

**CITY OF SAN DIEGO  
ECONOMIC DEVELOPMENT DEPARTMENT  
REQUEST FOR PROPOSAL (RFP) No. EDD 2019-001 FOR  
MOBILE SOLAR PANEL ELECTRIC VEHICLE CHARGING SYSTEM**



**Request for Proposals Issuance Date:** May 6, 2019

**Pre-Submittal Conference Phone Call (Optional):** 1:00 p.m.PST, May 9, 2019  
Responders may call in at 619-236-5939

**Questions and Comments Due:** 5:00 p.m.PST, May 14, 2019

**Answers from City – Posted:** 5:00 p.m.PST, May 20, 2019

**Proposal Due Date and Time (Closing Date):** 5:00 p.m.PST, May 28, 2019

**City Contact:**

Jacques Chirazi, Innovation Economy  
Business Development Officer,  
Economic Development Department  
1200 Third Avenue, Suite 1400  
San Diego, California 92101  
jchirazi@sandiego.gov  
(619) 236-6326

**Submissions:**

Each firm is required to submit one signed original, one copy and one electronic copy (e.g., thumb drive or CD) of proposal as described herein

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL (RFP) No. EDD 2019-001 FOR  
MOBILE SOLAR PANEL ELECTRIC VEHICLE CHARGING SYSTEM FOR CITY OF SAN DIEGO OWNED  
PROPERTIES**

**This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (Contractor).**

**RECITALS**

**On or about May 6, 2019, City issued an RFP (No. EDD 2019-001) to prospective solar electric vehicle supply and equipment providers (SEVSE) for mobile solar panel electric vehicle charging system to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.**

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

**City desires Contractor to design, manufacture, install, operate, and maintain mobile solar panel electric vehicle charging equipment/systems on City-owned properties.**

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

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Economic Development Department (EDD) before providing Services.**

**1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.**

**1.3 Equal Opportunity Contracting Program (EOCP) Compliance. This Contract incorporates by reference the City's Equal Opportunity Contracting Program (EOCP) Compliance contractor requirements, attached hereto as Exhibit D.**

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term. This Contract shall be for a period of four (4) years beginning on the Effective Date of final approval. Renewable upon agreement by the parties for an additional one (1) year option ("Term"), this Contract shall be effective until completion of the Scope of Services, but no longer than five (5) years from the Effective**

Date, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall not provide direct compensation for performance of all Services rendered in accordance with this Contract.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1 Reserved.**

### **ARTICLE V CONTRACT DOCUMENTS**

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

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

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

**1<sup>st</sup> Any properly executed written amendment to the Contract**

**2<sup>nd</sup> The Contract**

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

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

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

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

**Proposer / Firm:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of proposer's Authorized Representative**

**Date:** \_\_\_\_\_

**THE CITY OF SAN DIEGO, a California municipal corporation**

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

**Name: Christina Bibler**

**Title: Director, Economic Development Department**

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**MARA W. ELLIOTT, City Attorney**

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

**Name: Adam R. Wander**

**Title: Deputy City Attorney**

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**RFP No. EDD 2017-003**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to: Jacques Chirazi, Business Development Officer, City San Diego Economic Development Department, Civic center Plaza, 1200 3<sup>rd</sup> Avenue, suite 1400, San Diego, CA 92101.

**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 and submitted to the attention of Jacques Chirazi, Business Development Officer, City San Diego Economic Development Department, Civic center Plaza, 1200 3<sup>rd</sup> Avenue, suite 1400, San Diego, CA 92101. The RFP Title and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted. Proposer must submit one (1) original, one (1) copy, and one (1) electronic copy (e.g. thumb drive or CD) of the proposal as described herein.

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

**1.4 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via email to the assigned City Contact no later than the date specified. Only written communications relative to the procurement shall be considered. Email is the only acceptable method for submission of questions, however, if necessary and upon request, alternative formats and accommodations may be made available by City. 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. 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.** 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.**

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

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

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

**2.5 Reserved.**

**2.6 Reserved.**

**2.7 Reserved.**

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

**2.9 Reserved.**

**2.10 Reserved.**

**2.11 Reserved.**

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

**2.12 A title page.**

**2.13 A table of contents.**

**2.14 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.**

**2.15 Proposer's response to the RFP.**

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

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

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

**6. 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 e-mail. Telephonic withdrawals or modifications are not permissible.

**7. 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 shall notify the City Contact no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error.

If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including

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

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

## **B. 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.

2. **Sustainable Materials.** Consistent with San Diego 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.

