

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089841-23-L,  
CONSULTANT FOR A PRIORITIZATION FRAMEWORK FOR BALBOA PARK**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089841-23-L, CONSULTANT FOR A PRIORITIZATION FRAMEWORK FOR BALBOA PARK (Contractor).

**RECITALS**

On or about 8/12/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to for a prioritization framework for Balboa Park consultant services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**1.3 Contract Administrator.** The Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Christina Chadwick – Assistant Deputy Director  
Parks & Recreation Department  
(619) 235-1154  
ChadwickC@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of two (2) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for three (3) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services DP rendered in accordance with this Contract in an amount not to exceed \$289,960.00. DP  
*(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

AEA Consulting, LLC

Proposer

380 Main Street, Suite 300

Street Address

Beacon, NY 12508

City

+1 845-765-8100

Telephone No.

dpayne@aeaconsulting.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:

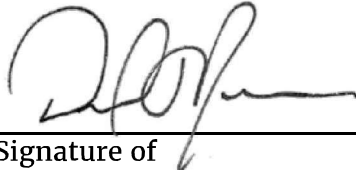
Claudia Abarca

Director, Purchasing & Contracting  
Department

Mar 20, 2023

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Daniel Payne

Print Name

Managing Principal

Title

September 8, 2022

Date

Approved as to form this 22<sup>nd</sup> day of  
March, 2023.  
MARA W. ELLIOTT, City Attorney

Nicole Pedone  
BY: Nicole Pedone (Mar 22, 2023 11:18 PDT)  
Deputy City Attorney

Signature:



Email: dpayne@aeaconsulting.com

# Contract Signature Pages\_10089841-23-L

Final Audit Report

2023-03-17

Created:	2023-02-23
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzqxHKaVFKXwGeH88RsRtu2QydVOU6225

## "Contract Signature Pages\_10089841-23-L" History

 Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)

2023-02-23 - 6:05:11 PM GMT- IP address: 156.29.5.177

 Document emailed to dpayne@aeaconsulting.com for signature

2023-02-23 - 6:06:24 PM GMT

 Email viewed by dpayne@aeaconsulting.com

2023-02-23 - 10:39:23 PM GMT- IP address: 104.28.55.233

 Email viewed by dpayne@aeaconsulting.com

2023-02-24 - 8:04:31 PM GMT- IP address: 66.249.83.44

 Email viewed by dpayne@aeaconsulting.com

2023-02-27 - 6:15:10 PM GMT- IP address: 104.28.55.235

 Email viewed by dpayne@aeaconsulting.com

2023-02-28 - 6:40:20 PM GMT- IP address: 66.249.83.43

 Email viewed by dpayne@aeaconsulting.com

2023-03-01 - 6:13:59 PM GMT- IP address: 66.102.8.243

 Email viewed by dpayne@aeaconsulting.com

2023-03-02 - 7:50:49 PM GMT- IP address: 66.249.83.43

 Email viewed by dpayne@aeaconsulting.com

2023-03-03 - 6:47:14 PM GMT- IP address: 66.102.8.245


 Email viewed by dpayne@aeaconsulting.com


2023-03-06 - 6:44:53 PM GMT- IP address: 104.28.55.235


 Email viewed by dpayne@aeaconsulting.com


2023-03-07 - 6:34:09 PM GMT- IP address: 146.75.244.0





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2023-03-09 - 7:29:05 PM GMT- IP address: 104.28.55.233


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2023-03-10 - 7:22:06 PM GMT- IP address: 104.28.55.233


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2023-03-13 - 5:19:05 PM GMT- IP address: 66.249.83.42


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2023-03-14 - 8:13:45 PM GMT- IP address: 140.248.0.0

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2023-03-15 - 6:49:05 PM GMT- IP address: 74.125.210.138

 Email viewed by dpayne@aeaconsulting.com  
2023-03-16 - 6:32:51 PM GMT- IP address: 104.28.132.113

 Signer dpayne@aeaconsulting.com entered name at signing as Daniel Payne  
2023-03-17 - 4:00:08 PM GMT- IP address: 141.155.145.35

 Document e-signed by Daniel Payne (dpayne@aeaconsulting.com)  
Signature Date: 2023-03-17 - 4:00:10 PM GMT - Time Source: server- IP address: 141.155.145.35

 Agreement completed.  
2023-03-17 - 4:00:10 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.








# Contract Signature Pages\_10089841-23-L - Initialed and signed by Consultant

Final Audit Report

2023-03-22

Created:	2023-03-17
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcumgIM1ZIVuzx5K9N57BmixV783zsxl

## "Contract Signature Pages\_10089841-23-L - Initialed and signed by Consultant" History

-  Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)  
2023-03-17 - 4:28:07 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature  
2023-03-17 - 4:30:30 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)  
2023-03-17 - 4:40:35 PM GMT- IP address: 172.225.88.144
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)  
2023-03-19 - 4:46:56 PM GMT- IP address: 104.28.85.129
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)  
Signature Date: 2023-03-20 - 8:05:18 PM GMT - Time Source: server- IP address: 156.29.5.177
-  Document emailed to nmangum@sandiego.gov for signature  
2023-03-20 - 8:05:19 PM GMT
-  Email viewed by nmangum@sandiego.gov  
2023-03-22 - 6:17:21 PM GMT- IP address: 98.176.167.153
-  Signer nmangum@sandiego.gov entered name at signing as Nicole Pedone  
2023-03-22 - 6:18:07 PM GMT- IP address: 98.176.167.153
-  Document e-signed by Nicole Pedone (nmangum@sandiego.gov)  
Signature Date: 2023-03-22 - 6:18:09 PM GMT - Time Source: server- IP address: 98.176.167.153
-  Agreement completed.  
2023-03-22 - 6:18:09 PM GMT

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**Request for Proposal (RFP) for  
Consultant to Provide a Prioritization Framework for Balboa Park**

**Solicitation Number:** 10089841-23-L

**Solicitation Issue Date:** August 12, 2022

**Questions and Comments Due:** August 23, 2022 @ 12:00 p.m.

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

**RFP Due Date and Time (“Closing Date”):** September 12, 2022 @ 2:00 p.m.

**Contract Terms:** Two (2) years from Effective Date, with three (3), one (1) year option to renew, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.

**City Contact:** Lisa Hoffmann, Senior Procurement Contracting Officer  
lhoffmann@sandiego.gov  
(619) 236-6096

**Submissions:** Proposer is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

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

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

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Parks & Recreation Department  
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ChadwickC@sandiego.gov

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

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

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

\_\_\_\_\_  
City

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

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

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

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

BY:

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

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

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

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

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



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

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

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

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

**2.5** Reserved.

**2.6** Licenses as required in Exhibit B.

**2.7** Reserved.

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

**2.9** Reserved.

**2.10** Covid Certification Form.

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

**2.11** A title page.

**2.12** A table of contents.

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

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

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

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

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

5. Reserved.

6. Reserved.

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

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

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

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action

brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

## B. PRICING

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

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

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

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

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

## C. EVALUATION OF PROPOSALS

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

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

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

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

#### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

*[Remainder of page intentionally left blank]*

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as detailed in an Executive Summary.	
3. Expertise and experience are clearly conveyed and demonstrated in submission.	
4. Required documents as stated in the RFP are complete and without omissions.	
<b>B. Firm's Capability to Provide the Service and Expertise, and Past Performance as Indicated by References.</b>	<b>30</b>
1. Previous work on similar projects with successful outcomes.	
2. Demonstrated expertise in these types of comprehensive and complex studies.	
3. Capacity/capability to meet City of San Diego needs in a timely manner.	
4. References which support information demonstrated in proposal.	
<b>C. Approach.</b>	<b>40</b>
1. Approach will include detailed strategy and measurable results for each component in Statement of Work.	
2. Demonstrates the use of an equity and inclusion lens in approaching this work.	
3. Clearly describes innovative and inclusive engagement strategies with public groups that foster a maximum diversity of viewpoints.	
<b>D. Price.</b>	<b>10</b>
<b>E. Interview/Oral Demonstration/Presentation (if held pursuant to Section 3.3 above) at no cost to the City.</b>	<b>10</b>
1. Proposer demonstrates the ability to communicate information that is concise, easy to understand, and relevant to the goals of this RFP.	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

## **D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

**4. Reserved.**

**5. Reserved.**

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

## **EXHIBIT B SCOPE OF WORK**

**A. OVERVIEW.** The purpose of this RFP is to seek proposals from qualified consulting firms to provide professional services to the City of San Diego Parks and Recreation Department (Department). The Consultant (Consultant) shall assist the Department in developing an overall framework that results in a project prioritization process to be used to guide future investment in Balboa Park (Park).

The goal of the Prioritization Framework is to identify strategic priorities for future investment in Balboa Park, inform decision making, and provide alignment between resources, stakeholder objectives, and experiences residents and visitors want to enjoy when they visit the Park. The Consultant will work closely with City staff in preparing the prioritization framework and will create a document for distribution to the public.

Balboa Park is a 1,200-acre historic urban cultural park in San Diego, California. The site is on the traditional land of the first people of the region, the Kumeyaay Nation. The Park was reserved as open space by the City of San Diego in 1868, making it one of the oldest park sites in the United States dedicated to public recreational use. In addition to open space areas, areas of natural vegetation and extensive landscaping, gardens, walking and bike paths, roadways and parking areas, the Park contains numerous museums, performing arts venues, and the world-famous San Diego Zoo. There are also many recreational facilities, gift shops and restaurants within the boundaries of the Park.

Of historical significance, an area of Balboa Park was developed to host the 1915–16 Panama-California Exposition and 1935–36 California Pacific International Exposition, both of which left architectural landmarks. The site of the expositions within Balboa Park was declared a National Historic Landmark, and National Historic Landmark District in 1977, and placed on the National Register of Historic Places. The City sought to repurpose these historic venues by making them available to arts and culture organizations, and as a result in 2017 the State of California designated the area of the former expositions as a California Cultural District.

As described by the State of California, designated California Cultural Districts “highlight the cultural legacy of our state’s most valuable resource – its diversity. From larger urban areas to uncharted rural locations, each district helps grow and sustain authentic arts and culture opportunities, increase the visibility of local artists, and promote socioeconomic and ethnic diversity through culture and creative expression.” Within Balboa Park is an area densely packed with nonprofit arts, science, and culture organizations, artists, historic buildings, gardens, and more. Primarily focused in the area known as Central Mesa, this incredible array of people and assets combine to deliver a variety of cultural experiences unmatched in our region. Not limited to this geographic boundary, there are associated venues and events that have cultural significance and can be considered as happening within the district: Marston House Museum and the annual PRIDE event are examples that are physically connected to the West Mesa but can be included in the Cultural District context.

The historic nature of the Park offers particular opportunities and challenges which should be addressed in the “Scope of this Work” (See Exhibit B, paragraph D, below). The Cultural District’s historic buildings, as well as historic landscape are a treasure that are expected to be preserved as significant civic assets and resources.

In recent years, many studies have been undertaken and innovative recommendations proposed in an effort to set Balboa Park on a sustainable future providing amenities and attractions for current residents, visitors, and future generations to enjoy. The current Balboa Park Master Plan was adopted in 1989 and most recently updated in 2012 with a vision “to nurture and enhance the recreational and passive resources of the park to meet the needs of the region and surround community, while respecting its physical, cultural and historical environment.” Two precise plans for various areas of the Park were adopted as well: The Central Mesa Precise Plan and the East Mesa Precise Plan. In 2008, the Trust for Public Land produced a report entitled “The Soul of San Diego: Keeping Balboa Park Magnificent in Its Second Century.” This report raised concerns about the financial support and governance of Balboa Park. The Balboa Park Committee, a citizens’ advisory body, responded with its own report “The Future of Balboa Park: Funding, Management and Governance.” Both reports address core concerns with the operations and future care of Balboa Park and will be foundational to this prioritization framework.

The primary task of the selected consultant will be to make recommendations that provide guidance as to how to review and prioritize projects for the future of the Park based on these and other factors:

1. A comprehensive strategy for growing the Park, preserving the Park, and incorporating new uses that uphold the design integrity of the buildings and public spaces within the Park
2. Incorporate approved and community-based planning documents
3. Incorporate proposed projects spearheaded by Balboa Park’s non-profit groups and other community stakeholders identified in their planning documents
4. Incorporate economic assessment of projects with a return-on-investment analysis of proposed projects (valuing increased dollars to the Park and amenities, as well as investment in social infrastructure)
5. Provide a clear understanding of the resources required to enable informed decision-making

**What it is not:** It is important to understand what is not anticipated to be part of this RFP. This scope of work does not anticipate the following as part of this scope of work:

1. A new master plan for the Park
2. A cultural landscape report
3. A best practices manual for landscape maintenance
4. An operations and management plan



5. A straight capital improvement plan (while the Prioritization Framework is not a new master plan, it will form the basis of an implementation strategy for maintaining and improving the Park and the basis for a Capital Improvement Plan)

**B. PROPOSER'S QUALIFICATIONS.** Proposer shall meet the qualifications listed below. A narrative response demonstrating that the proposer meets the qualifications shall be included with the proposal.

1. Proven skills in public facilitation, landscape design, and knowledge of working within national historic landmarks. These skills may come either from the Consultant or one or more subconsultants the Consultant adds to their team.

2. Proven experience in assisting public agencies with strategic plan design, financial oversight, legislative compliance, and risk management.

3. Proposers to this request for proposal shall have demonstrated experience working with major urban parks and in cultural destinations in North America.

4. Proposers will have experience in using an equity and inclusion lens in their work. Proposers will have demonstrated experience designing innovative and inclusive engagement strategies with public groups with a diversity of viewpoints.

**C. DETAILED PLAN.** Proposer shall outline an approach that includes a detailed plan with measurable results for each task numbered 1 through 8 in section D., "Core Requirements and Tasks."

