



**Request for Proposal (RFP) for  
Consulting Services for Sports Arena Development and Lease Negotiations  
Addendum A**

**Solicitation Number:** 10089741-21-F

**Solicitation Issue Date:** November 6, 2020

**Pre-Proposal Conference:** No Pre-Proposal Conference will be held.

**Questions and Comments Due:** November 11, 2020 @ 12:00 p.m.

**Proposal Due Date and Time ("Closing Date"):** November 20, 2020 @ 2:00 p.m.

**Contract Terms:** One (1) year from Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

**City Contact:** Tammy Ferguson, Associate Procurement Contracting Officer  
[Tferguson@sandiego.gov](mailto:Tferguson@sandiego.gov)  
(619) 236-6043

**Submissions:** Respondent is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

**Completed and signed RFP signature page is required**, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**Questions and Answers**  
**RFP 10089741-21-F, Consulting Services for Sports Arena Negotiations**

Question 1     Page 9, Tab C, Is there a specific form or format to use for preparing the price proposal?

Answer         Proposers may select the format in which the pricing is submitted.

Question 2     Exhibit B, Scope of Work, Items 8 and 10, Will the contractor be working with the City Staff and/or City Attorney with respect to developing a lease agreement or other forms, or should the Contractor plan on using outside legal counsel as a subcontractor?

Answer         City Departmental staff, including the City Attorney Office will be actively engaged in the development of these materials.

Question 3     Regarding Tab C – Cost/Price Proposal: Does the City wish to see cost/price proposals assuming one year of services aligning with the initial contract term, or for some other timeframe (e.g. monthly)?

Answer         Pricing should align with the contract term reflected on the cover sheet of the RFP.

Question 4     Regarding Exhibit B, Scope of Work, page 2, Item B.12: Please provide additional scope detail, as possible relating to scope item B.12 “Execute an independent peer review of the complete Request for Proposal process.” Is this a quantitative, qualitative, legal review, or other? How will the City utilize the peer review?

Answer         Proposers should determine the appropriate level of detail for this peer review for the City to achieve its goal in ensuring the process was appropriately conducted.

2<sup>nd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any  
3<sup>rd</sup> Consultant's response to the RFP

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

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

CONSULTANT

CITY OF SAN DIEGO  
A Municipal Corporation

Jones Lang LaSalle Americas, Inc.  
Proposer

BY:

*C. Abarca*

8910 University Drive, Suite 100  
Street Address

Print Name:

*Claudia C. Abarca*

San Diego, CA 92122  
City

Director, Purchasing & Contracting Department

(206) 607-1754  
Telephone No.

*April 21, 2021*

Date Signed

bob.hunt@am.jll.com  
E-Mail

BY:

*Robert Hunt*

Signature of  
Proposer's Authorized  
Representative

Approved as to form this 27<sup>th</sup> day of

April, 20 21.  
MARA W. ELLIOTT, City Attorney

Robert Hunt  
Print Name

Managing Director  
Title

BY: *Kevin Reisch*  
Deputy City Attorney

November 19, 2020  
Date



**Request for Proposal (RFP) for  
Consulting Services for Sports Arena Development and Lease Negotiations**

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**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089741-21-F,  
Consulting Services for Sports Arena Development and Lease Negotiations**

This Consultant Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089741-21-F, Consulting Services for Sports Arena Development and Lease Negotiations (Consultant).

**RECITALS**

On or about 11/6/2020, City issued an RFP to prospective proposers for consulting services to assist the City with analyzing and negotiating the terms and conditions of a long-term ground lease for the Sports Arena parcels in the Midway District (Services). The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Consultant to provide Consulting Services as further described in the Scope of Work, attached hereto as Exhibit B, Consulting Services.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

**ARTICLE I  
CONSULTANT SERVICES**

**1.1 Scope of Work.** Consultant shall provide Consulting Services to City as described in Exhibit B, Scope of Work, which is incorporated herein by reference, in accordance with the General Contract Terms and Provisions, attached hereto as Exhibit C. Contractor will submit all required forms and information described in Exhibit A, the RFP, to the Purchasing Agent before providing Consulting Services.

**1.2 Contract Administrator.** The Real Estate Assets Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

George Katsikaris, Program Manager  
1200 Third Ave, Suite 1700  
San Diego, CA 92101  
619-236-6733  
gkatsikaris@sandiego.gov

**1.3 Written Authorization.** City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

**1.4 Duty to Inform City of Changes in Scope of Work.** Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Work, Cost Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be

construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

**1.5 Competitive Bidding.** If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term.** This Agreement shall be for a period of one (1) year from the Effective Date until completion of the Scope of Work. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall 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.

