



**CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CA 92101-4195**

**REQUEST FOR PROPOSALS (RFP)
COVER SHEET**

Solicitation Type: Rehabilitation, Lease & Operation of City-owned Property,
1220 Third Avenue, San Diego, California 92101

Solicitation Number: RFP No. 1220

Solicitation Issue Date: April 28, 2016

**Proposal Due Date
and Time (Closing Date):** 4:00 p.m. Pacific Standard Time on June 14, 2016

City Contact: Heide Farst, hfurst@sandiego.gov
Phone (619) 236-6727 / Fax (619) 236-7606

**Recommended Site
Inspection:** May 10, 2016 at 11:00 a.m. at 1220 Third Avenue, San Diego, CA 92101
Please notify City Contact by May 9, 2016, if you are planning to attend.

**Questions and
Comments Due:** No later than May 13, 2016 at 3:30 p.m. P.S.T.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer _____

Street Address _____

City _____

Telephone No. _____

E-Mail _____

PROPOSER'S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return five (5) originals of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to rehabilitate, lease and operate the Property as set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer's Authorized Representative

Print Name

Title

Signature

Date

The City of San Diego (City) is requesting proposals from qualified firms or individuals, (hereinafter referred to as “Proposers”) to rehabilitate, lease, and operate the City-owned property located at 1220 Third Avenue, San Diego, California 92101 (Property). The City is seeking proposals that serve the best interest of the public while maximizing the economic viability of the Property and ensuring a sustainable revenue source to the City. The rehabilitation, leasing, operation and maintenance of the Property shall be in accordance with the terms and conditions contained in this RFP, and, if awarded, pursuant to a lease agreement (Lease) for the Property to be negotiated with the City and subject to approval by the San Diego City Council.

A. BACKGROUND

The Property was developed in the mid 1970’s and is located within the Community Concourse. The Community Concourse is located in the heart of downtown San Diego with adjacent buildings including the City Administration Building, the Civic Center Plaza, the Golden Hall Concourse, the Evan V. Jones Parkade, and the San Diego Civic Theatre, which has for decades been one of San Diego’s principal tourism and leisure destinations.

The Property consists of 0.088-acres of land, including a 3,424 square foot building, and a 1,602 square foot patio area, as further depicted in **Exhibits A and B**. The selected Proposer may be granted a non-exclusive right to use the loading dock located within the subterranean parking area of Civic Center Plaza. The existing building was built in 1971 and the Property was designated as a restaurant site. The Property is currently utilized as a casual dining restaurant and bar known as “Downtown Johnny Brown’s.”

The Community Concourse and surrounding area comprise of several attractions which provide the Property with excellent visibility for pedestrians. San Diego Civic Theatre (Theatre) opened in 1965 as a premier venue for traveling Broadway shows and performances. The Theatre also plays host to traveling artists, comedians, and dance acts. The seating capacity for the Theatre is 2,967. The San Diego Concourse (Concourse), also known as the Golden Hall Concourse, is also part of the Community Concourse. The Concourse is an event facility for receptions, trade shows, banquets, and meetings. The Concourse is also host of the monthly United States citizenship swearing-in. Maximum seating of the Concourse is approximately 4,200. The Civic Center Plaza, and its adjacent hardscape, is adjacent to the Property to the east and is an 18-story office building with over 600 City employees and subterranean parking. The City Administration Building has over 400 City employees. Another advantage of the Property’s location is its proximity within walking distance to hotels, shopping, trolley stops, restaurants, and entertainment. The Evan V. Jones Parkade is adjacent to the Property to the west and is a convenient parking structure with over 1,100 reserved and public parking spaces.

B. TYPE OF PROPOSALS SOUGHT

The City is seeking proposals to rehabilitate the Property and to lease, operate, and maintain the Property. Proposals should reflect the City's desire to have an operator who provides a high level of service to the public while it operates, manages and maintains the Property and related activities in a fiscally responsible manner that produces the most revenue for the City.

C. DEVELOPMENT/OPERATING PLAN

The City is seeking a Proposer to rehabilitate the Property and to lease, operate, and maintain the Property. Each Proposer should demonstrate the ability to support the City's desire to rehabilitate and lease the Property for the benefit of the general public, users and visitors of the Community Concourse and the surrounding community.