**D. CORE REQUIREMENTS AND TASKS.** The timeframe for "Core Requirements and Tasks" is 24 months from award of contract. The Consultant's services to the City shall include, but are not limited to the following tasks:

1. **Review of Existing Plans and Documents.** Review existing plans and documents related to Balboa Park – including those formally approved/adopted by the City and those completed in service of the park but not formally adopted. These and other documents are available on the Department's [website https://www.sandiego.gov/park-and-recreation/general-info/documents](https://www.sandiego.gov/park-and-recreation/general-info/documents). Documents include, but are not limited to:

- 1.1 Balboa Park Master Plan and subsequent Plan Amendments
- 1.2 Central Mesa Precise Plan and subsequent Plan Amendments
- 1.3 East Mesa Precise Plan
- 1.4 Balboa Park Facilities Condition Assessment
- 1.5 Balboa Park Amenity Assessment
- 1.6 Balboa Park Unfunded Park Improvements List
- 1.7 Soul of San Diego: Keeping Balboa Park Magnificent in Its Second Century
- 1.8 The Future of Balboa Park: Funding, Management, and Governance
- 1.9 Balboa Park Cultural Experience Plan RFP
- 1.10 Historic Nomination Forms

- 1.11 Land Use Parking and Circulation Plan
  - Friends of Balboa Park Addendum
- 1.12 Parking Management Action Plan

Additional strategic documents that will have a bearing on Balboa Park’s Prioritization Framework must be reviewed. These will be recommended by staff, stakeholders, and community members during the project. The Department will serve as the conduit to share these with the Consultant and to facilitate understanding of their importance.

- 1.13 The City of San Diego’s Climate Action Plan (adopted December 2015)
- 1.14 The City of San Diego’s Parks Master Plan (adopted August 2021)

**2. Coordinate with Other Initiatives Underway in Balboa Park.** The “Prioritization Framework” is one component of multiple initiatives underway focused on Balboa Park. Consultant’s knowledge of these initiatives and findings will be important. A key example is The Balboa Park Cultural Partnership’s efforts to enhance a visitor’s experience of the cultural district at the core of the Park. The Balboa Park Cultural Partnership have undertaken the development of an Experience Plan that will integrate and elevate key resources. The goals of the Experience Plan are that it:

- 2.1 Presents a vision for an exceptional visitor experience that aligns the sometimes, conflicting elements of the Cultural District
- 2.2 Ensures that the Balboa Park Cultural District visitor experience is reflective of, welcoming to, and meaningful for all San Diegans and tourists
- 2.3 Is made sustainable by maximizing the returns for experience providers
- 2.4 Is integrated with concurrent planning efforts such as the Framework for the Future, Placemaking, and other efforts

Additional initiatives to be coordinated with include:

- 2.5 Mobility Initiatives
- 2.6 Design Review Process
- 2.7 Balboa Park Conservancy Activation Plan
- 2.8 Sustainable Funding and Governance Study

The Department and the Consultant will work together to ensure ongoing collaboration and communication between the initiatives. The Department will work to delineate clear project scopes, facilitate alignment, and resolve concerns that emerge.

**3. Comprehensive Project List.** Identify and collate all projects that have been proposed but not completed or initiated through prior studies, plans, partners, and the public. This includes projects in the Balboa Park Master Plan and Precise Plans (gardens, Plaza de Panama Project, parking structure) and general development plans. The Comprehensive Project List shall include repairs and upgrades of existing buildings and amenities (i.e., restrooms, roofs, building systems, seismic retrofits, playgrounds, roads, parking lots, plazas, etc.). The list shall also include proposed projects that create new and

aspirational uses, areas, and/or buildings as well as mobility projects that are supported in data collected regarding new needs and other studies.

Although the Comprehensive Project List will include numerous projects that will require use of the City's capital improvement program processes, it will also include projects that will be implemented using other methods, for example, volunteers, departmental staff, and private contributions.

The Consultant is asked to incorporate both an individual project perspective as well as an integrated project area perspective. For example, looking at how lighting and walkways and streets come together to compliment a larger outcome.

One of the parallel initiatives noted above (not included in this RFP) will be addressing current mobility challenges in Balboa Park with recommendations to increase access and improve traffic flow, circulation, parking, and other amenities. Projects identified in these studies will be incorporated into the Comprehensive Project List.

**4. Facilities Assessment and Building Conditions.** Compile an inventory with a facilities assessment and building conditions report. Collate prior facilities assessment reports and cost projections for remediation, identify costs not noted in prior assessments (Americans with Disabilities Act, structural evaluations), and flag urgent needs. Utilize cost categories (under \$25,000, \$26,000 to \$100,000, etc.) for projections. This is primarily a planning effort. Design is not included in the work. The report will provide an updated comprehensive understanding of the facility conditions and cost projections for remediation in the park.

Due to the historic nature of many of the buildings in Balboa Park, when identifying projects with historical significance, the use of the Standards outlined in the Secretary of the Interior's guidance for preserving historical resources/cultural landscapes is required. These steps must be incorporated into assessment data.

**5. Project Scoring System.** Following completion of Tasks 1-3 outlined above, Consultant will be responsible for developing a scoring system for assessing and prioritizing all projects. The scoring system shall incorporate current best practices from innovative park work as well as incorporate local concerns generated from many years of involved residents and policy makers. Innovative and inclusive engagement strategies with all public groups that foster a maximum diversity of viewpoints is key to obtaining buy-in for this system. Synthesis of multiple perspectives and priorities – economics, tourism, park use, cultural district perspective, preservation – is fundamental to a successful system. This will be a resource for future development over the next 20 years.

The scoring system shall be based on objective criteria and include multiple levels of information on each project. The Consultant's expertise will be used to determine most appropriate categories and designations to use. The Department will provide data as needed for scoring (for example, funding sources identified). The following provides an initial overview of the rubric for scoring projects.

Purpose of the Project

- Why – the purpose of the project
- Need – projects that are required/essential for preservation of the park
- Goal – projects that restore the historic quality and grow the park, aspirational goals
- How – the project enhances the visitor’s experience of the park

Support for the Project

- Public support mobilized for the project
- Elected officials expressed support for the project (political will)

Funding Source and Economic Impact

- Funding source(s) identified
- Return on investment, economic impact on the park and the region
- Collaborative funding partners involved (philanthropic, affinity groups, etc.)

Complementary Uses

- Identify individual projects and the connectivity of a group of projects for greater impact
- Identify the use the project promotes, for example activating a space, passive, untouched, recreational
- Note historical significance and preservation, of resources and cultural landscape

Additional Concerns Addressed

- Mobility, accessibility, circulation
- Health and safety risks
- Security concerns
- Homeless impact

Implementation and Ongoing Maintenance

- “Low and mid hanging fruit;” short, mid, and long-term projects
- Requires a plan amendment
- Accomplished by park staff, city forces, or capital improvement process
- Ongoing ownership and upkeep
- Maintenance required

The scoring system should be in alignment with Council Policies guiding this type of work including [Council Policy 800-14](#) – Prioritizing Capital Improvement Program Projects.

**6. Decision-Making Process and Design Review.** Document how a project moves from concept to completion in a transparent flowchart, incorporating the opportunities for community input in the decision-making process and noting all of the avenues available for completion of projects. Existing process/project assessment flow charts (level of impact on the Park, consistent with policy documents, within a historic area, etc.) will be provided for Consultant’s review and incorporation. Consultant shall use an equity and inclusion lens in developing this review and decision-making process.

To illustrate the process and gather input before the Consultant makes a final recommendation, the Consultant will develop a case study of a recent project and show its “path of travel” from concept to completion, including how City departments are involved. The Consultant will facilitate a community input session and then make recommendations for improvement for consideration by the Department. Upon approval, the Consultant will document the final flowchart.

A Design Review Process for Balboa Park Projects is another complementary study underway. An Exploratory Committee is working on recommendations for increasing design quality and public engagement at the beginning of a project’s inception. Awareness and potential integration of the results of this study will be important.

Consultant will include how City elected officials and department staff, park stakeholders, and the public meaningfully engage in the prioritization and decision-making process. The engagement process should be in alignment with the Council Policies guiding this type of work including [Council Policy 600-33](#) – Public Notification and Input for City-wide Park Development Projects.

**7. Public and Park Stakeholder Engagement.** During the development of the Prioritization Framework, the Consultant will provide opportunities for a broad representation of the general public and park stakeholders to be aware of the progress being made, provide input, guidance, ideas, and critique, and understand the overall Prioritization Framework upon completion.

In working with the general public, it is the City and Department’s goal to incorporate a diversity and equity lens in the work. The scope of work anticipates processes designed for intentional outreach and inclusion of diverse voices across the region. Consultant’s strategies for broadening outreach and using multiple platforms (public meetings, social media, an ongoing electronic method for providing input during the process, etc.) to engage a rich diversity of voices in the process is critical.

In working with park stakeholders, it is the Department’s goal to collaborate toward mutually beneficial goals. Balboa Park is home to many cultural institutions and museums, gardens, attractions, and affinity/coordinating bodies all of which have their own boards and constituencies (Attachment A). The Department maintains the grounds of all of these facilities and some of the buildings. Many of these entities raise their own capital but are not responsible for maintaining or upgrading buildings. This Scope of Work anticipates a process by which these groups are informed, and their input incorporated at key points.

There is a minimum of four key points at which information/input sessions for the general public and park stakeholder input shall be held:

- 7.1** Overview of the project plan at initiation
- 7.2** Development of the project scoring rubric
- 7.3** Documentation of the decision-making process and design review

#### 7.4 Clarity of the comprehensive Prioritization Framework

The Consultant shall incorporate the expressed values of the community and stakeholders into the Prioritization Framework.

The Consultant will provide updates to Department staff to facilitate monthly updates to the Balboa Park Committee. The Consultant will provide a formal presentation of the comprehensive Prioritization Framework to the Parks and Recreation Board at the conclusion of the Scope of Work. The Consultant will coordinate with Department staff who provide ongoing updates to the park stakeholders and general public via emails and social media posts.

**8. Comprehensive Prioritization Framework.** The Consultant shall deliver an overall Prioritization Framework report that incorporates all parts of this work for distribution to the public in digital format and in an original editable format to the Department. This will include:

- 8.1 The facilities assessment and building conditions report
- 8.2 The comprehensive project list incorporating the project scoring system
- 8.3 The decision-making process and design review map
- 8.4 Recommendations for incorporating new and emerging projects and for keeping this work vibrant and relevant in the future

The Department will undertake concurrent efforts including an evaluation of governance and sustainable funding mechanisms for Balboa Park. This, and the other initiatives noted in this RFP, will be consolidated into one comprehensive “Framework for the Future” to guide Park decisions for generations to come.

**9. Approvals, Revisions, and Commitment.** The Department will be responsible for shepherding the Prioritization Framework through Mayor and Council approvals. The Department will incorporate future revisions required to keep the Prioritization Framework current and relevant. The Department will also be responsible for keeping the Prioritization Framework available to the public.

The Department and City will demonstrate its commitment to implementing this Prioritization Framework by creating internal structures and policies that align with and support the processes developed in this initiative, by garnering support from elected and civic leaders, by incorporating funding into annual budget allocations, and by empowering stakeholders to make this plan a reality.

**E. DEPARTMENT ROLES AND RESPONSIBILITIES.** Department roles and responsibilities include the following:

**1.** The Department will ensure that management and key personnel, and any other subject matter resources, will be reasonably and timely available, as required by the Consultant for meetings and knowledge transfer.

2. The Department will ensure that all prior studies and plans relating to this project will be provided to the Consultant.

3. The Department will make timely decisions and obtain required management approvals for the Consultant to perform its obligations.

4. The Department will prepare any staff reports required for action by stakeholder groups.

**F. CONSULTANT ROLES AND RESPONSIBILITIES.** In addition to the “Scope of Work,” Consultant will fulfill the following operational roles and responsibilities:

1. Use experience to provide reasonable, accurate and specialized recommendations and information to the Department.

2. Provide regular updates to Department staff.

3. Provide presentation media for general public and stakeholder presentations and workshops and conduct the meetings accordingly.

4. Ensure deadlines and deliverables are met or inform Department staff of pending concerns.

5. Document and provide meeting minutes for all meetings with the Department and all meetings with general public stakeholder groups.

6. Provide staff with information required for preparation of staff reports.

**G. DETAILED WORK PLAN AND TENTATIVE PROJECT SCHEDULE.** Proposer will provide a work plan responsive to the “Scope of Work,” and timeline for the overall project.

The “Detailed Work Plan” should set forth a comprehensive description of the approach to providing the tasks required in the “Scope of Work” (see Exhibit B, paragraph D, above) section of the RFP and should clearly demonstrate an understanding of the City's requirements.

The proposal and work plan should describe the methods by which your firm will fulfill the project for the framework prioritization as requested in the “Scope of Work.” In responding to the “Scope of Work,” please be thorough in describing your firm's methodology for completing the project for the Prioritization Framework and how your firm will address services identified in the scope of this request.

The proposal should contain a description of each task listed (see Exhibit B, paragraph D, items 1 thru 9, above) with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

The proposal must include a schedule to undertake the work program. This schedule can be phased or organized in a manner the proposer deems most effective as long as there is a clearly defined plan articulated in the proposal.

**Timeframe: While the City understands the ultimate project timeline will be impacted by a number of factors, including, but not limited to various internal and external meetings, it is the City's intent to have the "Scope of Work" completed within eighteen (18) months from contract effective date (i.e. award of contract).**

**H. STAFFING AND EXPERIENCE.** To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the proposer, the following information shall be included with the proposal:

1. Provide a company/corporation organization chart and staffing profile including years of tenure for staff.
2. Provide resumes for key personnel including but not limited to management, legal, and technical staff who will be assigned and dedicated to the City's account.
3. Provide the names of the assigned project managers and account representatives. Proposer shall not change key personnel without the prior approval of the City.
4. Provide project managers and account representatives who have a minimum of five (5) years prior experience in accounts of similar type, size, and scope.
5. Clearly define what responsibilities these individuals will be charged with relative to this Contract.

