30 days of the City's receipt of an invoice from the Artist indicating that the appropriate milestone as described below has been reached:

Payment #1 - $1,000.00 upon Artist's receipt of the City's notice to proceed with the Services (Exhibit A, Section A.1);

Payment #2- $1,000 upon receipt of the Artist's first progress report (Exhibit A, Section A.9; Exhibit D);

Payment #3 - $6,000.00 upon completion City's notices of approval for all Year One tasks (Exhibit A, Sections A.7.1 – A.7.4);

Payment #4- $3,000 upon receipt of the Artist's second progress report (Exhibit A, Section A.9; Exhibit D);

Payment #5- $3,000 upon receipt of the Artist's third progress report (Exhibit A, Section A.9; Exhibit D);

Payment #6 - $3,000 upon receipt of the Artist's fourth progress report (Exhibit A, Section A.9; Exhibit D); and

Payment #7 - $3,000.00 upon receipt of the City's final notice of approval (Exhibit A, Section A.11).

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EXHIBIT D

SCHEDULE OF WORK

The Artist agrees to adhere to the following schedule:

Progress Report and Literary Artwork Creation. Submit first progress report and two literary artworks for Year One (Exhibit A, Section A.7.1 and A.9): May 1, 2023

Preliminary Idea. Submit preliminary idea for public project (Exhibit A, Section A.7.4.1): July 3, 2023

Public Project Proposal. Submit proposal for public project (Exhibit A, Section A.7.4.2): September 4, 2023

Progress Report and Literary Artwork Creation. Submit second progress report and two literary artworks for Year One (Exhibit A, Section A.7.1 and A.9): December 4, 2023

Progress Report and Literary Artwork Creation. Submit third progress report and two literary artworks for Year Two (Exhibit A, Section A.8.1 and A.9): May 7, 2024

Progress Report and Literary Artwork Creation. Submit fourth progress report and two literary artworks for Year Two (Exhibit A, Section A.8.1 and A.9): September 3, 2024

Special Literary Artwork Creation. Submit special literary artwork (Exhibit A, Section A.8.5): November 5, 2024

Notice of Completion. Submit a Notice of Completion (Exhibit A, Section A.10): December 31, 2024

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ADJUSTMENT OF SCHEDULE OF WORK: The City reserves the right, in its sole judgment and discretion, to make any reasonable adjustments to the Schedule of Work.

NOTE: All work must be completed by the expiration date stated in Article 2.1 of the Agreement.

EXHIBIT E

INSTRUCTION SHEET FOR

DISCLOSURE DETERMINATION FOR CONSULTANT (Form CC-1671)

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision.

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

   www.sandiego.gov/city-clerk/elections/eid/codes.shtml

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

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EXHIBIT E

DISCLOSURE DETERMINATION FOR CONSULTANT

**Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

1. Department / Board / Commission / Agency Name: _____

2. Name of Specific Consultant & Company: _____

3. Address, City, State, ZIP _____

4. Project Title (as shown on 1472, "Request for Council Action") _____

5. Consultant Duties for Project: _____

6. Disclosure Determination [**select applicable disclosure requirement**]:

☐ Consultant <u>will not</u> be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

☐ Consultant <u>will</u> be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [**Select consultant's disclosure category.**]

☐ Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

☐ Limited: Disclosure is required to a limited extent. [**List the specific economic interests the consultant is required to disclose.**]

_____

By: _____ _____

[Name/Title]* [Date]

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EXHIBIT E

Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.

DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

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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:

_____

_____

_____

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
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.

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** 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.

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	

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Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

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

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

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

If Yes, attach proof of status to this submission.

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

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☐ Corporation Date incorporated: _____ State of incorporation: _____

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

Type of corporation: C ☐ Subchapter S ☐

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

If Yes, after what date: _____

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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: _____

   Point of Contact: _____

   Address: _____

   Phone Number: _____

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

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

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

   Business Tax Certificate No.:_____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐Yes ☐No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☐No

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

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

   ☐Yes ☐No

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

7. Performance References:

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

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

Company Name: _____

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Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

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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.

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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

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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 _____.

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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.

_____	_____	_____
Name and Title	Signature	Date

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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.

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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.

_____	_____	_____
Print Name, Title	Signature	Date