Proposals must include a conceptual development plan for the Property, along with any proposed changes or additions to the existing facilities. Proposals should identify the services to be provided and the type of restaurant at the Property. Proposals should include, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property including the development schedule, a description of any demolition proposed, and a projection of construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities.
2. The necessary trade fixtures and equipment to be provided by the Proposer needed to provide the level of service to be required under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer unless negotiated otherwise.
3. A proposed lease term and a statement justifying the proposed lease term, which shall include a statement of annual gross revenue projections from all operations for the proposed term of the lease.
4. A list of percentage rents by category for the proposed term and the initial minimum annual rent.
5. A proposed operating plan which shall include at a minimum: proposed uses; hours of operation; fees and charges, if any; proposed services; and/or benefit to the community.
6. A proposed financing plan.

All aspects of the Development/Operating Plan, including proposed uses, fees, improvements, and demolition, are subject to approval by the City.

Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment. Proposals must address any required off-site improvements, including but not limited to, curbs, gutters, sidewalks, utilities, landscaping, and ADA compliance for the Property.

Depending on the scope of the proposed rehabilitation of the Property, permits from the City's Development Services Department may be required.

The selected Proposer shall be responsible for preparing all required environmental documents to the satisfaction of the City. All costs relating to site inspections and remediation shall be the sole

and complete responsibility of the selected Proposer. The selected Proposer shall present the proposed rehabilitation of the Property to the City Council for review and approval.

D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE TERMS

The City anticipates entering into a Lease with the selected Proposer to memorialize in detail the elements of the selected proposal. The following terms and conditions will be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City, in the City’s sole discretion:

1. Uses. The Proposer’s primary use of the Property shall be limited to the operation and maintenance of a destination restaurant or café. The Property must provide the public with restaurant related and incidental purposes as may be first approved by the City.
2. Term. The proposed term of the Lease must be justified by the Proposer on the basis of capital investment in equipment, facilities and in promoting the Property and services to the general public. The lease term shall be a minimum term of ten (10) years.
3. Rent. The Proposer should offer a base rent as a guaranteed minimum annual rent and annual percentage rent by category. Suggested minimum percentage rent of gross income for business activities are as follows:

<u>Percentages</u>	<u>Business Activities</u>
Four percent (4%)	Sale of all food and non-alcoholic beverages.
Seven percent (7%)	Sale of all alcoholic beverages.
Four percent (4%)	All service charges, banquets and gratuities.
Thirty percent (30%)	Of net lottery ticket sale commissions.
Ten percent (10%)	All revenue from coin-operated vending/game/service machines (owned/rented/leased).
Twenty percent (20%)	All other authorized operations and uses.
Fifty percent (50%)	Net commissions on vending/game/service machines.
Fifty percent (50%)	All revenue received from any wireless telecommunication equipment installed and operated from the Property.

The annual minimum rent shall be adjusted upward every three (3) years during the term of the Lease to reflect no less than eighty percent (80%) of the average annual rent paid or accrued during the three (3) years preceding the adjustment date. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

4. Records. The selected Proposer shall keep complete and accurate accounting records satisfactory to the City, from which the City can, at all reasonable times, determine, among other things, the nature and amounts of income from the operation of the Property. The records may be periodically audited by the City.
5. Right to Assign and Sublet. The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee or sublessee agreeing to revisions to the Lease to reflect market conditions or City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original selected Proposer in financial and professional capabilities to operate the Property, as determined by City.
6. Equity Participation. The selected Proposer shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with any approved assignment of the Lease; two percent (2%) of any amount paid to the selected operator in consideration of a sublease of all or a majority portion of the leasehold; or two percent (2%) of the amount of any increased loan or encumbrance against the Lease over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
7. Compliance with Laws. The selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost.
8. Utilities. The selected Proposer shall order, obtain and pay for all utilities and service and installation charges in connection with the Property, subject to obtaining all applicable approvals and permits. All utilities shall be installed underground.
9. Hazardous Substances. The selected Proposer shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. The selected Proposer and the selected Proposer's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent. The selected Proposer shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- a. Release. A “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- b. Hazardous Substance. “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- c. Remediation. If the selected Proposer’s occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, the selected Proposer shall pay all costs of remediation and removal to the City’s satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- d. Removal. If the selected Proposer or the selected Proposer’s contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the selected Proposer and/or the selected Proposer’s contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City’s request, the selected Proposer shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The selected Proposer shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. The selected Proposer shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the selected Proposer’s occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the selected Proposer’s officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If the selected Proposer knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the selected Proposer shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The selected Proposer shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the selected Proposer knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the selected Proposer shall take all actions necessary to alleviate the danger. The selected Proposer shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

10. Nondiscrimination. The selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in the selected Proposer's use of the Property. The selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the selected Proposer to submit a Workforce Report, and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with the San Diego Municipal Code sections 22.4301-22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners.