**I. REFERENCES.**

1. Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years, preferably experience working with major urban parks and in cultural destinations in North America. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.
2. Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the Contractor Standards Pledge of Compliance form attached to this RFP.
3. The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference,



to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in the Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

**J. PRECLUDED PARTICIPATION.** In order to avoid any real or perceived conflicts of interest, the successful proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**K. FORM 700.** In order to prevent potential or perceived conflicts of interest, the successful proposer may be required to submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to Notice to Proceed on the Contract.

**L. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this contract.

**M. POST AWARD KICK-OFF MEETING.**

1. Proposer receiving award under this solicitation will be required to attend a post award kick-off meeting within thirty (30) calendar days after award of contract to be scheduled by the Technical Representative or designee.

The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

**N. EVALUATION OF PROPOSALS.** The contract award will be made to a single proposer based on price and on a combination of factors as determined to be in the best overall interest of the city. Evaluation criteria is listed on Exhibit A, paragraph 3.6

**O. PRICING.** Proposer's pricing shall be submitted as a flat rate for performance of all specifications in this RFP. The City shall evaluate pricing for this RFP solely based upon proposers submitted flat rate, as specified in the below table.

Proposers must submit their proposal for pricing on the following Pricing Schedule. Using the Pricing Schedule will help ensure consistency in the price evaluation process.

The Pricing Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable.

Proposers must provide attachment worksheets (Worksheets), which include a breakdown of hourly-based rate(s) by position, estimate of labor hours and dollar amount to complete the specifications in this RFP, and any other rationale used in determining their pricing. Blanks on the pricing pages will be interpreted as zero (0), and no price will be allowed.

Hourly rates shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel, lodging and any other expenses incurred in the course of representing the City.

Any variations in the labor hours necessary to complete the work during the Contract period shall not entitle the proposer to any adjustment in compensation.

**P. PRICING SCHEDULE.**

1. Fixed pricing for completion of all specifications, including “Scope of Work,” Exhibit B, paragraph D.

Item No.	Description	Firm Fixed Price
1.	First payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope of Work”, items 1, 2, and 3.	\$
2.	Second payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope Work”, items 4 and 5.	\$
3.	Third payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope of Work”, items 6 through 8.	\$
Total Project Price:		\$

**Q. ADDITIONAL CONSULTING SERVICES/TASKS.**

1. Provide, if available and at the discretion of the City, additional consulting services/tasks related to the scope of work and in accordance with this RFP.

1.1 Additional consulting services/tasks are to be determined and may be required on an as-needed basis throughout the term of the contract. Fees for such additional consulting services/tasks shall be negotiated in accordance within the terms of this agreement; and if needed, an amendment to the contract shall be issued specifying the additional consulting services/tasks and pricing for the additional consulting services/tasks.

2. Proposers shall provide, as an attachment to the Pricing Schedule and in accordance with Exhibit B, paragraphs O and P, their pricing for additional consulting services/tasks within the scope of work as outlined in this RFP and as detailed in Proposer’s response. The attachment shall include hourly rate by position and the rates shall be valid for the duration of the contract.

3. Proposer's response to Additional Consulting Services/Tasks shall not be considered in the evaluation for award.

# EXHIBIT C



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

## ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

## ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## COVID-19 VACCINATION ORDINANCE

### CONTRACTOR INFORMATION

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

Company Address: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

### CONTRACT INFORMATION

Contract Number (if none, purchase order number): \_\_\_\_\_

Start Date: \_\_\_\_\_

Contract Title (or description): \_\_\_\_\_

End Date: \_\_\_\_\_

### TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

**Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.**

### CONTRACTOR CERTIFICATION

By signing, I \_\_\_\_\_, who is an authorized signatory of contractor \_\_\_\_\_, certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

\_\_\_\_\_  
 Name of Signatory

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

### FOR OFFICIAL CITY USE ONLY

Date of Receipt: \_\_\_\_\_

P&C Staff: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

Compliance Dept. Staff: \_\_\_\_\_

# CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

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

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

\* The precise nature of the interest includes:

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

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

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

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

If **Yes**, attach proof of status to this submission.

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

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

Type of corporation:    C                      Subchapter S

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

If **Yes**, after what date: \_\_\_\_\_

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

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

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

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

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

If **Yes**, please use Attachment A to disclose.

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

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

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

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

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

List names of all firm partners:

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

**Yes                      No**

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

2. In the past five (5) years, has your firm been denied bonding?

**Yes                      No**

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes                      No**

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes                      No**

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

**Yes                      No**

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

6. Are there any claims, liens or judgements that are outstanding against your firm?

**Yes                      No**

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

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

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

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

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

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

**Yes                  No**

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

**Yes                  No**

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

**Yes                  No**

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

**Yes                  No**

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

**Yes                  No**

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

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

**Yes                  No**

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

7. Performance References:

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

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

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



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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I. BUSINESS REPRESENTATION:**

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

**Yes**                      **No**

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

**Yes**                      **No**

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

3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

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

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

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

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

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

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

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

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

#### II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
 Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED  
 CONTRACTOR IDENTIFICATION**

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

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

ADA/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: \_\_\_\_\_ Email: \_\_\_\_\_

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: \_\_\_\_\_ Email: \_\_\_\_\_

- 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 \_\_\_\_\_, 20.\_\_\_\_

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

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

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
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**

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

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

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

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

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

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

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

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

<b>Grand Total All Employees</b>	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div>													
----------------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Disabled														
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## Work Force Report

### HISTORY

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

### WORK FORCE & BRANCH WORK FORCE REPORTS

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

### MANAGING OFFICE WORK FORCE

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

### TYPES OF WORK FORCE REPORTS:

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

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

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

### RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,



Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

## **Questions, Comments, and Answers 10089841-23-L**

**Question 1:** In our research, we found there is a budget of \$75k allocated for the project. If this is not correct, would you provide the confirmed budget for the project? In reviewing the outlined scope, we believe this effort to be roughly 4x \$75K.

**Answer 1:** \$75,000 has been earmarked to initiate the project. Additional funding will be made available following the conclusion of the selection process.

**Question 2:** In reviewing the Precluded Participation statement (included below), we wanted to confirm that the successful proposer will not be able to participate in any future projects that within Balboa Park including other planning and design efforts.

**PARTICIPATION.** In order to avoid any real or perceived conflicts of interest, the successful proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**Answer 2:** The consultant will assist the City in developing an overall framework that results in a project prioritization process to be used to guide future investment in Balboa Park. The consultant will be working with City staff, and will be providing the City with information, opinions, or recommendations for projects within Balboa Park. Pursuant to CA Government Code sections 1090 and 87100, the successful proposer will be precluded from participating or competing for subsequent solicitations or contracts for future projects in Balboa Park related directly or indirectly to this RFP or in any solicitations or contracts that result, directly or indirectly, from this RFP. The provision in the RFP also makes it a contractual obligation.

**Question 3:** Please confirm we can use Planet Bids to submit our proposals and no hard copies or thumb drives are required.

**Answer 3:** If proposers choose the option to submit their proposals via PlanetBids, hardcopies and thumb drives are not required; however, if proposers choose the option to submit their proposal at Purchasing & Contracting Department, then hardcopies and thumb drives are required.

**Question 4:** Article III, 3.1 does not specify a maximum compensation amount; is there a budget that the City has allocated that the proposal should not exceed?

**Answer 4:** \$75,000 has been earmarked to initiate the project. Additional funding will be made available following the conclusion of the selection process.

**Question 5:** Does participation in this RFP preclude future work with Balboa Park?

**Answer 5:** See Answer 2.

**Question 6:** Regarding Exhibit B, Item J, Precluded Participation – is there a timeframe in which participation would be precluded after completing the scope of work detailed in this

## **Questions, Comments, and Answers 10089841-23-L**

RFP or is it ongoing? Would precluded participation pertain to design-related RFPs for Balboa Park from sources other than the City?

**Answer 6: See Answer 2; yes, as it relates to this RFP, directly or indirectly or in any solicitations or contracts that result, directly or indirectly, from this RFP.**

**Question 7: In the Proposer's Qualifications, it says that the consultant team should have proven skills in landscape design. If there is no desire for a report on landscape maintenance or relevant best practices, where/how is that experience expected to come into play?**

**Answer 7: Consultant shall be versed on landscape design, maintenance and irrigation practices to allow consultant to properly weigh that component when developing a prioritization schedule and scoring system for projects parkwide. Consultant is NOT being asked to create or implement any specific project and would not be asked to opine on any given project on landscape design and maintenance.**

**Question 8: On point D.3 under Exhibit B (Scope), how much information will the Department provide on projects that were proposed or initiated but not completed and any "repairs and upgrades of existing buildings and amenities"? Will this information be given to the consultant or will the consultant be responsible for communicating with the different entities to obtain that information?**

**Answer 8: The Parks and Recreation Department will provide all relevant information and documentation it has available on various projects. The P&R Department will also help consultant engage with stakeholder groups and/or other City Departments (Streets, Facilities, Engineering and Capital Projects, Transportation and Mobility, Historic Preservation Division via DSD, among others) for additional information on projects as necessary.**

**Question 9: To clarify, the consultants are not being asked to introduce new projects or initiatives, but rather to only focus on the existing proposals and/or undergoing projects?**

**Answer 9: Yes, consultant is being asked to only evaluate infrastructure needs, condition assessments, City of San Diego policies and procedures, "existing" park projects and initiatives in the pipeline to develop a formula for prioritizing parks needs and projects.**



*Balboa Park (via City of San Diego website)*

## **The City of San Diego Parks and Recreation Department**

**Proposal to Provide a Prioritization Framework for Balboa Park  
RFP # 10089841-23-L**

**September 12, 2022**

**Confidential**



### **AEA Consulting**

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September 12, 2022

Christina Chadwick  
Assistant Deputy Director  
The City of San Diego  
Parks and Recreation Department  
1200 Third Ave, Suite 200  
San Diego, CA 92101  
*Submitted via eBidding system PlanetBids*

Dear Christina,

On behalf of AEA Consulting, I am pleased to submit our proposal to develop a Prioritization Framework for Balboa Park, giving shape to the City's strategic ambitions and priorities to help guide future investment and strengthen its efforts to grow and enhance visitor experiences in Balboa Park.

AEA would bring to the project a dedicated team with significant experience leading the development of strategies for arts and cultural organizations, city governments, and parks and gardens, among other institutions; a depth of knowledge of global trends in arts and culture and leisure activities; and practical understanding of contributions that culture can make to economic development and a region's unique identity. We have:

- Over thirty years of experience developing cultural strategies for government entities, foundations, philanthropists, and leading cultural organizations internationally.
- Extensive experience with cultural planning and creative district planning for communities, including Downtown Brooklyn and Brooklyn Bridge Park (New York); Toronto Quayside (Canada); Queenstown Lakes District (New Zealand); Laguna Beach (California); Sunny Isles Beach (Florida); Lincoln Road BID (Miami, Florida); Edinburgh (Scotland); the City of Sydney (Australia); and through the creation and management of the Global Cultural Districts Network ([www.gcdn.net](http://www.gcdn.net)).
- Recognized expertise in cultural facilities planning, working on thirty-years-worth of projects across all building types and assisting clients to develop cultural infrastructure responsive to emerging trends and created for long-term sustainable success.
- Deep engagement with issues of substantive interest to San Diego and the region, and a track record of developing thoughtful approaches to consultation and community engagement that grown that understanding in ways that help to ensure that processes and the recommendations that emerge are endorsed, owned, and implemented by stakeholders.
- Detailed knowledge of the arts and culture in Southern California and its intersection with municipal government policy, though our colleague Laura Zucker's prior work as the head of the Los Angeles County Arts Commission and continued engagement with the area's arts and cultural sector.
- A thoughtful view on the significant external dynamics impacting the cultural and creative sectors, attuned to the profound impacts stemming from ongoing social, technological, and demographic



change. We bring an understanding of the importance of thinking across multiple possible futures to explore strategic implications in the present – within a commitment to racial and social justice, responsiveness to emerging environmental needs, and the intelligent deployment of emerging technologies among the future outcomes at the core of AEA's work.

Thank you again for the opportunity; it would be an honor to work in partnership with you, your colleagues, and stakeholders across San Diego to deliver this prioritization framework. We stand by to answer any questions or provide further information you may need for your evaluation, and we look forward to hearing from you.

Sincerely,



Daniel Payne  
Managing Principal





# Project Context



## Project Context

As one of the oldest park sites in the United States, Balboa Park in the City of San Diego is a 1,200-acre historic urban cultural park on the traditional land of the Kumeyaay Nation. Not only an open space with natural vegetation, gardens, and walking and bike paths, Balboa Park is home to the world-famous San Diego Zoo, museums, and other performing arts venues. The Park also provides recreational facilities, gift shops, and restaurants for visitors to enjoy. A place of historical significance that has presented international expositions, a portion of the Park was declared as a National Historic Landmark and National Historic Landmark District, which the State of California designated as a California Cultural District in 2017 after repurposing historic venues for their use by arts and cultural organizations. Known as Central Mesa, the District within the Park hosts a variety of organizations dedicated to the arts, culture, and science, and is home to artists, historic buildings, and gardens, providing unmatched experiences for visitors in the region.

In 2012, Balboa Park updated its Master Plan and has been presented with a variety of opportunities through a number of studies that have recommended ways in which to secure a sustainable future for the Park. These have included, The Central Mesa Precise Plan, East Mesa Precise Plan, The Soul of San Diego: Keeping Balboa Park Magnificent in Its Second Century, and others ranging from facilities condition assessments to governance, funding, and management reports and cultural to land use plans.

Now, the City of San Diego Parks and Recreation Department seeks to engage a consultant to develop a prioritization framework across the possible futures outlined in this recent work as well as other emerging ideas, creating a process to prioritize projects and guide future investment and enhance the visitor experience in Balboa Park.