### **3.3 Reserved.**

3.4 **Discussions/Negotiations.** The City may 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:

**Company Experience and Management Team (45 Points)**

- Company Track Record
- Project Management & Customer Service
- Leadership Team and Expertise
- Product Support Team
- Operational and Maintenance Experience
- Strong Financial Backing

**Product and Service (55 Points)**

- Design capability, manufacturing and product integrity
- Product deployment expertise
- Infrastructure
- Existing Customer Base and Installation/Operation/Maintenance Base
- Track Record Operating and Maintaining SEVSE
- Experience collaborating with Municipalities

**MAXIMUM EVALUATION POINTS: 100**

### **C. ANNOUNCEMENT OF AWARD**

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

2. **Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by e-mailing a request to the City Contact. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

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

**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.

### **D. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD.**

The successful proposer is required to submit the following documents to the assigned RFP Manager in Economic Development Department within ten (10) business days from the date on the Notice of Intent to Award letter:

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

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

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

4. **Reserved.**

5. **Reserved.**

**6. 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.**

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**EXHIBIT B**  
**RFP No. EDD 2019-001**  
**SCOPE OF WORK**

**REQUEST FOR PROPOSAL FOR MOBILE SOLAR PANEL ELECTRIC VEHICLE  
CHARGING SYSTEM FOR CITY OF SAN DIEGO**

**Section I. INTRODUCTION**

The San Diego region leads the state and the nation in electric vehicle (“EV”) deployment; however, there remains a significant shortage of available public EV charging stations in the region. The City of San Diego (City) is actively working to address the shortage issue by increasing the availability of publicly accessible EV charging infrastructure to meet the region’s current and future demands. One-third of San Diego County residents live in apartment buildings and are dependent on publicly accessible charging locations to alleviate “range anxiety” an industry used term referring to the fear of running out of battery charge in an EV before reaching final destination.

San Diego has one the highest per capita ownership of plug-in electric vehicles (PEV) in California with approximately 19,000 electric vehicles in the region. In addition, an overwhelming number of EV owners lease EVs for three year terms. Given this market trend we expect a significant increase in used electric vehicle availability in the near future. The aftermarket for EVs can incentivize a new demographic of buyers to purchase EVs at a lower cost of ownership.

Publicly accessible charging stations are important infrastructure assets for the community to help alleviate range anxiety. The availability of publicly accessible EV charging infrastructure strengthens the regional market for EVs and helps support the adoption of plug-in electric vehicles in the region.

The City recognizes that the implementation and maintenance of publicly accessible electric charging infrastructure is a complex endeavor.

*By soliciting qualifications, the City is not obligated to award a contract. Further, pursuant to completion of this qualifications solicitation, the City may elect to execute contract(s) to provide professional services with one or more firms participating in this solicitation process.*

**Section II. SCOPE OF REQUEST**

- A. The City is seeking proposals to identify a service provider that can design, manufacture, install, operate, maintain mobile solar panel electric vehicle charging systems on City-owned properties.**

- B. The service provider is responsible for the installation, operation and maintenance of mobile solar panel electric vehicle charging systems.
- C. The service provider shall cover all costs associated with the manufacture, installation and maintenance of new EV infrastructure at City owned locations (including design, permitting, and equipment costs).
  - a. The City has identified approximately 33 City-owned properties (e.g. community parks, libraries, city-owned parking lots and City employees' offices) as potential sites for mobile solar panel electric vehicle charging system deployment. These potential sites comprise a combination of publicly accessible and City employee locations. The applicant will be responsible for evaluating the viability of these proposed sites for mobile solar panel electric vehicle charging systems deployment viability.
  - b. Final site selections for mobile solar panel electric vehicle charging systems deployment are subject to approval by the City of San Diego.
- D. The Service provider shall have a general understanding of, and shall comply with the accessibility requirements of the federal Americans with Disabilities Act (ADA), California State accessibility regulations, and the City of San Diego's regulations, policies, and standards on accessibility for the mobile solar panel electric vehicle charging stations.
  - a. Refer to the 2016 California Building Code – Electric Vehicle Charging Stations for the state's accessibility requirements.
  - b. Refer to the 2010 Americans with Disability Accessibility Standards for the applicable federal accessibility requirements.
  - c. Refer to the City's Administrative Regulations and the most current City of San Diego Standard Drawings for Public Works Construction for the applicable regulations and standards for disability accessibility.
- E. Any mobile solar panel electric vehicle charging pads need to comply with the following requirements:
  - a. Where changes in level are permitted in floor or ground surfaces, they shall comply with ADAS §303 & CBC §11B-303.
    - i. Changes in level of  $\frac{1}{4}$  inch high maximum shall be permitted to be vertical.