11. Insurance and Indemnity. The selected Proposer shall be required to carry commercial general liability and property damage insurance, naming the City as an additional insured, in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). The selected Proposer is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the Property in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.

The selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with any and all construction, operations and activities on the Property.

12. Taxes. The selected Proposer must pay all taxes and assessments, including possessory interest taxes levied by reason of its possession, development or use of the Property.

13. Default. The City will reserve the right to terminate the Lease in the event of selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof.

14. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the operations and activities at the Property, at the selected Proposer's sole cost and expense. By the selection of a proposal or execution of the Lease, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

15. Payment Card Industry Data Security Standards.

a. Selected Proposer's Certification. The selected Proposer shall certify that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. The selected Proposer will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). The selected Proposer will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standards. In addition, the selected Proposer shall provide

payment card companies, acquiring financial institutions, and their respective designees required access to the selected Proposer's facilities and all pertinent records as deemed necessary by the City to verify the selected Proposer's compliance with the PCI DSS requirements.

- b. Data Security. The selected Proposer shall acknowledge responsibility for the security of cardholder data as defined within PCI DSS standards. The selected Proposer shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, the selected Proposer will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. The selected Proposer will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of the Lease.
- c. Use of Data. The selected Proposer shall acknowledge and agree that it may only use cardholder data for completing the work as described in the Lease consistent with PCI DSS standards or applicable law. The selected Proposer shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the services.
- d. Indemnity. The selected Proposer shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the selected Proposer's failure to maintain PCI DSS compliance standards.
- e. Notification Requirements. The selected Proposer shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. The selected Proposer shall agree to assume responsibility for informing all affected individuals in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101
Cybersecurity@sandiego.gov
(619) 533-4840

- 16. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.
- 17. Construction Requirements. The selected Proposer will construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and ADA.

18. Prevailing Wages. If the Proposer's proposal seeks the payment of money or the equivalent of money from the City directly to or on behalf of the Proposer; transfer from the City of an asset of value for less than fair market price; fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the Lease, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the City; money loaned by the City that is to be repaid on a contingent basis; or credits that are applied by the City against repayment obligations to the City, then pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Lease cumulatively exceeding \$15,000, the selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- a. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the selected Proposer and its contractors and subcontractors shall ensure that all workers who perform work under the Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- (i) Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The selected Proposer and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- (ii) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Lease, each successive predetermined wage rate shall apply to the Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Lease, such wage rate shall apply to the balance of the Lease.

- b. Penalties for Violations. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
- c. Payroll Records. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The selected Proposer shall require its contractors and subcontractors to also comply with section 1776. The selected Proposer and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The selected Proposer, its contractors and subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- d. Apprentices. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e. Working Hours. The selected Proposer and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- f. Required Provisions for Subcontracts. The selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- g. Labor Code Section 1861 Certification. The selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the selected Proposer will certify that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease.”
- h. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has

been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- i. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
 - (i) A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - (ii) A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - (iii) By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.
19. Performance and Payment Bond. The selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed and the Property restored to a condition satisfactory to City. The bond or cash shall be held in trust by City for the purpose specified above, or at City’s option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the selected Proposer.

Prior to the commencement of any work on the Property, the selected Proposer shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670 that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The selected Proposer shall maintain the bond in full force and effect until all improvements for the construction on the Property are accepted by City and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, the selected Proposer shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

20. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be made at the sole cost and expense of the selected Proposer.
21. Maintenance. All maintenance and repairs of the Property shall be the responsibility of the selected Proposer throughout the entire term of the Lease without expense to the City. Maintenance and repairs shall include, but not be limited to, the roof, heating and air conditioning, plumbing, and electrical. The selected Proposer shall maintain the Property and all improvements, fixtures, and installations thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City and in compliance with all applicable laws.
22. Ownership of Improvements. All improvements, except trade fixtures and equipment installed by the selected Proposer, shall become the property of the City, at the City's option, upon termination of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. If the City elects to retain the improvements, the selected Proposer must remove all trade fixtures and personal property upon termination without cost to the City or damage to the Property.
23. Hours of Operation. A regular schedule of days and hours of operation will be established by the selected Proposer. The selected Proposer will submit their hours of operation and the schedule shall be approved by the City. The City's preference is that all aspects of the operation should be available to best serve the public.
24. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with the prices of like merchandise, equipment, and services offered in the San Diego area. All prices charged must be approved in writing by the City; provided, however, that selected Proposer shall not be required to sell any merchandise or offer any services at a loss.

E. RESPONSIBILITY OF PROPOSERS

1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If selected for award of a lease, the

selected Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.

2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. The submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the requirements and has made such investigations and examinations.
3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.