## About AEA Consulting

AEA is well positioned to help facilitate this exercise, having worked on strategic and cultural planning for cultural organizations and communities in widely diverse urban, suburban, and rural contexts. Some recent examples:

- We worked in close partnership with the City of Laguna Beach to analyze the need for and potential development of multi-use and flexible cultural infrastructure options to contribute to creative placemaking in the City's downtown area. Our assessment helped Laguna understand ideas for opportunities that would align with strategic goals, the kinds of organizations and audiences that might benefit, and the city's capacity for such an endeavor, along with the feasibility and sustainability of the projects' potential operation. This entailed community and stakeholder consultation, as well as independent idea generation, research, and benchmarking; analyses of the local and regional facility landscape; site assessments; and financial and operational modeling
- We completed a strategic programming plan for Brooklyn Bridge Park and Brooklyn Bridge Park Conservancy, resulting in a path forward that advanced a mission and vision for cultural and recreational programming at the Park, aligned the Park's standards of excellence and an understanding of visitors amid evolving needs in the market, and including a plan to guide the Park and Conservancy in a vibrant execution of the programs.



- We have worked with Infrastructure New South Wales, a state government agency in Australia, and Regional Facilities Auckland in New Zealand to create cultural infrastructure strategies that built out methodologies for prioritizing and funding cultural infrastructure and related investment in the regions of New South Wales and Auckland, respectively. We also delivered a Cultural Masterplan for Queenstown Lakes District (New Zealand), which, in response to the pressures of significant growth in tourism to the region in recent years, assessed the current needs in cultural provision and infrastructure to make recommendations on initiatives that could support the arts and cultural sector in the District.
- We have a keen understanding of the business and operational implications of strategies. We explored cultural district business models for Culture Mile, a cultural district launched by the City of London in 2018 in partnership with the Barbican, Museum of London, Guildhall School of Music & Drama and London Symphony Orchestra, including stakeholder consultation, comparator research, and options analysis to make recommendations on the district's core value propositions, key activities, revenue streams, cost structure, partnerships and governance model. AEA has worked with Scenic Hudson on the planning of the Hudson Highlands Fjord Trail, a proposed trail spanning the 7.5-miles between Cold Spring and Beacon, New York, in the Hudson Valley north of New York City. Working across multiple departments and parks, our work evolved the business and operational strategies for a trail that will allow visitors to reconnect with the diverse and unique landscape that has long been cut off by railway thoroughfares.
- We have also developed cultural strategies to revitalize economies and create more resilient communities in both post-Hurricane Katrina New Orleans, and in Lower Manhattan after Superstorm Sandy.

### **Developing Clarity and Consensus**

With offices in New York and London, AEA has worked closely over many years with clients contemplating new or expanded cultural and civic spaces and facilities, helping them to gain clarity and consensus on their vision and goals, and to further their understanding of what is required for long-term operational and financial success. We have extensive experience in assisting cultural leaders to develop an analytically well-grounded consensus around strategic priorities and a viable way to realize those priorities. AEA's processes focus on clearly framing the challenges, developing criteria for decision-making and evaluation, thoughtful consulting with stakeholders, and developing realistic, actionable plans.

### **Exploring the Contributions of Culture to Urban Life**

AEA is also a global leader in understanding what makes successful cultural "clusters" and destinations in urban areas around the globe. We have worked in 42 countries on six continents, including many border cities that seek to use culture as a tool to bridge across political boundaries and leverage the diversity of their situations to create unique cultural opportunities and experiences.

Cultural production and presentation are undergoing a period of dynamic change – in the sorts of experiences audiences are looking and for and that artists and cultural creators are seeking to create, in the sorts of spaces in which they are displayed and performed – often less formal than has traditionally been the



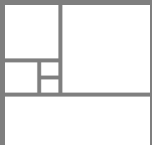
case – and in the extent to which technology is incorporated into those experiences. Investment strategies need to reflect or at least consider these trends and ensure that investment does not ‘freeze’ infrastructure when the demands on it are continuing to change.

In particular, cultural districts and precincts can be valuable devices to encourage synergies among cultural organizations and between them and the broader community and economy, encouraging visitors to spend time (and money) at multiple institutions in a condensed period of time. also focus attention on place-making in the form of attractive, animated, shared civic spaces. Creating new and improved public facilities and spaces provides an opportunity to foster the kind of multi-use, informal spaces that are increasingly in demand from broader audiences; they can also provide a backbone for development of cultural and creative organizations and offshoot industries to grow up around. There are other social and economic benefits that clustering can have in creating synergies and promoting collaboration between cultural institutions, such that they not only offer a critical mass of cultural experience to visitors, but offer value to the institutions themselves in the form of vertical integration and sharing of resources and infrastructure.

To explore those more deeply, in 2013, we founded the Global Cultural Districts Network. GCDN is an international federation committed to improving the quality of urban life through the contribution of the arts, culture, and creative industries. The membership network fosters cooperation and knowledge-sharing among those responsible for creative and cultural districts and engages leaders in culture and in urban development through convenings, research and collaborations to inform global, local and sectoral agendas. Members include Dallas Arts District (Texas), Brooklyn Cultural District (New York), City of Providence Department of Art, Culture + Tourism (Rhode Island); Better Bankside (London); Kingston Arts District (Jamaica); National Museum of Singapore and Bras Basah.Bugis Arts & Heritage District; Onassis Foundation (Greece); Quartier des Spectacles Partnership (Montreal), Sharjah Museums Authority (United Arab Emirates), and many others. More information about GCDN is available at [www.gcdn.net](http://www.gcdn.net).



# Scope of Services and Workplan



## Scope of Services and Workplan

### Our Approach

AEA Consulting brings a structured, iterative, and analytical approach to planning and strategy development – surfacing key issues as a path to building consensus; reaching out into the sector and community as a path to building support, while also harnessing creative ideation to encourage innovation. Success, in projects like these, is multidimensional; a clear process is therefore critical to helping balance the voices of a broad set of stakeholders across a range of potential opportunities. Such a process draws upon elements of both strategic foresight and design thinking, allowing AEA to assist leadership teams in these projects to arrive first at a nuanced understanding of what success might look like, before developing a well-understood and actionable way forward.

Here, our goal is to develop a well-grounded, resourced, and action-orientated framework to ensure that the distinctive cultural, historical, and environmental character of Balboa Park is protected, preserved, and promoted for the enjoyment of diverse residents and visitors alike, and that infrastructural and related needs are identified clearly. The framework needs to address both the challenges and the opportunities and place them in the context of the issues critical to the Park: facilities conditions; visitor and community amenities; funding, management and governance; visitor experiences; historic context and preservation; inclusive engagement; land use; and more.

Our experience has highlighted the extent to which the process of these sorts of strategic planning projects can, without a coherent framework, leave stakeholders and their organizations “siloeed” in their thinking, missing opportunities to leverage community assets. This reinforces the need for creative, strategic thinking in order to maximize the opportunities for an impactful yet feasible framework. In order to accomplish this:

- We situate questions and conclusions in an assessment of the wider environment, investing time up front to understand the situation by consulting with those who know it best, while also bringing a new point of a view to the situation and context from our 31 years of experience in the sector.
- We intelligently structure community participation to ensure we include diverse populations that inhabit San Diego. We situate community comments in a structure for forward-thinking conversation. Through these means, we foster engaged public discussion and reach out not only to local parks and recreations advocates, but also to the broader residential community, which in turn creates new advocates for Balboa Park in the process.

We believe that the result of a successful planning process is a consensus around ambitious goals that recognizes the unique character of an area’s people and their environment; a concrete, prioritized plan to achieve them; an understanding of the challenges and how to mitigate them; and a sensible set of metrics to measure progress.



## Workplan

### Process Management & Project Communication

We suggest the formation of a *Working Group* to oversee the planning process that has appropriate stakeholder representation – possibly to be the Parks and Recreation Department advisory body, though we would confirm this at commissioning. We would also suggest identifying one person on behalf of the client team to serve as a main point of contact.

Throughout the process, we will provide monthly progress reports to the Working Group; and provide updates, as requested and appropriate, at relevant City meetings.

### Phase 1: Project Understanding and Organizational Assessment (RFP Scope B.D.1-2)

**Commissioning Meeting & Site Visit** – AEA would have an initial meeting, ideally in person aligned with a site visit, with the Working Group to outline the scope of the planning process and project management structure, identify Working Group members, roles and responsibilities, the project scope, and communication processes.

We would discuss required background information and research materials and be briefed on the preparatory work – or work known to group members – done in the process leading up to and in anticipation of the establishment of this project and on the relevant aspects of the planning processes underway.

We would take this time to discuss coordination with the Balboa Park Cultural Partnership to align the scope and schedule of the Prioritization Framework with other initiatives that are in development through the Experience Plan.

We would discuss the development and oversight of the website and promotional materials and initial requirements for the public engagement plan.

**Project Schedule** – Based on the outcomes of the Commissioning Meeting, we would then develop a Project Master Contact List and project schedule to include regular meetings with the Working Group.

**Organizational & Materials Review** – A review of the Parks and Recreation Department and Balboa Park, its history, programs, financials, etc. In addition to the existing plans and documents listed in the RFP, we would provide a list of materials we typically review, such as five years of audited financial and internal operating statements; audience data; any prior strategic plans; fundraising, marketing, and education plans and reports; Board meeting minutes; by-laws; staffing information, etc.

**Public and Park Stakeholder Engagement Plan** – We would then design and confirm a Public and Park Stakeholder Engagement Plan to ensure the broadest possible participation among key stakeholder groups from diverse backgrounds (local communities, communities of interest, funders, peer institutions, audiences, Board, staff, etc.) and a robust and consistent strategy to communicate with them throughout the course of the project and beyond.



In this work, we would identify and develop:

- The goals, objectives, and desired outcomes of the public engagement plan.
- Key messages to communicate the project to the public.
- The schedule, format, and interview protocols for the stakeholder interviews and public engagement mechanisms.
- Unique public engagement methods to employ online, especially through social media platforms, to gather additional, consistent feedback from the public

A schedule of public focus sessions (in-person and online) together views on various aspects of the developing framework and to win support among a broad cross-section of public and park stakeholders. These sessions would occur at four key points of the project:

1. Project Initiation
2. Project Scoring System Development
3. Decision-Making Process and Design Review
4. Delivery and Adoption of the Prioritization Framework

*AEA Consulting would develop these strategies and assign team member(s) to be on the ground during in-person events. We welcome guidance and collaboration from City staff on determining locations and logistical planning.*

**Deliverable: Public and Park Stakeholder Engagement Plan** – AEA will produce a final public and park stakeholder engagement plan.

## **Phase 2: Existing Conditions and Public Engagement**

### **Phase 2a: Comprehensive Project List and Facilities Assessment (RFP Scope B.D.3-4)**

**Programs and Services Evaluation** – Based on desk research and interviews, we would assess project initiatives – past, present, and future – across Balboa Park to understand what types of projects have taken priority, and what opportunities we can identify that could support the Park’s and City’s priorities.

**Asset Inventory** – We would assemble an inventory of all assets: facilities, organizations, and individuals who comprise the ecology Balboa Park utilizing existing data.

**Facilities Evaluation** – Based on desk research and interviews, as well as tapping into AEA’s experience with cultural facilities around the U.S. (and world), we would develop an understanding of the extent to which the Park is using its capital facilities and assets in a way that maximizes achieving its goals. This work lays a shared foundation among stakeholders for forthcoming work during the project to identify additional infrastructure requirements.





**Resources Assessment** – Based on desk research and interviews, we will assess current funding sources, human resources, and the governance structure/coordination between governing bodies involved in cultural policy and planning locally.

**Benchmarking Research** – We would undertake benchmarking research on local, national, and international trends and best practice in successful park operations and strategies that have been implemented in communities broadly similar to Balboa Park. Comparable strategic and prioritization frameworks, scoring systems, project flowcharts, and implementation examples will be included in this research to inform interviews, public engagement, and the final Prioritization Framework.

**Initial Stakeholder Consultation** – Confidential, individual interviews with the members of the Working Group, other senior staff, key members of the Board (e.g. Chair and other executive committee officers), and key stakeholders from other cultural institutions and attractions in Balboa Park to understand their initial perspectives on critical issues and points of focus for the process. These interviews would be, in part, to help inform the creation of the Comprehensive Project List, providing insight beyond the documents – project conception and perception, governance and management, internal decision-making processes, etc.

**Staff Engagement** – We would conduct staff surveys, large group listening sessions, and opportunities for smaller-scale / one-on-one meetings with selected line managers, Department staff, and staff of other Park residents. This creates a better understanding of organizational culture and a sense of any emerging “on the ground” issues that sometimes don’t bubble up to senior management or Board level.

**Project Initiation Public Session** – Co-hosted with the City, AEA would provide a public session to provide an overview of the project plan. We would develop a presentation outlining the process and methodology, research and discovery, public engagement plan, and intentions of the project. We would provide all public comments to the City in a summary report.

**Deliverable: Engagement Summary** – A summary of stakeholder, staff, and public engagement interviews and events, expressing the values and concerns of the community and stakeholders.

**Deliverable: Comprehensive Project List** – After reviewing all organizational materials, existing plans, and documents and gaining insight from key stakeholders and staff, we would then compile a Comprehensive Project List that identifies all proposed projects – not completed or initiated – included the Balboa Park Master Plan, Precise Plans, and general development plans, including repairs, upgrades and improvements to buildings, amenities, mobility, traffic, parking, etc. and aspirational uses identified in previous studies. The list will observe each project and include individual and integrated project perspectives to address how the Park’s buildings, amenities, etc. operate independently and contribute to the whole ecosystem.

**Deliverable: Facilities Assessment and Building Conditions Report** – From the above research and engagement, we would compile a Facilities Assessment and Building Conditions Report that would include building conditions, facilities inventory, prior assessment reports and cost projections, and identifies costs not noted. This would utilize cost categories and comply with standards and guidance from the Secretary of the Interior.



## Phase 2b: Project Scoring System Development (RFP Scope B.D.5)

**Gaps and Opportunities Analysis** – At this stage, we will synthesize the research and analysis to date to assess the state of current cultural infrastructure provision to begin to establish future needs and how existing and future projects might continue to serve the San Diego and visitor communities.