## **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$250,000.00.

**3.2 Additional Services.** City may require Consultant to perform additional Services beyond those described in the Scope of Work (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

**3.3 Manner of Payment.** City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Work and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Work appears that it may be greater than the maximum compensation for this Agreement.

#### **ARTICLE IV WAGE REQUIREMENTS**

4.1 Reserved.

#### **ARTICLE 5 CONSULTANT'S OBLIGATIONS**

**5.1 Right to Audit.** City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

**5.1.1 Audit.** City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**5.1.2 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**5.1.3 Accounting Records.** Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

**5.1.4 City's Right Binding on Subcontractors.** Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

**5.2 Subcontractors.** Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Work, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

**5.2.1 Subcontractor Contract.** Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

**5.2.1.1** Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**5.2.1.2** If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

**5.2.1.3** City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**5.2.1.4** Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

**5.2.1.5** City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

**5.3 Consultant Award Tracking Form.** Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.



**5.4 Consultant and Subcontractor Principals for Consultant Services.** This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

**5.5 Consultant Evaluation.** City will evaluate Consultant's performance using the Consultant Evaluation Form.

## **ARTICLE VI CONTRACT DOCUMENTS**

**6.1 Contract Documents.** This Agreement and its exhibits constitute the Contract Documents. The Contract Documents completely describe the Services to be provided. The exhibits are as follows:

- Exhibit A: The RFP
- Exhibit B: Scope of Work
- Exhibit C: General Contract Terms and Provisions
- Exhibit D: Compensation and Fee Schedule

**6.2 Submittals Required with the Agreement.** Consultant is required to submit the following forms and information before the Agreement is executed:

- Contractor Standards Pledge of Compliance
- Work Force Report
- Insurance Certificates with all endorsements - Including Proof of Professional Liability Insurance (Errors and Omissions)
- Consultant Award Tracking Form
- Contractors Certification of Pending Actions
- Conflict of Interest Certification

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

1<sup>st</sup> This Agreement

2<sup>nd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any  
3<sup>rd</sup> Consultant's response to the RFP

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

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

CONSULTANT

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_

\_\_\_\_\_  
Street Address

Print Name:

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
Telephone No.

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

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

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

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

\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT A

### PROPOSAL INSTRUCTIONS, SUBMISSION AND REQUIREMENTS

#### A. INTRODUCTION

On August 28, 2020, the City of San Diego (City) issued a Notice of Intent to Award to Brookfield +ASM Global (“Selected Proposer”) for the Development, Operation and Lease of City-Owned Parcels within the Midway-Pacific Highway Community. Consultant shall assist the City in evaluating and negotiating a long-term lease agreement at such price and upon such terms and timing that will ensure that the proposed development occurs, and that any agreement is on such terms and conditions that are set forth in the City Charter, Article 2, Division 9 of the San Diego Municipal Code (SDMC), and Council Policy 700-10.

#### B. PROPOSAL INSTRUCTIONS, REQUIREMENTS, AND EVALUATION CRITERIA

Instructions for this RFP and the evaluation criteria are contained herein. Each Proposer must read and comply with these requirements. If a Proposer does not understand a requirement, it is the Proposer’s responsibility to timely submit questions as described herein.

#### C. PROPOSAL SUBMISSION

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

**1.1 Reserved.**

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

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

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

**1.4.1 Reserved.**

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

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

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

**Tab A – Submission of Information and Forms.**

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

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.3** The Contractor Standards Pledge of Compliance Form.

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

**2.5** Conflict of Interest Certification

**2.6** Reserved.

**2.7** Reserved.

**2.8** Additional Information as required in Exhibit B.

**2.9** Reserved.

**Tab B – Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

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

**2.13** Proposer's response to the RFP. This response must include a resume for each individual assigned to this contract and a summary of Proposer's direct experience, which should be a minimum of five (5) years, and qualifications to accomplish the services presented in the proposal. The names and contact information from a minimum of three (3)

references who can provide a referral of relevant Proposer's experience during the past five (5) years.

**Tab C – Cost/Price Proposal (if applicable).** Proposers shall submit a Compensation and Fee Schedule; a complete and detailed cost proposal inclusive of indirect costs to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) and estimate of any subconsultant services. The total price must be stated as a total, not to exceed price for all the services and deliverables described in the Scope of Work. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

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

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

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

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

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

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

**7. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the

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

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

**B. PRICING**

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

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

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

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

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

### **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposers offering the lowest overall price will not necessarily be awarded a contract. The City reserves the right to reject all proposals and re-issue the RFP.