To ensure the selected Proposer makes adequate progress toward rehabilitation of the Property, prior to the negotiation and execution of any Lease and within one hundred eighty (180) days of the selection by the City, the selected Proposer shall present the proposed preliminary plans for rehabilitation of the Property to the City of San Diego Development Services and City of San Diego Real Estate Assets Department. After these reviews, the Lease will be presented to the San Diego City Council for review and approval.

The selected Proposer shall obtain all additional entitlements and approvals for the proposed plan for the Property as stated in the Lease.

The City, in its sole and absolute discretion, may extend these deadlines provided that the selected Proposer demonstrates good cause for such extension of time and that any delay or inability to meet the above deadlines was not attributable to the action or inaction of the selected Proposer. Failure to present to the City of San Diego Development Services Department and City of San Diego Real Estate Assets Department may, in the City's sole and absolute discretion, result in termination of negotiations with the selected Proposer and/or the City's issuing another RFP for lease of the Property.

By submitting a proposal pursuant to this RFP and being deemed by the City as the selected Proposer, the selected Proposer agrees that the City shall not be liable in any manner whatsoever for exercising its right to terminate negotiations pursuant to this section of the RFP.

4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the Contact Person.

F. PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include this information shall be cause to deem the proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation as stated in Section J. The proposal submitted must be complete and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

Each proposal **MUST** include the following items:

1. **Cover Sheet**. Proposer shall submit with its proposal the signed Request for Proposal (RFP) Cover Sheet.
2. **Experience**. A summary of the Proposer's experience and qualifications for this type of enterprise. If the Proposer is not going to be involved in the day-to-day operation of the Property, then the Proposer must include qualifications and verification that the persons employed in a management capacity at the Property are sufficiently qualified to satisfy the requirements of this RFP.
3. **Financial Statements**. Proposer must submit either: (a) financial statements for the preceding three years that were audited or prepared by a certified public accountant; or (b) tax returns for the preceding three years. Each Proposer shall submit a full and detailed statement of their true financial condition as of January 1, 2016, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of and operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation and its source and terms of repayment must be included in the financial statement.
5. **Proposed Term**. Proposed term of the Lease and the justification therefore in terms of the amount of investment.
6. **Rental Offer**. Proposed guaranteed minimum annual rent and annual percentage rent by category to the City through the term of the Lease. Proposers are welcome to offer the rent higher than the minimum or percentage rent suggested by the City in Section D.3 above.
7. The Development/Operating Plan, as set forth in Section C, above.
8. **Work Force Report**. Proposer must submit a completed Work Force Report, attached as **Exhibit C**.
9. **Lessee Questionnaire**. Proposer must submit a completed Lessee Questionnaire, attached as **Exhibit D**.
10. **Credit Information Request**. Proposer must submit a completed Credit Information Request, attached as **Exhibit E**.
11. **Certification**. By submission of a proposal, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies. Proposer shall submit with its proposal a completed City of San Diego Contractor Standards Pledge of Compliance, attached as **Exhibit F**.
12. **Business Tax Certificate**. Proposer shall submit with its proposal a copy of its business tax certificate, or a copy of their application receipt.

G. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically identify the requirements being deviated from and address the requested deviation(s) in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION

To give Proposers an opportunity to view the Property, two (2) pre-proposal inspections of the Property have been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend a pre-proposal inspection. Attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of City's requirements prior to submitting a proposal.

I. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 4:00 p.m.as set forth in the Request for Proposals (RFP) Cover Sheet.

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
ATTN: Heide Farst, Property Agent

3. Faithful Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to **City Treasurer** as a faithful performance deposit to assure that if the proposal is selected by the City, that the Proposer will enter in good faith into a lease agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

Proposers are required to submit five (5) complete copies of their proposals. All materials submitted by Proposers become the property of the City of San Diego and may not be returned.

5. Questions and Comments

Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Cover Sheet. Only written communications relative to the RFP shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon proposers to verify that the City has received their questions and/or comments. All responses to questions will be posted on the City's website at (<https://www.sandiego.gov/real-estate-assets/>) as an Addendum. 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.

J. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to award this RFP and select the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral presentation/interviews. The City also reserves the right to waive minor irregularities or variations to the specifications and in the solicitation process, provided that such a waiver does not provide an unfair competitive advantage to the selected Proposer.

The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a Lease with the selected Proposer based on the RFP and the Proposer's proposal, or award the Lease without further negotiation.

The City reserves the right to inspect the Proposer's equipment and facilities to determine if the Proposer is capable of fulfilling the obligations of the Lease. Inspection will include, but is not limited to, survey of the Proposer's physical assets and financial capability. The Proposer, by signing the RFP and submitting a proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining the Proposer's capability to perform pursuant to a Lease. 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 pursuant to a Lease.