**Focus Group Sessions** – We will work with the City to determine 2 focus group sessions with stakeholders, residents, and policymakers with expertise in distinct issues that will most inform public engagement process. These might include leaders of city-owned cultural institutions, key players in Parks operations and planning, etc.

**Project Scoring System Development Public Sessions** – Co-hosted with the City, AEA would provide 2 public sessions to obtain an understanding of perspectives and priorities regarding future projects in Balboa Park. What is most important and why? We will explore the purpose of specific projects, their goals, and how they will add value to the Park. Other areas of interest will include: funding sources, historical significance and preservation, economic impact, tourism, accessibility, social impact, operations, maintenance, etc. This will inform the Project Scoring System.

**Deliverable: Engagement Summary** – A summary of stakeholder, staff, and public engagement interviews and events, expressing the values and concerns of the community and stakeholders.

**Deliverable: Project Scoring System** – Based on benchmark research, focus groups, and public session feedback, AEA will develop a multi-level Project Scoring System based on objective criteria for each project that will align with Council Policies.

## Phase 2c: Decision-Making Process and Design Review (RFP Scope B.D.6)

**Decision-Making Process and Design Review Public Sessions** – Co-hosted with the City, AEA would provide 2 public sessions to obtain an understanding of perspectives and priorities regarding how future projects in Balboa Park move from conception to completion. We would work with session participants to map out the processes needed to be in place in order to move a project forward, and develop a framework of when and how community input would be incorporated in the decision-making process.

**Governance and Management** – We will advise on what structures, systems, government, or management policies will help to realize the Prioritization Framework and include, as appropriate, suggestions on any legislation or policies that could support future development of Balboa Park.

**Case Study Development** – Based on desk research, interviews, and public feedback throughout Phases 1 and 2, AEA would develop a case study of a recent project to outline a 'path of travel' from conception to completion, outlining internal processes, external outreach, and public engagement practices in decision-making and review.

**Deliverable: Engagement Summary** – A summary of stakeholder, staff, and public engagement interviews and events, expressing the values and concerns of the community and stakeholders.

**Decision-Making Process and Design Review Report and Flowchart** – A report with a summary of the public engagement session, the case study, governance and management recommendations, and a draft



flowchart demonstrating an equitable and inclusive Decision-Making Process that involves Department staff, key Park stakeholders, City-elected officials, and the public. This work would take into account the Design Review Process for Balboa Park Projects study that is currently underway.

### **Phase 3: Prioritization Framework Development (RFP Scope B.D.7-8)**

**Implementation Workshop** – During the implementation workshop with Department staff and other key stakeholders, AEA would review the Prioritization Framework’s proposed strategies. The workshop would focus on developing realistic cost, staffing, and funding projections, among other resources needed for the Prioritization Framework to be successfully implemented.

**Draft Prioritization Framework** – Pulling together the above inputs, AEA would produce a Draft Prioritization Framework for review and approval by Parks and Recreation Department staff. The Draft would be delivered three weeks before finalization to allow sufficient time for feedback, edits, and corrections.

**Second Draft Prioritization Framework** – Based on feedback, edits, and corrections from Department staff, AEA would make revisions to the Draft Prioritization Framework.

**Draft Prioritization Framework Public Session** – Co-hosted with the City, AEA would provide a public session to present the Draft Prioritization Framework. We would develop a presentation outlining the process and methodology, research and discovery, public engagement outcomes, and an overview of the full Prioritization Framework. We would provide all public comments to the City in a summary report.

**Deliverable: Final Prioritization Framework** – Based on feedback from Department staff and the public session, AEA would prepare a Final Prioritization Framework to include:

- Foreword
- Executive Summary
- Introduction
- Process and Methodology
- Public Engagement Overview
- Prioritization Framework
  - Comprehensive Projects List
  - Facilities Assessment and Building Conditions
  - Project Scoring System
  - Decision-Making Process and Design Review Report and Flowchart
  - Starting Points for Implementation



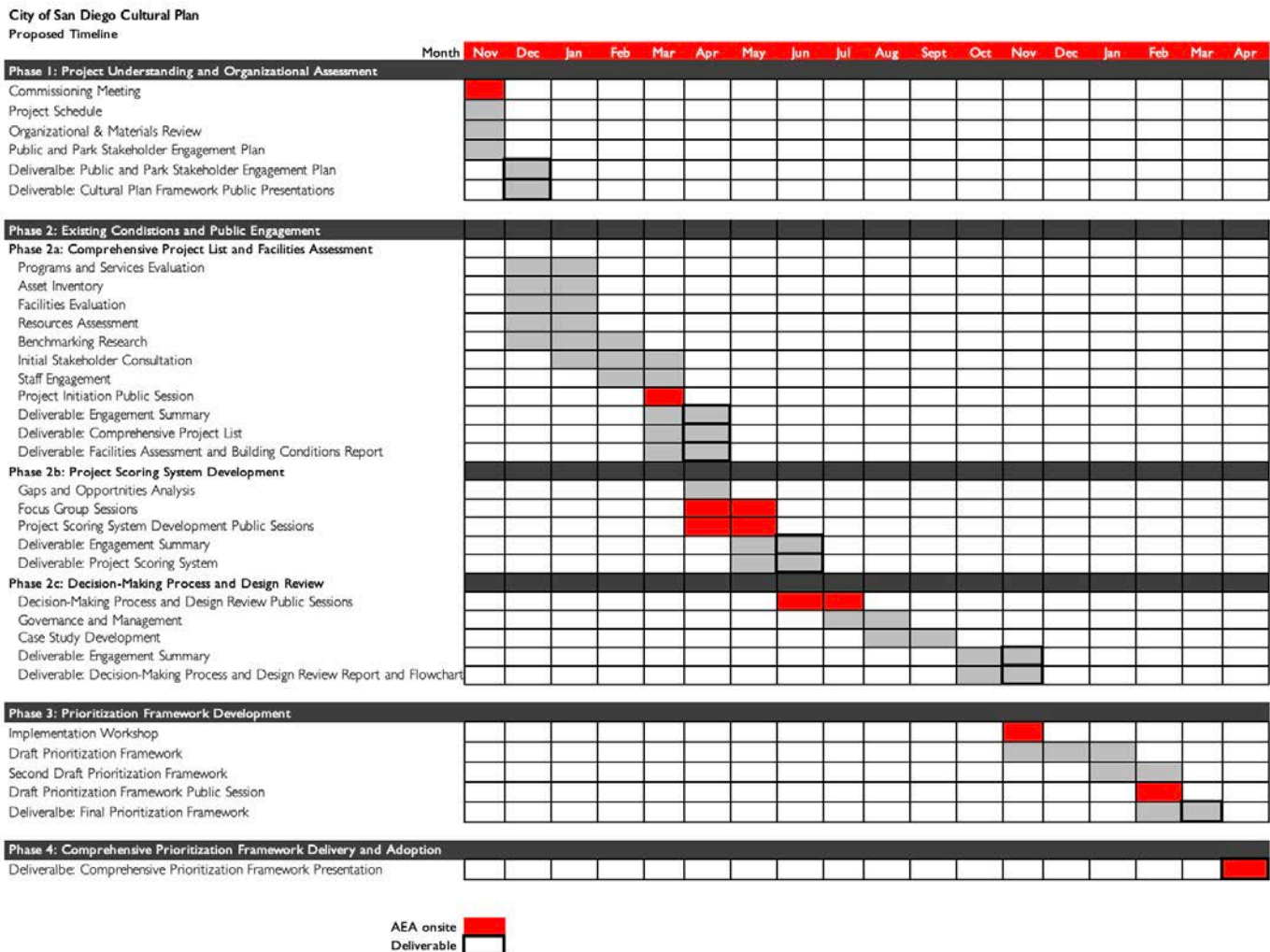
- References
- Acknowledgments

### Phase 4: Comprehensive Prioritization Framework Delivery and Adoption

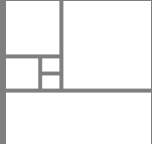
The Final Prioritization Framework would be presented to the Parks and Recreation Department for final approval and adoption. It will be provided in digital format and in an original editable format to the Parks and Recreation Department.

### Timeline

Below is an indicative 18-month timeline aligned with the above workplan. We would expect to review and confirm this with the Working Group at the outset of the project to ensure that there is appropriate time for engagement with the community and City staff during the plan's creation.



# Selected Project Experience





**Dream Unlimited + Great Gulf (Toronto, Canada)**  
**Toronto Quayside Development (2021 + ongoing)**

In 2021, AEA Consulting was engaged by Dream Unlimited Corporation and their development partner Great Gulf, to advise their team on an international competition submission to develop the Quayside site into a 12-acre (4.9 hectare) community and cultural hub in the heart of downtown Toronto. AEA's work focused on the development of the landmark cultural destination and multi-use arts venue that will bring

together space for the performing arts, Indigenous-centered cultural celebrations, and flexible education spaces.

In February 2022, the Dream and Great Gulf team, known as the Quayside Impact Limited Partnership, was announced as the winning team to begin negotiations with Waterfront Toronto on a project agreement. The site will become a community for residents and visitors to live, work, and play, delivering 800+ affordable housing units, green public spaces, and a new landmark cultural destination.

Quayside Impact Limited Partnership includes Dream Unlimited and Great Gulf acting as Lead Developers. The team also includes Adjaye Associates, Alison Brooks Architects, and Henning Larsen as Lead Architects.



**Flint Cultural Center Corporation (Flint, MI)**  
**Strategic Planning and Due Diligence (2021)**

AEA was engaged by the Flint Cultural Center Corporation for strategic planning and due diligence exercises to explore the future of the 33-acre arts and culture hub in downtown Flint, Michigan. The FCCC campus first opened during the 1950s automotive

boom and remains home to some of the city's most iconic cultural institutions including the Flint Institute of Art, Flint Institute of Music, the Sloan Museum, and the Longway Planetarium. Our work emerged as the FCCC assumed operations for the city's Capitol Theatre and sought to optimize the organization's management and governance structures. AEA worked with the Corporation's board of advisors, community leaders, and major funders including the Charles Stewart Mott Foundation to chart a path forward that better aligned the programming and governance responsibilities across the multiple organizations that make up the Cultural Center, resulting in a new plan deployed across the Cultural Center to ensure logic, clarity, and efficiency in management and governance and programming that provides the greatest possible impact to the residents of Flint.







### **Regional Facilities Auckland (Auckland, New Zealand)** **Cultural Infrastructure Investment Strategy Framework (2020)**

AEA worked with Regional Facilities Auckland on developing a strategic investment opportunity framework for cultural infrastructure in the Auckland region of New Zealand. Informed by prior public and stakeholder consultation and existing venue and urban development strategies, we worked with the RFA Board

and staff on identifying key cultural infrastructure priorities for Auckland with a focus on future decades and the needs and expectations of the 21st-century audiences. As part of this exercise, AEA carried out international benchmarking of cultural infrastructure strategies, financing mechanisms, and examples of successful and impactful cultural infrastructure projects to provide context for Auckland's future direction.



### **Scenic Hudson | Hudson Highlands Fjord Trail (Beacon, NY)** **Organizational Planning (2019-2020)**

The Hudson Highlands Fjord Trail is a proposed, 7-mile trail, set between Cold Spring and Beacon, New York. Working across multiple departments and parks, the trail will be a fully accessible route allowing visitors and residents opportunities to reconnect with the diverse

and unique landscape that has long been cut off by railway thoroughfares.

AEA worked with the newly formed foundation, master planners, and local stakeholders to understand the operating implications and sustainability opportunities associated with the trail development.



### **Atlanta Housing Authority (Atlanta, Georgia)** **Atlanta Civic Center Feasibility Study (2021)**

The Atlanta Civic Center, originally opened in 1967 but closed since 2014, is currently undergoing mixed-use redevelopment plans led by the site's owner, the Atlanta Housing Authority. AEA is a part of the team exploring options for cultural activation, especially regarding the Center's existing 4,500 seat auditorium and adjacent Exhibit Hall. AEA's scope of work includes

a market research assessment, stakeholder consultation, and analysis of emerging trends to identify the ways that the Civic Center could support a vibrant and equitable cultural community in Atlanta.





### **Kuwait National Cultural District (Kuwait City, Kuwait) Management + Operations (2017-2021)**

AEA Consulting was appointed by the office of the Emir of Kuwait (the Amiri Diwan) to a five-year contract to advise on the establishment and successful operation of the new Kuwait National Cultural District (KNCD).

The Kuwait National Cultural District comprises the Sheikh Jaber Al Ahmad Cultural Centre, Sheikh Abdullah Al Salam Cultural Centre, Habitat Museum, Remembrance Museum, and the restored Al Salam

Palace. Together, the District offers eight museums, a new national theatre and music center, conference facilities and library across three sites in Kuwait City.

The US\$1.25 billion project represents one of the most significant cultural infrastructure projects in the world. AEA advised on the strategy and management of the KNCD to ensure world-class operations and visitor experiences. We opened an office in Kuwait to deliver the scope of works, in partnership with Alghanim International and our local agent, Group 7.



### **Three Lakes Cultural Trust (Queenstown, New Zealand) Queenstown Lakes District Cultural Plan (2019)**

Encompassing an area of outstanding natural beauty, recognized internationally for the overwhelming drama of its rivers, lakes and mountains, Queenstown Lakes District in New Zealand's Otago region has seen significant growth in tourism in recent years. While being the leading sector of the local economy, the impact of tourism on local life and identity has stirred

discussion around the pace and character of developments in the District. To address some of these growing pressures while preserving the District's unique cultural and heritage assets, a group of local residents have formed a trust and commissioned AEA to facilitate the first Cultural Masterplan for the District. The Masterplan assesses the current needs in cultural provision and infrastructure and makes recommendations on the initiatives to address these needs and support the arts and cultural sector in the District.