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

#### **3. Evaluation Process.**

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

**3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.** Interviews and/or oral presentations will be made to the Evaluation Committee to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone, video conference, virtual (via MS Teams or Zoom), and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

#### **3.3 Reserved.**

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

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

proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<u>15</u>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Expertise and experience are clearly conveyed and demonstrated in submission.	
4. Required documents as stated in this RFP are complete and without omissions.	
<b>B. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>35</b>
1. Previous work on similar projects with successful outcomes.	
2. Demonstrated expertise in this field.	
3. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
4. References which support information demonstrated in proposal.	
<b>C. Approach.</b>	<b>35</b>
1. Approach aligns with City's expected successful outcome	
2. Clearly defined approach indicated in proposal	
<b>D. Cost.</b>	<b>15</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u><b>100</b></u>
<b>E. Optional Interview/Oral Presentation.</b>	<b>10</b>
1. Proposer demonstrates the ability to communicate information that is concise, easy to understand, and relevant to the goals of this solicitation.	
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u><u><b>122</b></u></u>

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



#### D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

4. **Reserved.**

5. **Reserved.**

6. **Consultant Award Tracking Form.**

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

**EXHIBIT B  
SCOPE OF WORK**

**A. OVERVIEW**

On August 28, 2020, the City of San Diego (City) issued a Notice of Intent to Award to Brookfield +ASM Global (“Selected Proposer”) for the Development, Operation and Lease of City-Owned Parcels within the Midway-Pacific Highway Community. Consultant shall assist the City in evaluating and negotiating a long-term lease agreement at such price and upon such terms and timing that will ensure that the proposed development occurs, and that any agreement is on such terms and conditions that are set forth in the City Charter, Article 2, Division 9 of the San Diego Municipal Code (SDMC), and Council Policy 700-10.

**B. REQUIREMENTS AND TASKS**

Consultant’s services to the City shall include, but are not limited to:

1. Representing the City, as requested, in any forum, including any negotiations with the Selected Proposer and/or its designated representatives for the lease and development of the subject property;
2. Working with City staff and other City advisors engaged on matters impacting any transaction on the property;
3. Identifying issues related to the development, community interests, financing and construction of the property;
4. Assist in the aligning of development to the interests of the City and the community it will serve;
5. Developing a realistic and appropriate timeline to complete the negotiations and finalizing the transaction, as well as appropriate timelines for the development to occur;
6. Providing information to allow the City to determine an appropriate value to be paid to the City for the leasehold interest(s) in the property, including identifying any appropriate factors that should be considered, such as rent credits, as well as researching and analyzing similar transactions for comparable properties relevant to this negotiation, prevailing economic conditions and market trends, and any special benefits that may accrue from this lease;
7. Identifying potential development requirements and terms and conditions that can be imposed through the lease agreement, or transfer documents that allow the City to require compliance with its Climate Action Plan, and greenhouse gas emission reduction goals;
8. Assisting in negotiating and drafting a long-term lease with the Selected Proposer;

9. Developing a list of elements of any proposed transaction for presentation to the City Council;
10. Developing various agreement provisions and documents in relation to the proposed lease and development of the property;
11. Running financial analyses of all options discussed and proposed during negotiations, including analyzing potential and available revenue sources anticipated from the development of the subject property such as sales tax, possessory interest taxes, transient occupancy taxes, or other revenue opportunities.
12. Execute an independent peer review of the complete Request for Proposal process.

### **C. DEPARTMENT ROLES AND RESPONSIBILITIES**

The department roles and responsibilities include the following:

1. READ will ensure that executives, management, and key personnel (both business and technical), and any other subject matter resources will be reasonably and timely available, as required by the Consultant, for interviews, meetings, and knowledge transfer.
2. READ will ensure that documentation is provided timely.
3. READ will ensure that qualified individuals are made reasonably available as required and perform their assigned tasks and responsibilities in a timely manner.
4. READ will make every effort to forward applicable documentation that can be gathered and sent to the Consultant in advance.
5. READ will provide the Consultant with reliable, accurate and complete information as required.
6. READ will make timely decisions and obtain required management approvals for the Consultant to perform its obligations under the Contract.

### **D. CONSULTANT ROLES AND RESPONSIBILITIES**

With respect of all services provided to the Department, Consultant will fulfill the following operational roles and responsibilities:

1. Using experience to provide responsible, accurate, and specialized recommendation and information to READ.
2. Coordinate, facilitate, and prepare for workshops.

3. Provide additional updates to READ staff.
4. Ensure that deadlines and deliverables are met or inform READ staff of pending concerns.

**E. TECHNICAL REPRESENTATIVE**

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