Proposals will be evaluated in a two-step process by an evaluation committee of qualified City staff and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step One is more than ten (10) points greater than the scores of the other proposals and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the highest scoring proposal will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council and any of its committees to answer questions or for award of the Lease.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (“finalists”) will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the committee with an opportunity to further evaluate the finalists’ proposals, which may include requesting clarification to the finalists’ proposals and developing rapport. The finalists are required to make the oral presentation/interview within seven (7) workdays after request by the City. The committee may also inspect finalists’ facilities and perform other due diligence as it may determine. The committee may then, at the committee’s sole discretion, add up to eleven (11) additional points to the score of any finalist.

If the committee is satisfied that the first-ranked Proposer resulting from Step Two is sufficient for recommendation, it will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council and any of its committees to answer questions or for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

1. **Responsiveness to RFP (Maximum 20 points):**

The extent to which a Proposer clearly addresses the elements of this RFP, including, the quality and professionalism of the proposal; understanding the needs, goals and objectives of the City; responsiveness to requirements described in the RFP, including the proposed development and operation of the Property; understanding the needs, goals and objectives of the City while providing the highest and best use of the Property.

2. **Professional Experience and Qualifications (Maximum 20 points):**

The extent to which a proposal demonstrates, among other things, the following: the Proposer’s experience and qualifications for the type of enterprise proposed for the Property. The Proposer should include verification that his/her employees are well qualified to conduct the business. The Proposer should have a minimum of 3 years’ experience in the past 5 years operating similar operations.

3. **Rental Offer and Financial Projections (Maximum 25 points):**

City will consider the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The proposal should provide a detailed description of the Proposer’s break even analysis, setting forth the point at which the business will generate enough income to cover its expenses and begin generating an income. The proposal will be

evaluated on the attractiveness of, and demonstrated ability to achieve, the revenue projections for the proposed term of the lease and the likelihood of exceeding the breakeven point.

4. **Financial Capability (Maximum 25 points):**

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial responsibility and strength to successfully develop and operate the Property in accordance with the proposal and the lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. **Marketing/Outreach (Maximum 10 points):**

The extent to which a Proposer demonstrates the ability to market their services to the residents and visitors of the City of San Diego, which would maximum the economic viability and use of the Community Concourse.

TOTAL POINTS: 100

6. **Oral Presentation/Interview (Maximum 11 points)**

K. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award a Lease, subject to negotiation and approval by City Council, in writing.
2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

L. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers to clarify information pursuant to this RFP.

M. INCURRED COSTS

Each Proposer is solely and fully responsible for any and all costs associated with submitting a response to this RFP. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals.

N. 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 or evaluation committee members about this RFP from the date this RFP is issued until final passage of the City Council approval of the Lease to the selected Proposer.

O. ADDENDA

The City may issue addenda to this RFP as necessary. All addenda are incorporated into the RFP. 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.

P. PUBLIC RECORDS

All proposals, and all contents thereof, received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing this RFP and 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, which 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, the 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 Lease resulting from the 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.

Q. CITY'S RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by Proposers who have outstanding debt with the City. The City reserves the right to determine which proposal it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal

provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

R. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

S. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

T. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall insert the foregoing provisions in all contracts and subcontracts for any work covered by the proposal so that such provisions will be binding upon each contractor and subcontractor. Proposer agrees that compliance with Equal Employment Opportunity (EEO) provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall submit a current Work Force Report or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer

will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached as **Exhibit C**.

2. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
3. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

U. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposers within thirty days of final passage of City Council approval of the Lease to the selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from negotiations after selection, the entire deposit of the selected Proposer will be forfeited to the City.

V. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures shall apply to this RFP and 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.

W. ASBESTOS DISCLOSURE

Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

X. REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

Y. SCHEDULE OF EXHIBITS

1. Exhibit A – Aerial Views of the Property
2. Exhibit B – Floor Plan
3. Exhibit C – Work Force Report
4. Exhibit D – Lessee Questionnaire

5. Exhibit E – Credit Information Request
6. Exhibit F – Certification – Contractor Standards Form

The foregoing forms listed as Exhibits C through F are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Exhibit C through F will result in the City deeming the proposal incomplete and non-responsive.