**Lafayette Development Authority (Louisiana, USA)**  
**Cultural Plan (2019)**

AEA worked with the Lafayette Economic Development Authority and the Office of the Mayor on a Parish-wide investment strategy for the CREATE Initiative in Lafayette, Louisiana. The CREATE Initiative is a multi-year program, funded by a tax re-dedication passed in 2017, that aims to attract and provide substantial investment in Lafayette's creative industries to bolster the economy, improve quality of life, and attract tourism. The initiative approaches investment in

the arts in an innovative way, considering projects from any organization, artist, department, or community members who align with the vision and goals. AEA's work involved conducting open public sessions to help identify the vision and key strategies, mapping existing Parish assets, creating an objective scoring system and process for investment in the creative economy, and planning for longer-term communication, implementation, and evaluation.



**City of London Corporation (London, UK)**  
**Culture Mile Business Planning (2019)**

AEA was retained by the City of London Corporation to conduct business model research for Culture Mile, a cultural district launched by the City in 2018 in partnership with the Barbican, Museum of London, Guildhall School of Music & Drama and London Symphony Orchestra. We conducted stakeholder consultation, comparator research, and options analysis

to make recommendations on the district's core value propositions, key activities, revenue streams, cost structure, partnerships and governance model.





**City of Laguna Beach (Laguna Beach, California)**  
**Creative Placemaking Assessment (2018)**

AEA worked with the City of Laguna Beach to analyze the need for and possible development of a multi-use and flexible cultural infrastructure option. Our creative placemaking assessment helped Laguna determine the city's capacity for such an endeavor, the kinds of organizations and audiences that might benefit, and the feasibility and sustainability of the project. Our work entailed extensive idea generation, research, and

benchmarking; community and stakeholder consultation; analyses of the local and regional facility landscape; site assessments; and financial and operational modeling.



**City of Santa Clarita (Santa Clarita, California)**  
**Outdoor Amphitheater Feasibility Study (2018)**

AEA, with architects John Sergio Fisher & Associates, was selected by the City of Santa Clarita to deliver a feasibility study for a new 3,000 – 6,000 seat outdoor amphitheater. An outgrowth of the City's 2016 Arts Master Plan, the study gathered input from City Council and other City leadership, the Arts Commission, the arts

community, and the wider public to identify the key strategic drivers behind an amphitheater project; analyzed the likely level of demand; and investigated options for programming and location. The resulting study discusses the optimal requirements of a successful project – including size and specifications, governance and operating model – and outlined the likely financial implications.



**Barangaroo Development Authority (Sydney, Australia)**  
**Cultural Plan, Concept Development + Feasibility Study (2013 + 2014-2015 + 2018)**

In 2013, AEA delivered a cultural strategy for Barangaroo, an AUD\$6 billion mixed-use development of a former container shipping port on the western edge of Sydney harbor. AEA worked with a Steering Group appointed by the Authority, to develop and recommend options for cultural facilities and programs to enhance Sydney's standing as a global city and make a meaningful contribution to the Sydney community. The process involved intensive consultation with over



120 local stakeholders and global experts; research on the history of Sydney and its cultural marketplace; case studies on global cultural developments; recommending management frameworks and potential partners; economic modeling; developing potential programming strategies; and delivering recommendations to the Steering Group.

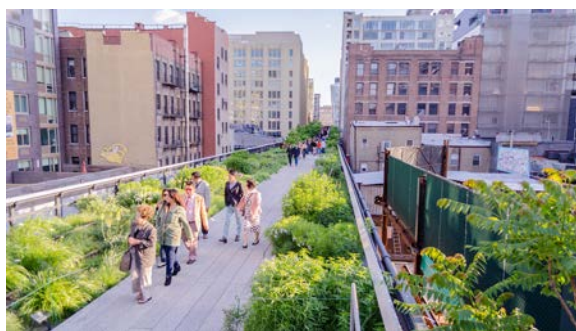
In 2014, AEA was re-engaged by the Authority to develop the concept for a new national center of Indigenous arts and culture at Barangaroo, and later in 2018, AEA assisted the Authority in the assessment of proposals received from developers for Central Barangaroo. Our review assured alignment with the objectives set out for arts and culture in the district, including alignment with the 2013 Cultural Plan conducted for the area as well as broader government objectives for arts and culture; minimizing risk in deliverability and ongoing sustainability of the proposal; and maximizing the public benefit of the proposal in arts and cultural as well as civic and urban terms.



**Infrastructure New South Wales (New South Wales, Australia)**  
**Cultural Investment Strategy (2016)**

Infrastructure NSW, a state government agency in New South Wales, Australia, retained AEA's services in 2016 as they sought to develop a Cultural Infrastructure Strategy. AEA assisted the state government in developing a methodology for prioritizing and funding New South Wales' cultural infrastructure, taking into consideration institutions ranging from the iconic Sydney

Opera House to local arts centres.



**Friends of the High Line (New York, NY)**  
**Visitation Study (2016)**

AEA worked alongside Buro Happold to help the Friends of the High Line understand the impact of the 1.5-mile elevated park's unqualified success in attracting visitors. Since its opening in 2009, visitation has grown each year to more than 7 million visitors in 2015, with continued increases expected as development on the

west side of Manhattan continues. This project sought to quantify the impact these future developments will have on High Line visitation, identify key problem zones on the High Line as a result of the increased visitation, and understand the resulting impact on visitor experience and ongoing maintenance of the park. As a result of this analysis, the study aimed to present new operating practices that might alleviate issues for future visitors.







**Brooklyn Bridge Park (Brooklyn, New York)**  
**Strategic Programming Plan (2016)**

AEA worked with Brooklyn Bridge Park and the Brooklyn Park Conservancy in 2016 to develop a cultural programming strategy that established a compelling mission and vision, including a plan to guide the Park and Conservancy in the execution of the programs.



**Khazanah Nasional Berhad (Kuala Lumpur, Malaysia)**  
**Business + Operational Planning (2016)**

benchmarking, market analysis, operational planning, and financial modeling.

In 2016, the Khazanah Nasional Berhad, the sovereign wealth fund of Malaysia, engaged AEA Consulting to provide business planning services for the development of Taman Tugu, a 66-acre tropical forest park that would include cultural, educational, and children's / family recreational facilities. AEA's work included



**Stavros Niarchos Foundation Cultural Center (Athens, Greece)**  
**Business Planning (2015)**

AEA worked with the Stavros Niarchos Foundation to create a sustainable parent organization for the complex that will serve as the new home of the Greek National Opera and the National Library of Greece. The organization is in charge of providing facility services for the Opera and Library, while also programming the additional spaces within the facility and in the surrounding park. AEA provided strategic guidance for the organization's development, updating the business plan for new assumptions, creating a financial model for the facility and its tenants, and creating a critical path timetable for implementation.

AEA worked with the Stavros Niarchos Foundation to create a sustainable parent organization for the complex that will serve as the new home of the Greek National Opera and the National Library of Greece. The organization is in charge of providing facility services for the Opera and Library, while also programming the additional spaces within the facility and in the

# The AEA Team



## Project Team

AEA's team for the Balboa Park Prioritization Framework project will include **Daniel Payne**, Managing Principal; **Laura Zucker**, Senior Associate; **Catalina Casas**, Consultant; **Christie Lam**, Research Analyst; **Adrian Ellis**, Director; **Gregorio Lucena Scarpella**, Director, Global Cultural Districts Network; and **Reid Henry**, Senior Associate.

- **Daniel** will act as Project Leader and lead on key stakeholder and public consultations, advise on local policies and political considerations, identify potential funding opportunities, and inform key strategies in the drafting of the Cultural Plan, particularly around implementation.
- **Laura** will work closely with Daniel and the team to oversee project deliverables and steer the development of the overall strategy, in particular ensuring alignment to municipal and state cultural policies in California and navigating key stakeholders and consultations there.
- **Catalina** will be the Project Manager and will assist in devising methodologies and participating in the public and stakeholder consultations, draft and revise the Prioritization Framework.
- **Christie** will provide project research and analysis that would include benchmarking, local market research, survey methodology and analysis, along with drafting the deliverables and general project management support.

We would also work with a **San Diego-based Project Coordinator** (to be identified) to assist with the coordination of all locally based activities and add perspective on local issues.

**Adrian, Gregorio, and Reid** will serve as Project Advisors, bringing their global insights and experience to the project; the team will be further supplemented as needed by AEA's full-time staff of 15 and additional associates, bringing considerable additional skills and experience in the not-for-profit and cultural sector.

Team CVs and Organizational Chart are attached in the Appendix.

## Team Bios

### Daniel Payne Managing Principal

Daniel's background merges architecture, design, and business, and since joining AEA in 2011, he has applied his skills and experience to strategic and business planning for more than 120 clients, including:

- Facilitating strategic planning processes for the Pérez Art Museum Miami, Dallas Museum of Art, J. Paul Getty Trust, and Banff Centre for Arts and Creativity;
- Creating cultural plans for Downtown Brooklyn and Barangaroo in Sydney;
- Developing financial models and business plans for the Stavros Niarchos Foundation Cultural Center in Athens, the Huntington Theatre Company in Boston, and The Shed in New York;



- Space planning and capital project feasibility work for Haus der Kunst in Munich, the Powerhouse Workshop in Brooklyn, and CERN in Geneva; and
- Developing new programming and facility concepts for arts organizations such as the Museum of Pop Culture and property developers such as The Howard Hughes Corporation (Pier 17 in New York) and Lai Sun Group (Hengqin, China).

Prior to joining AEA, Daniel worked on exhibitions and installations that appeared in the Center for Architecture, New York Fashion Week, PSI, Storm King Art Center, and the galleries at Columbia University; he was also a part of the New City Reader project at the New Museum, producing a weekly newspaper that focused on changes in urban life. Daniel previously also worked in Citigroup's investment bank, where he advised financial sponsors and their portfolio companies on capital markets and strategic transactions.

Daniel graduated with a Master of Architecture from Columbia University and a Bachelor of Business Administration from the Business Honors Program at The University of Texas at Austin.

### **Laura Zucker** Senior Associate

Laura Zucker is a nationally recognized arts leader whose expertise spans grant making, cultural equity, cultural policy, capital project master planning, arts education, public art, cultural tourism, management, and funding strategies. Most recently, Laura was the director of the Center for Business & Management of the Arts at Claremont Graduate University, where she taught master's-level classes in arts organization dynamics, cross-sector work in the arts, and cultural policy.



Laura was executive director of the Los Angeles County Arts Commission for 25 years. During her tenure there (which is now a department based on her recommendation), she managed the civic art policy for the county and directed funding for more than 400 arts organizations. She led the County's Cultural Equity and Inclusion Initiative, which resulted in 13 actionable recommendations; eight have now been adopted and are being implemented. She oversaw the County-owned Ford Theatres and has a deep understanding of operating structures for municipally owned facilities as the County of LA owns LACMA, the Music Center (including Grand Park), the Natural History Museum, the Hollywood Bowl and La Plaza de Cultural de Artes.

Since she stepped down from the County Arts Commission, she has continued her work in the arts sector through a broad range of projects as an arts management consultant on her own, and as a senior associate with AEA Consulting. Examples of recent projects in southern California include completing strategic plans for Fulcrum Arts and the Women's Center for Creative Work; leading a team to assess the feasibility of an outdoor amphitheater for the City of Santa Clarita; facilitating retreats for Californians for the Arts and the American Academy of Arts and Sciences; guiding a book on the history of philanthropy in Los Angeles; and executive coaching. She is currently working on a programmatic plan that would provide access for small and mid-sized arts organizations to a new theatre being built in downtown Los Angeles.



Other major accomplishments during her tenure at the L.A. County Arts Commission include implementing the regional initiative to restore arts education to 81 public school districts; initiating the California Cultural Tourism Initiative and shaping the regional cultural calendar on DiscoverLA.com; leading the \$80 million revitalization of the Ford Theatres; and creating the nation's largest undergraduate paid internship program in the arts in conjunction with the Getty Trust. In her capacity as executive producer of the Emmy Award winning Holiday Celebration, the Ford Theatres, and the county's free concerts program, she worked extensively with diverse grassroots arts organizations throughout the region.

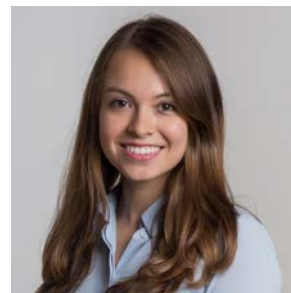
She is on the board of the Music Man Foundation, which grants \$3 million annually to arts organizations working toward systemic change in music and well-being. She has served on the boards of Grantmakers in the Arts; the Association of Arts Administration Educators; ARTS Inc.; and the Trusteeship, the Southern California Chapter of the International Women's Forum. She was a founding board member of Arts for LA, which created an annual fellowship in her honor: the Laura Zucker Cultural Policy Fellowship. She is also a member of the Los Angeles Coalition for Jobs and the Economy. She received the Selina Roberts Ottum Award from Americans for the Arts, which recognizes an individual working in arts management who has made a meaningful contribution to his or her local community and who exemplifies extraordinary leadership qualities.

Prior to the Arts Commission, Laura was executive director of the Ventura Arts Council and producing director of the Back Alley Theatre for 10 years. During that time, she served as chair of the Associated Theatres of Los Angeles. She consulted with the National Endowment for the Arts and developed operational plans for many theatres, including the Lobero Theatre in Santa Barbara and the Keck Theatre at Occidental College. Laura received a BA from Barnard College and attended the Yale School of Drama.

### **Catalina Casas** Consultant

Catalina brings experience in strategy, business planning, project management, and qualitative and quantitative research and analysis. At AEA, she has worked on projects for the Miami Museum of Contemporary Art of the African Diaspora, Hirshhorn Museum and Sculpture Garden, Lincoln Road Business Improvement District in Miami, Calgary Opera, and 1014. Prior to joining AEA, she has previously been part of consulting teams working on feasibility studies and business planning for cultural activations in the Middle East, and other projects where she designed audience journeys, informed strategic plans and organizational models, conducted benchmarking exercises, and developed new arts concepts. She has also led business and market development work covering North America, Spain, and Latin America.