Figure 303.2 Vertical Change in Level

- b. Changes in level between  $\frac{1}{4}$  inch (6.4 mm) high minimum and  $\frac{1}{2}$  inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

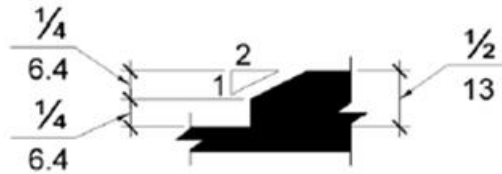


Figure 303.3 Beveled Change in Level

- c. Changes in level greater than  $\frac{1}{2}$  inch (13 mm) high shall be ramped, and shall comply with ADAS §405 & 406, CBC §11B-405 & 406.
- F. Some of the City-owned properties (such as dedicated parklands) will only allow mobile solar panel electric vehicle charging systems that are non-branded units.

### Section III. RESPONSE CONTENT

#### A. MINIMUM REQUIREMENTS

Minimum Requirements applicable to the Proposers are set forth below. Proposals that do not meet the following minimum requirements, or which do not comply with the specifications or material terms and conditions of this RFP, shall be considered non-responsive and shall be rejected. The Proposer must demonstrate that it meets these minimum requirements in its response to this RFP.

The RFP must include a cover letter, which must be signed by the individual who is authorized to contractually bind the Proposer. An unsigned cover letter may cause the proposal to be rejected. The letter must also contain the following:

1. The Proposing Firm's name, address, e-mail, and telephone number.
2. The Proposing Firm's Federal Employer Identification Number and, if applicable, Corporate Identification Number.
3. The name, title or position, e-mail address, and telephone number of the individual signing the cover letter on behalf of the Proposing Firm.
4. The name, title or position, e-mail address, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.

## **Management and Operations**

**The SEVSE Service Provider proposal should include but is not limited to the following:**

**All proposals should include a plan for the ownership, design/manufacturing, installation, operation, maintenance for mobile solar panel electric vehicle charging systems on City-owned properties. Proposals should include but is not limited to the following information:**

- 1. Describe how the installation and maintenance of the mobile solar panel electric vehicle charging systems will be deployed and handled;**
- 2. Describe response time to service charging stations due to malfunctions, vandalism, or other required maintenance.**
- 3. Number of full-time/part-time staff required to install and maintain charging systems assets.**
- 4. Describe process and timeline for responding to customer complaints.**
- 5. Describe plan to upgrade EV charging equipment (i.e. frequency, down time, and other similar information.)**
- 6. Details on the usage reports to be provided to City staff including format, frequency, and other similar information.**
- 7. Describe how the charging station units will be branded and what the corporate sponsor selection process will be.**

## **Ethical Requirements and Investment Guidelines**

**Proposers must demonstrate in the RFP response compliance with applicable City and federal conflict of interest and ethics policies and regulations.**

### **B. ORGANIZATIONAL BACKGROUND**

- 1. Describe the ownership structure of the Proposing Firm. Identify any and all affiliated and subsidiary organization(s).**
- 2. List the location(s) of your headquarters and branch offices.**
- 3. Describe in detail any potential conflicts of interest your firm may have in the management of the mobile solar panel electric vehicle charging systems.**
- 4. Describe in detail any claim or litigation or any legal/regulatory proceedings, investigations or disciplinary actions relating to business in which any member of the Proposing Firm's management has been involved during the**

prior three (3) year period.

5. **Provide a business plan and/or pro forma financial projection for the Proposing Firm covering a period of not less than five (5) years, assuming that the Proposing Firm is selected to manage the City's mobile solar panel electric vehicle charging systems.**

**C. Professionals**

1. **Professionals (Answer for all of Proposing Vendors). List all professionals who are currently employed by (or are principal owners/managers of) the Proposing Firm:**

Professional Category / Type	Total for Firm	Equity Ownership

2. **Key Managers. List those professionals who will be required to manage the contract scope:**

Name	Experience (in years)	Equity Ownership

<b>Total</b>		

Please provide the following information for all Key Managers:

- a. Full legal name
- b. Office address
- c. Office phone number and email address
- d. Curriculum Vitae (that expands on experience relevant mobile solar panel electric vehicle charging systems)

This information is required in order to conduct general background checks on each of the Principals disclosed by Proposers of this RFP. Please disclose any significant issues that we may find in our background search of publicly available information.

#### **D. Compliance/Internal Control Structure**

1. Provide a detailed summary of the Proposing Firm's organization and compliance process.
2. Identify senior or key personnel in the Proposing Firm's compliance process.
3. Attach a copy of the Proposing Firm's code of ethics policy.

#### **K. General Service Requirements**

1. Reports

Proposers may be required to provide semiannual reports, as well as other reports as may be reasonably requested by the City of San Diego EDD. Reports must be provided within the timeframes specified by the City of San Diego EDD.

#### **L. City Rights**

1. The City reserves the right to request additional information from any and all submittals.

2. The City reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP, to waive minor irregularities, to amend or terminate the RFP, and to conduct discussions with all responsible Proposing Firms, in any manner necessary, to serve the best interests of the City.

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