I:\READ\FARST\RFP\DOWNTOWN JOHNNY BROWN\RFP - DOWNTOWN JOHNNY BROWN'S FINAL 4.27.16.docx

EXHIBIT "A"

AERIAL VIEWS OF THE PROPERTY

1220 Third Avenue, San Diego, California 92101

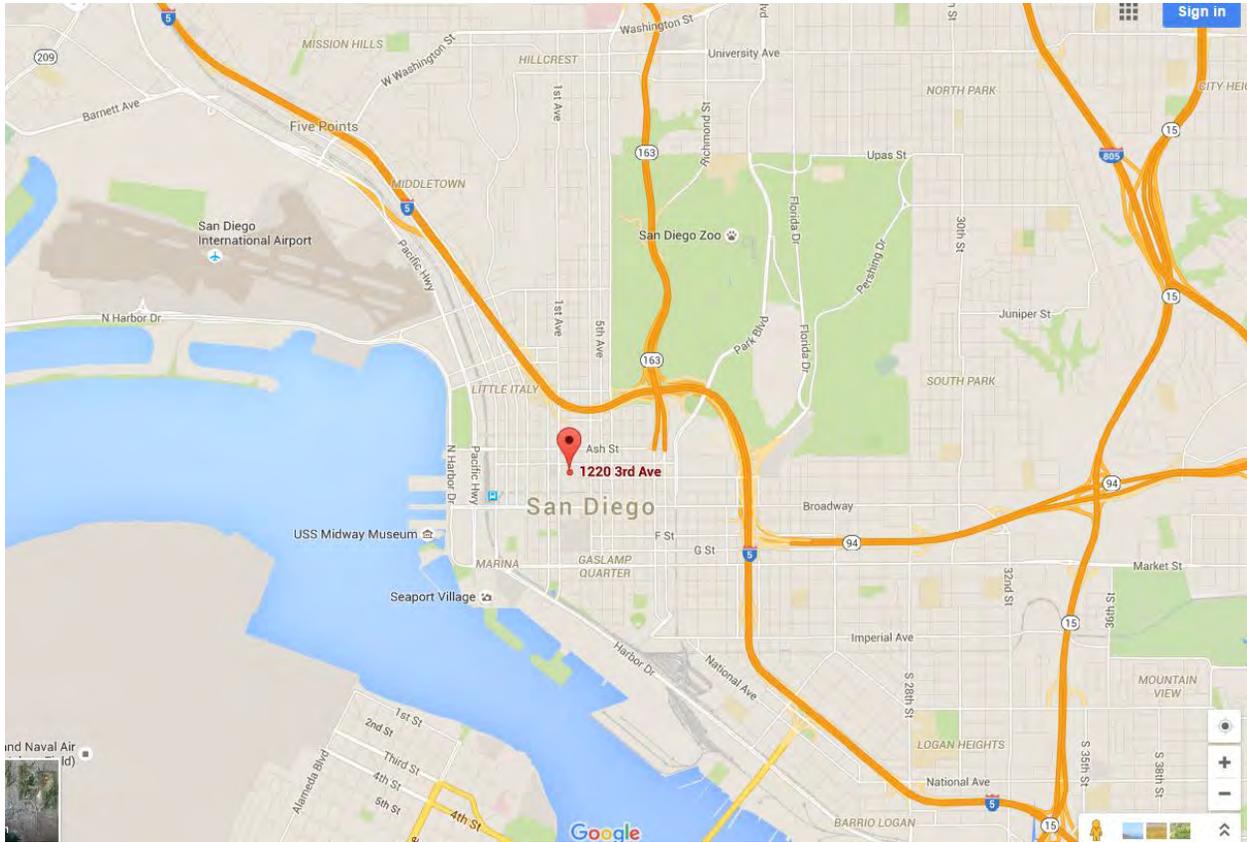


EXHIBIT "A"