She also previously worked at the Wilson Center, a think tank in Washington D.C., where she was a program assistant conducting political and economic analysis on Latin America and the United States, and coordinating logistics and budgets for political forums with leading politicians.





Catalina holds a Master in Arts Management & Administration from SDA Bocconi in Milan and a B.S. in International Relations from Pontificia Universidad Javeriana in Bogotá. She speaks English, Spanish, and French.

**Christie Lam**  
Research Analyst



Christie has worked with clients across multiple regions focusing on market research and analysis, concept development, and business & operational planning. Key projects have included developing a feasibility study for a new contemporary concert hall in Prague with Henning Larsen Architects and the Prague Institute of Planning and Development (Czech Republic), the ongoing development of the Edo Museum of West African Art, designed by Adjaye Associates and led by the Legacy Restoration Trust (Nigeria), and ongoing strategic planning work with The WNET Group (US).

She joined AEA from the commercial art market, serving as a gallery assistant at Bastian Gallery (London), held internships at Frieze and Christie's in London, Bank J. Safra Sarasin and Christie's in Hong Kong, in addition to experience in student-run not-for-profits.

She holds a B.A. (Hons) in History from the University of Cambridge, where she wrote a thesis on the socio-cultural development of London's Soho Chinatown, and an M.A. with distinction in History of Art from University College London, specializing in the work of the contemporary artist Hung Liu. She speaks English and conversational Cantonese and Mandarin and enjoys playing the piano and harp.

**Project Advisors**

**Adrian Ellis**  
Director



Adrian is the founder of AEA Consulting (1990) and the Global Cultural Districts Network (2013). He has worked in senior management and as a board member in both museums and the performing arts and as a strategy consultant to leading clients in the cultural, public, and business sectors around the world. He is recognized as having contributed to the cultural sector's deeper understanding of a number of areas including the development of successful cultural building projects, capitalization needs, impact assessment, cultural district planning, the creation of new business models and investment strategies for cultural infrastructure, and strategic responses to long-term societal changes in technology, philanthropy, demographics, and the use of leisure time.

A lifelong jazz fanatic, Adrian served as Executive Director of Jazz at Lincoln Center from 2007 to 2011. Prior to founding AEA, he planned and managed the creation of the Design Museum in London as Executive Director of The Conran Foundation. He began his career as a civil servant in the UK Treasury and the Cabinet Office, where he worked on service-wide efficiency reviews and privatisation and ran the office



of the Economic Secretary to the Treasury. He is also a noted writer and speaker who has been featured in numerous distinguished forums including *The Independent*, *The New Statesman*, *The Art Newspaper*, *The International New York Times Art for Tomorrow Conference*, Salzburg Global Seminar, Blouin Creative Leadership Summit, the J. Paul Getty Trust, The Clark Art Seminar, and annual conferences of the American Institute of Architects and International Society for the Performing Arts.

Adrian is currently a board member of Poets House in New York, serves on the International Advisory Committee of the master's program in International Arts Management, a joint program of Southern Methodist University, HEC Montreal, and Bocconi University, and is a member of the advisory board of All Arts, a multimedia platform created by public television's WNET. He has been a Scholar in Residence at Columbia University and has taught arts administration for Boston University, New York University, National Arts Strategies, and the Clore Fellows Programme.

Adrian received his B.A. (first class) and M.A. degrees at University College, Oxford, where he served as a College Lecturer in Politics; and completed additional graduate work at London School of Economics. He is also a graduate of National Arts Strategies Chief Executive Program. In 2012, the Jazz Journalists Association named him Jazz Hero of the Year.

**Gregorio Lucena Scarpella**  
Director, Global Cultural Districts Network

Greg is the Director of the Global Cultural Districts Network (GCDN), a dynamic membership organization of 50 international cultural districts with a mission to improve the quality of urban life through the arts, culture and creative industries.

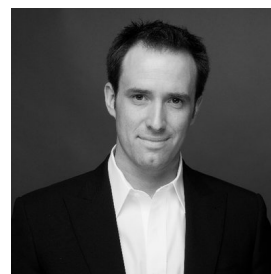
As Director of GCDN, Greg is responsible for the management and development of the network and its members, GCDN's research and content production portfolios, the network's marketing strategy, as well as the GCDN annual convening – an event that brings together members as well as other civic and cultural leaders from around the world and provides a unique forum for the development of new ideas and collaborations.

Prior to joining GCDN, Greg worked for watchmaking company Sellita, and IT consulting firm EXES Sàrl in Switzerland. He holds a Master's degree in Arts & Cultural Management at King's College London, and a Bachelor's degree in English and Communications from Université de Neuchâtel. Born into a multicultural family, Greg was raised in Switzerland and is fluent in English, French, Portuguese, and Italian.



**Reid Henry**  
Senior Associate

Reid is a non-profit executive and consultant with diverse experience leading multi-stakeholder real estate, creative sector development and urban placemaking projects in cities across Canada and internationally. Through entrepreneurial non-profit corporations in Edmonton, Toronto and Calgary, he has developed, managed and consulted on a diverse portfolio of adaptive reuse projects, including urban public markets, creative enterprise hubs, mixed-use cultural centres, and public space projects. As a



CEO of cSPACE Projects for the past seven years, Reid led all aspects of strategy, development and operations for creative hub projects in Calgary (Canada), including governance, feasibility, planning, design, fundraising, financing, tenant and partner curation, venue business development, branding and government relations.

Reid has an M.Sc. in Urban Planning from the University of Toronto and B.A. in Urban Geography and History from the University of Alberta.



# Fees



## Fee Proposal

We would complete the proposed scope as outlined for a fee of **\$289,960**, inclusive of project-related expenses (costs for required travel – projecting 18 total consultant-trips – and similar direct expenditures). A breakdown of hours by phase and scope is included below.

## Invoicing

We have included the Pricing Schedule in the Appendices outlining three firm fixed price installments:

1. First payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, "Scope of Work", items 1, 2, and 3. – **\$72,490**
2. Second payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, "Scope of Work", items 4 and 5. – **\$130,482**
3. Third payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, "Scope of Work", items 6 through 8. – **\$86,988**

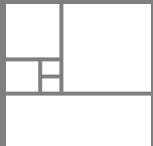


City of San Diego Balboa Park Prioritization Framework  
Fee Calculation

	DP	LZ	CC	CL	AE	GLS	Other	TOTAL	
	Managing Prin	Sr Associate	Consultant	Research	Coordinator	Advisor	Advisor	Advisors	
<b>Phase 1: Project Understanding and Organizational Assessment</b>									
Commissioning Meeting and Project Schedule	4	4	4	2	-	-	-	14	
Organizational & Materials Review (incl. Site Visit)	12	12	24	24	4	4	4	84	
Public and Park Stakeholder Engagement Plan	4	4	8	4	4	-	-	24	
<b>Deliverable: Public and Park Stakeholder Engagement Plan</b>	2	2	4	4	-	-	-	12	
<b>Phase 1 Subtotal Hours</b>	<b>22</b>	<b>22</b>	<b>40</b>	<b>34</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>134</b>	
<b>Phase 2: Existing Conditions and Public Engagement</b>									
<b>Phase 2a: Comprehensive Project List and Facilities Assessment</b>									
Programs and Services Evaluations	4	8	20	24	-	-	4	68	
Asset Inventory	12	2	12	32	-	-	4	86	
Facilities Evaluation	12	2	8	16	-	4	8	90	
Resources Assessment	4	12	12	8	-	-	-	44	
Benchmarking Research	2	2	16	32	-	2	8	62	
Initial Stakeholder Consultation	12	20	20	8	-	-	-	60	
Staff Engagement	8	8	8	4	2	-	-	30	
Project Initiation Public Session	2	2	4	2	4	-	-	14	
<b>Deliverable: Engagement Summary</b>	2	4	4	2	4	-	-	16	
<b>Deliverable: Comprehensive Project List</b>	8	4	16	16	-	-	-	48	
<b>Deliverable: Facilities Assessment and Building Conditions Report</b>	8	4	16	8	-	-	-	44	
<b>Phase 2b: Project Scoring System Development</b>									
Gaps and Opportunities Analysis	8	4	8	4	-	2	4	30	
Focus Group Sessions	6	4	8	4	8	-	-	30	
Project Scoring System Development Public Sessions	8	4	4	4	8	-	-	28	
<b>Deliverable: Engagement Summary</b>	2	4	4	2	4	-	-	16	
<b>Deliverable: Project Scoring System (incl. development)</b>	12	8	16	8	-	4	2	50	
<b>Phase 2c: Decision-Making Process and Design Review</b>									
Decision-Making Process and Design Review Public Sessions	4	6	4	4	8	-	-	26	
Governance and Management	2	10	8	6	-	2	6	34	
Case Study Development	4	6	12	10	-	-	-	32	
<b>Deliverable: Engagement Summary</b>	2	4	4	2	4	-	-	16	
<b>Deliverable: Decision-Making Process and Design Review Report and Flowchart</b>	4	6	10	8	-	2	2	32	
<b>Phase 2 Subtotal Hours</b>	<b>126</b>	<b>124</b>	<b>214</b>	<b>204</b>	<b>42</b>	<b>16</b>	<b>38</b>	<b>856</b>	
<b>Phase 3: Prioritization Framework Development</b>									
Implementation Workshop	2	2	2	2	2	-	-	10	
Draft Prioritization Framework	8	12	16	12	-	8	8	64	
Second Draft Prioritization Framework	4	6	10	8	-	2	2	32	
Draft Prioritization Framework Public Session	4	4	8	4	4	-	-	24	
<b>Deliverable: Final Prioritization Framework</b>	2	4	10	8	-	4	4	32	
<b>Phase 3 Subtotal Hours</b>	<b>20</b>	<b>28</b>	<b>46</b>	<b>34</b>	<b>6</b>	<b>14</b>	<b>14</b>	<b>162</b>	
<b>Phase 4: Comprehensive Prioritization Framework Delivery and Adoption</b>									
<b>Deliverable: Comprehensive Prioritization Framework Presentation</b>	4	4	4	4	-	-	-	16	
<b>Phase 4 Subtotal Hours</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16</b>	
<b>Project Administration Hours</b>	<b>18</b>	<b>6</b>	<b>18</b>	<b>36</b>	<b>18</b>	<b>-</b>	<b>-</b>	<b>96</b>	
<b>TOTAL HOURS</b>	<b>190</b>	<b>184</b>	<b>322</b>	<b>312</b>	<b>74</b>	<b>34</b>	<b>56</b>	<b>1,264</b>	
<b>Hourly Rate</b>	<b>\$ 300</b>	<b>\$ 275</b>	<b>\$ 180</b>	<b>\$ 145</b>	<b>\$ 145</b>	<b>\$ 400</b>	<b>\$ 200</b>	<b>\$ 225</b>	
<b>Fee</b>	<b>\$ 57,000</b>	<b>\$ 50,600</b>	<b>\$ 57,960</b>	<b>\$ 45,240</b>	<b>\$ 10,730</b>	<b>\$ 13,600</b>	<b>\$ 11,200</b>	<b>\$ 20,700</b>	<b>\$267,030</b>
<b>Expenses</b>								<b>\$ 22,930</b>	
<b>Total Project Budget</b>								<b>\$289,960</b>	



# Appendices



## About AEA Consulting

**AEA Consulting is a global firm setting the standard in strategy and planning for the cultural and creative industries.** We are known for our candid and impartial advice that draws on deep knowledge of the cultural sector as well as robust research and analytical insight.

For the past 31 years, we have successfully delivered more than 1,200 assignments in 42 countries, helping clients around the world plan and realize vital and sustainable cultural projects.

Our practice areas include:



### Planning

AEA is a leader in the planning and delivery of a wide variety of cultural & creative spaces, including cultural districts, mixed-use developments, museums and galleries, performance spaces, multi-disciplinary spaces, parks, and heritage sites. We work closely with clients contemplating new or expanded cultural and civic spaces to help them gain clarity and consensus on their vision and goals, and to understand what is required for long-term operating and financial success. Our service offerings include:

Cultural Master Planning	Concept Development	Feasibility Studies
Business & Operating Plans	Design Briefs	Project Delivery

### Strategy

AEA has extensive experience in assisting clients to develop an analytically well-grounded consensus around strategic priorities. Our process toward strategy development focuses on clearly framing the problem, developing criteria for decision-making and evaluation, consulting with stakeholders, and developing realistic, actionable plans. Our service offerings include:

Options Analysis	Policy Development	Investment Strategy
Program Strategy	Partnership Strategy	Strategic Planning

### Research and Analysis

AEA grounds everything in robust research and analysis, providing a solid evidence base on which to anchor critical decisions. Our service offerings include:

Market Analysis	Audience Research	Surveys & Focus Groups
Sector Studies	Evaluation	Policy Research

We approach problem solving with curiosity, creativity, and integrity. More information about AEA, including a client list, can be found at [www.aeaconsulting.com](http://www.aeaconsulting.com).





## Global Cultural Districts Network (GCDN)

The **Global Cultural Districts Network (GCDN)** is an international federation committed to improving the quality of urban life through the contribution of the arts, culture and creative industries.



Founded by AEA Consulting in 2013, the membership network fosters cooperation and knowledge-sharing among those responsible for creative and cultural districts, and engages leaders in culture and in urban development through convenings, research and collaborations in order to inform global, local and sectoral agendas. The network offers a number of ways for people to learn from and about their peers and from experts in the field. GCDN-commissioned research and discussions focus on a range of issues including governance models, branding, the balance between cultural consumption and production, the differing needs of tourists and local communities, content and programming alliances, the animation of public spaces, the role of anchor institutions in districts, technology, development and training needs, effective methodologies for cultural planning, and much more.