AERIAL VIEWS OF THE PROPERTY

1220 Third Avenue, San Diego, California 92101

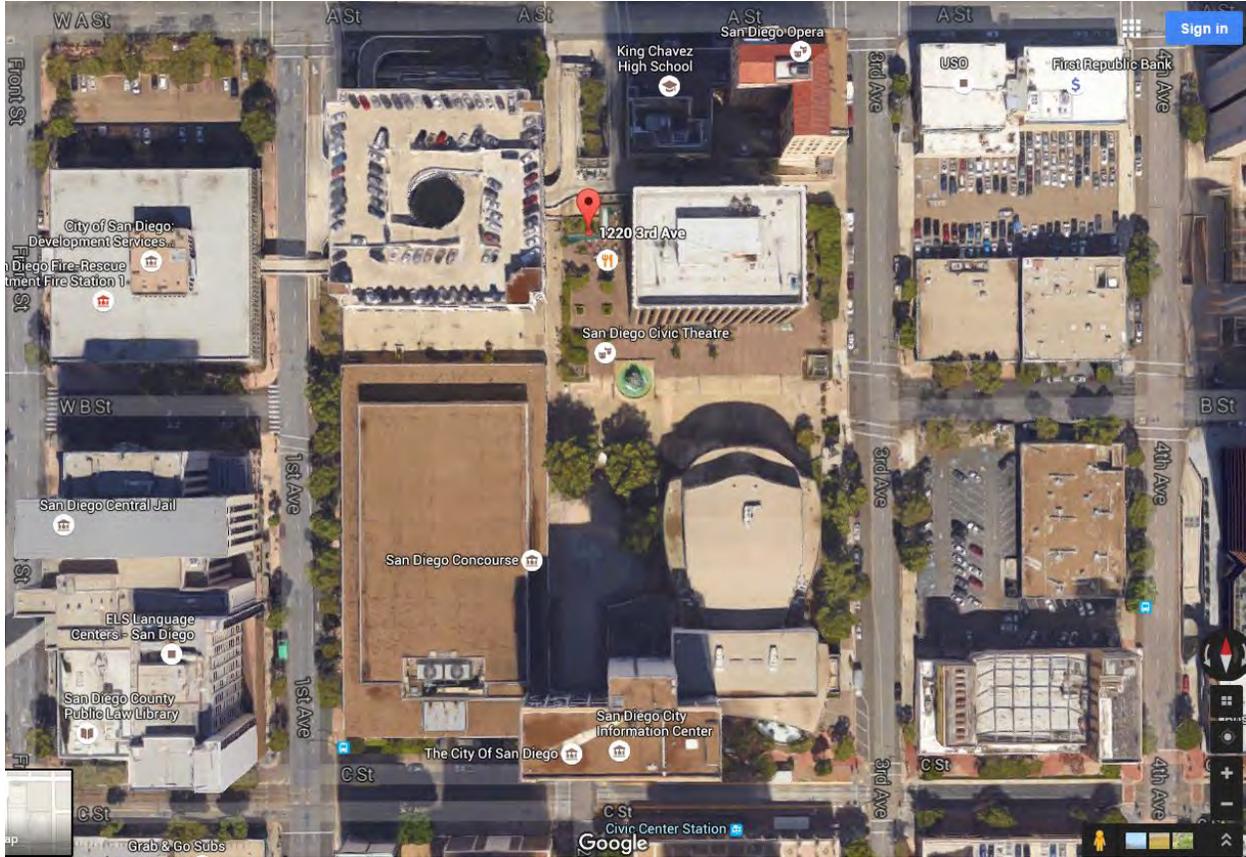


EXHIBIT "B"

FLOOR PLAN

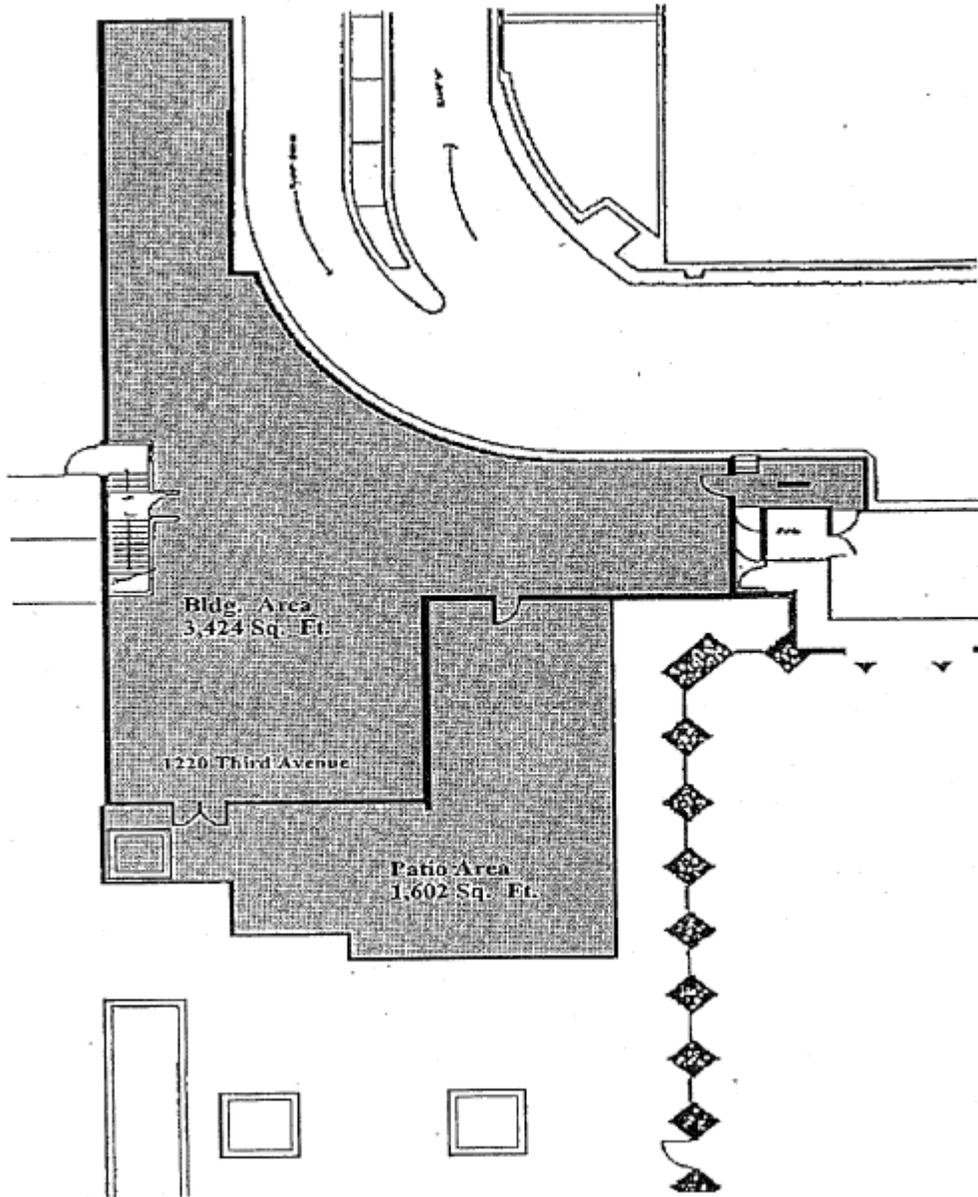


EXHIBIT "C" Work Force Report



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: (____) _____ FAX Number: (____) _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: _____ FAX Number: (____) _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: (____) _____ FAX Number: (____) _____

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____
(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 200 ____.

(Authorized Signature)

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial													
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

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

Grand Total All Employees

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

EXHIBIT “D”

**LESSEE QUESTIONNAIRE
CITY OF SAN DIEGO**

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES**

Pursuant to the City of San Diego City Charter Section 225: “Mandatory Disclosure of Business Interests,” before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City’s Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: _____, ____.

I declare under penalty of perjury under the laws of the State of California that the information furnished in and with this Questionnaire is true, complete, and correct.

Signature: _____

Title: _____

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*):

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();
Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership () Limited Partnership ()
Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
Yes () No () If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

- 1. Type of corporation: C () Subchapter S ()
- 2. When incorporated? _____
- 3. Where incorporated? _____
- 4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____

- 5. The corporation is held:
 - a. Publicly () Privately ()
 - b. If publicly held, how and where is the stock traded?_____

6. Please list the following:	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

- 7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares _____

Name: _____
Title: _____
Address: _____

No. of Shares _____

Name: _____
Title: _____
Address: _____

No. of Shares: _____

Name: _____
Title: _____
Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.

3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.

4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	_____
Date of Birth	_____
Place of Birth	_____
Social Security Number	_____
Driver's License Number/State	_____
Home Address	_____

Previous Address	_____

Home Telephone No.	_____
Employer	_____
Occupation	_____
Business Address	_____
Business Telephone No.	_____
Business Fax No.	_____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

EXHIBIT “E”

CREDIT INFORMATION REQUEST

I/We hereby request and authorize you to release to the City of San Diego for verification purposes, personal and business credit reports and information concerning the company/corporation/partnership and/or the officers and individuals listed below. That information may include but is not limited to:

- 1) Employment history dates, titles, income, hours worked.
- 2) Banking (checking and savings) accounts of record.
- 3) Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment).
- 4) Any information deemed necessary concerning a consumer credit report for my loan application.
- 5) This information is for the confidential use in compiling a credit report.
- 6) A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature(s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

1. Name of Applicant:
(Please print or type)
Name of Business:
(If different from “applicant”)
Telephone:
Name of Affiliated Business:
Telephone:
2. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:
3. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:

EXHIBIT "F"
CONTRACTOR STANDARDS

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 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, Respondents 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 the bid or 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. 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.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

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. 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: _____

Is your firm a publicly traded corporation? **Yes** **No**

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

Limited Liability Company Date formed: ____/____/____ State of formation: _____

List names 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:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

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?

6. 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: _____

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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 *Pledge of Compliance 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.

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: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

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

I. 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.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors 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 will be used, please write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES NO**

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) **YES NO**

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true 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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

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

Print Name, Title

Signature

Date