### Current **GCDN members** include:

Abu Dhabi Department of Culture and Tourism – Abu Dhabi, UAE	Navy Pier, Inc. – Chicago, IL, USA
Adelaide Festival Center – Adelaide, Australia	Newark Museum of Art – Newark, NJ, USA
Alserkal Avenue – Dubai, UAE	New World Symphony – Miami Beach, FL, USA
Arizona Arts, University of Arizona – Tucson, AZ, USA	Olympic Foundation for Culture and Heritage – Lausanne, Switzerland
Auckland Live – Auckland, New Zealand	Onassis Foundation – Athens & New York, Greece/ USA
Better Bankside – London, UK	Parcel 110 – George Town, Grand Cayman
Brooklyn Cultural District, Brooklyn Academy of Music and Downtown Brooklyn Arts Alliance – New York, NY, USA	Parnell Square Cultural Quarter, Temple Bar – Dublin, Ireland
Canberra Theatre Center – Canberra, Australia	Perth Theatre Trust – Perth, Western Australia
City of Providence – RI, USA	Pittsburgh Cultural Trust – Pittsburgh, PA, USA
Creative Estuary – Thames Estuary, UK	Price Mohammed Bin Salman Nonprofit City – Kingdom of Saudi Arabia
Culture Mile – London, UK	Quartier de la Création (SAMOA) – Nantes, France
Dallas Arts District – Dallas, TX, USA	Quartier des Spectacles Partnership – Montreal, Canada
East Bank at Queen Elizabeth Olympic Park – London, UK	RAB/ BKO (Réseau des Arts à Bruxelles/
Exhibition Road Cultural Group – London, UK	Sharjah Museums Authority – Sharjah, UAE
Goldsmiths University of London – London, UK	Southbank Centre – London, UK
Harbourfront Centre – Toronto, Canada	The Bentway Conservancy – Ontario, Canada
HOTA, Home of the Arts – Gold Coast, Australia	The Kuwait National Cultural District – Kuwait City, Kuwait
Kingston Arts District – Kingston, Jamaica	The Lowry / Salford Quays – Salford, UK
LAC Lugano Arte e Cultura – Lugano, Switzerland	The Masswascut Collaborative – Providence, RI, USA
Melbourne Arts Precinct, Melbourne – Australia	The Music Center – Los Angeles, CA, USA
MuseumsQuartier Wien – Vienna, Austria	West Kowloon Cultural District Authority – Hong Kong, China
National Museum of Singapore – Singapore	



## Selected Client List

### Museums, Visual Arts & Heritage

Albright-Knox Art Gallery  
Architecture Foundation  
Aspen Art Museum  
The Barnes Foundation  
Benaki Museum  
Benjamin Franklin Museum  
British Museum  
Children's Museum of Manhattan  
China Institute  
Creative Time  
Dallas Museum of Art  
The Design Museum  
Detroit Institute of Arts  
The Drawing Center  
El Museo del Barrio  
Florence Nightingale Museum  
The Frick Collection  
Fundación Televisa  
Georgia O'Keeffe Museum  
Glenbow Museum  
Haus der Kunst  
Hispanic Society of America  
Imperial War Museum  
Isabella Stewart Gardner Museum  
The Manchester Museum  
Migros Museum  
Milwaukee Art Museum  
MIT List Visual Arts Center  
MOCA Cleveland  
Museum of American Finance  
Museum of Applied Arts and Sciences  
Museum of Fine Arts Budapest  
Museum of London  
Museum of the City of New York  
Museum of Pop Culture  
National Gallery London  
National Gallery of Australia  
National Gallery of Victoria  
National Museum of Australia  
National Museums and Galleries of Northern Ireland  
National Museums Liverpool  
National Trust London  
Pérez Art Museum Miami  
Philadelphia Film Society  
Philadelphia Museum of Art  
Public Art Fund  
Rubin Museum of Art  
Saatchi Gallery  
SculptureCenter  
Serpentine Gallery  
Sir John Soane's Museum  
State Tretyakov Gallery  
Statens Museum for Kunst  
Tribeca Film Institute  
Victoria and Albert Museum  
Walters Art Museum  
Whitechapel Art Gallery  
Wolfsonian Museum

### Performing Arts & Festivals

Alvin Ailey American Dance Theatre  
Arts Centre Melbourne  
Ballet Memphis  
Banff Centre for Arts and Creativity  
The Barbican Centre  
Bethel Woods Center for the Arts  
Boston Symphony Orchestra  
Carnegie Hall  
Cheltenham Festivals  
The Cleveland Orchestra  
Edinburgh Festivals  
English National Opera

The Esplanade  
Foundation for Jones Hall  
Houston Grand Opera  
Huntington Theatre Company  
Jacob's Pillow  
Jazz at Lincoln Center  
Kennedy Center for the Performing Arts  
The Kimmel Center  
Kronos Quartet  
Los Angeles Music Center  
The Lowry  
Massey Hall and Roy Thomson Hall  
New Orleans Jazz Orchestra  
New York City Center  
New York Philharmonic  
Orchestra of St. Luke's  
Philadelphia Orchestra Association  
Roundabout Theatre Company  
Royal Academy of Dance  
Royal Albert Hall  
Royal Philharmonic Orchestra  
Royal Shakespeare Company  
San Francisco Opera  
SF Jazz  
Shakespeare's Globe  
The Shed  
Signature Theatre Company  
Society of London Theatre  
Songwriters Hall of Fame  
Symphony Space  
UK Theatre  
Wallis Annenberg Center for the Performing Arts

### Education & Literary Institutions

Academy of American Poets  
American Academy in Rome  
Aspen Institute  
Bishopsgate Institute  
Boston University  
Brooklyn Public Library  
Case Western Reserve University  
Central School of Ballet  
CERN  
City and Guilds of London Art School  
City University of New York  
Columbia University  
Courtauld Institute of Art  
Emerson College  
London Academy of Music and Dramatic Arts  
Poets House  
Princeton University  
Royal College of Art  
San Francisco Art Institute  
University of Cambridge  
University of Southern California

### Foundations & Trusts

Andrew W. Mellon Foundation  
The Cleveland Foundation  
Camargo Foundation  
Clore Duffield Foundation  
Cyprus Cultural Foundation  
Doris Duke Charitable Foundation  
Egmont Foundation  
The Ford Foundation  
Gordon Parks Foundation  
Herb Alpert Foundation  
International Music and Art Foundation  
J. Paul Getty Trust  
James Irvine Foundation  
John L. and James S. Knight Foundation  
Louise T. Blouin Foundation  
Pew Charitable Trusts

Powerhouse Workshop  
Shafik Gabr Foundation  
Stavros Niarchos Foundation  
Three Lakes Cultural Trust  
William Penn Foundation

### Government

Amini Diwan, Kuwait  
Arts Council England  
Arts Council of Wales  
Arts New South Wales  
Australia Council  
Barangaroo Delivery Authority  
British Council  
City of Laguna Beach  
City of Santa Clarita  
City of Sunny Isles Beach  
Department for Culture, Media and Sport, UK  
Department of Prime Minister and Cabinet, Australia  
General Culture Authority of Saudi Arabia  
Hampshire Cultural Trust  
Heritage Lottery Fund  
Houston First Corporation  
Hudson Yards Development Corp.  
Hungarian Tourism Agency  
Infrastructure New South Wales  
Khazanah Nasional Berhad  
Lower Manhattan Development Corp.  
National Park Service  
Nesta  
Netherlands Ministry of Culture  
Philadelphia Investment and Development Corp.  
Regional Facilities Auckland  
Salford Cultural and Place Partnership  
Scottish Arts Council  
Trust for Governors Island  
U.S. Dept. of Housing and Urban Development  
UK Trade & Investment  
Westminster City Council

### Commercial

Alghanim International  
Alloy LLC  
Auerbach Pollock Friedlander  
Battersea Development Company  
Boston Consulting Group  
Brookfield Financial Properties  
CassonMann  
Foster + Partners  
Genesis Property Holdings  
Goldman Sachs Urban Investment Group  
Henderson Land Development Corp.  
Houston First Corporation  
The Howard Hughes Corporation  
KLCC Property Holdings  
KPMG  
Lai Sun Group  
Luen Mei Group  
Lodha Group  
NBCUniversal  
OMA  
PETRONAS  
Vulcan, Inc.  
The Witkoff Group  
Zaha Hadid Architects

For a full list of projects and clients, please visit: <https://aeaconsulting.com>



**Daniel Payne**  
Managing Principal, New York



**Areas of Expertise**

Business model development  
Strategic planning  
Financial modeling  
Spatial analysis and planning  
Statistical analysis & evaluation

**Professional Experience**

2011-present    AEA Consulting  
2009-2011    independent exhibition design  
2002-2005    Citigroup, New York  
                  *(investment banking)*

**Education**

M.Arch, Columbia University  
B.B.A., The University of Texas at Austin  
                  *(summa cum laude)*

**Affiliations**

Urban Land Institute – NEXT New York

**Selected Project Experience**

**The WNET Group**, New York, NY, USA  
Strategic Plan (2021-2022)

**Jacob's Pillow**, Becket, MA, USA  
Strategic Plan (2021)

**Atlanta Civic Center (Atlanta Housing)**, Atlanta, USA  
Feasibility Study (2021)

**National Gallery of Art**, Washington, DC, USA  
Strategic Plan (2020-2021)

**Obama Presidential Center**, Chicago, USA  
Operational & Business Planning (2020-2021)

**Theodore Roosevelt Presidential Library & Museum**,  
Medora, ND, USA  
Operational & Business Planning (2020-2021)

**Hudson Highlands Fjord Trail**, Hudson Valley, USA  
Business & Operational Planning (2019-2020)

**Brooklyn Bridge Park**, Brooklyn, USA  
Strategic Programming Plan (2016)

**The Shed**, New York, NY  
Business Planning (2016-2017)

**Pérez Art Museum Miami**, Miami, USA  
Strategic Plan (2016-2017)

**Museum of Pop Culture**, Seattle, USA  
Concept Development and Business Planning  
(2016-2017)

**Stavros Niarchos Foundation Cultural Center**,  
Athens, Greece  
Strategic & Business Planning (2014-2015)

**Barangaroo Delivery Authority**, Sydney, Australia  
Cultural Plan (2012-2013)  
Business Planning (2014)  
Bid Evaluation Advisor (2016-2017)

**Laura Zucker**  
**Senior Associate, Los Angeles**



**Areas of Expertise**

Arts & Cultural Leadership  
Cultural Policy  
Facilitation  
Governance  
Strategic Planning

**Professional Experience**

2017-present AEA Consulting  
2015-2022 Claremont Graduate University |  
Center for Business and Management  
in the Arts  
1992-2017 Los Angeles County Arts Commission

**Education**

David Geffen School of Drama at Yale  
B.A., Barnard College

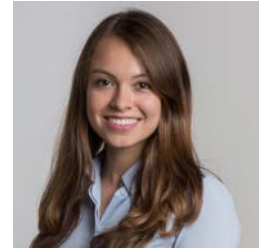
**Affiliations**

Board of Directors – The Music Man Foundation  
Member – Los Angeles Coalition for Jobs and the  
Economy  
Member– The Trusteeship, Southern California  
Chapter of International Women's Forum  
Member and Former Board Member – Association of  
Arts Administration Education  
Former Board Member – Grantmakers in the Arts

**Selected Project Experience**

**City of Santa Clarita**, Santa Clarita, CA  
Feasibility Study  
**John Anson Ford Theatres**, Los Angeles, CA  
Facilities Master Plan and Capital Renovation  
**Leonetti O'Connell Foundation**, Los Angeles, CA  
History of Philanthropy in LA  
**Women's Center for Creative Work**, Los Angeles,  
CA  
Strategic Plan  
**Fulcrum Arts**, Pasadena, CA  
Strategic Plan  
**Lobero Theatre**, Santa Barbara, CA  
Operational Plan  
**American Academy of Arts and Science**, Los Angeles,  
CA  
Commission Planning Facilitation  
**Californians for the Arts**, Los Angeles, CA  
Board Planning Facilitation  
**SFJAZZ**, San Francisco, CA  
Board Facilitation | Strategic Planning  
**Greater Los Angeles Zoo Association**, Los Angeles,  
CA  
Executive Coaching

**Catalina Casas**  
Consultant, New York



**Areas of Expertise**

Benchmarking  
Concept Development  
Project Management  
Spatial Analysis & Planning  
Strategic Planning

**Professional Experience**

2021-present AEA Consulting  
2020-2021 Barker Langham  
2020-2020 TRG Arts  
2017-2019 Wilson Center  
2016-2017 Pontificia Universidad Javeriana

**Education**

M.A., SDA Bocconi  
B.S., Pontificia Universidad Javeriana  
Coursework, Boston University  
Project Management Certificate, Cornell University  
Lean Six Sigma, Optness Institute  
Big Data & Market Analysis and Artist Market Analysis,  
ArtTactic

**Selected Project Experience**

**Miami Museum of Contemporary Art of the African Diaspora**, Miami, FL  
Museum Master Plan (2022)

**City of Portland**, Portland, OR  
International Firehouse Cultural Center Feasibility Study (2022)

**Sullivan County Land Bank Corp.**, Monticello, NY  
Broadway Theatre Feasibility Study (2022)

**Calgary Opera**, Calgary, Alberta, Canada  
Business Planning (2022)

**New Jersey Hall of Fame**, East Rutherford, NJ  
Business Planning (2022)

**Confidential Client**, Saudi Arabia  
Feasibility Study (2020-2021)

**Confidential Client**, Canada  
Narrative Thematic Plan (2021)

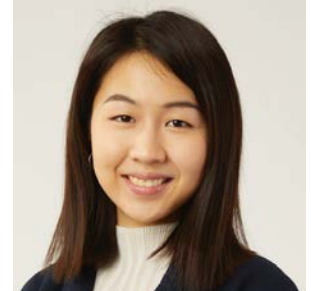
**Andean Bear Interpretive Center**, Peru  
Narrative Plan (2021)

**Confidential Client**, Saudi Arabia  
Governance Plan (2021)

**Confidential Client**, Saudi Arabia  
Interpretive Plan (2021)

**Confidential Client**, Saudi Arabia  
Concept Development (2020)

**Christie Lam**  
Research Analyst, New York



**Areas of Expertise**

Market Research Benchmarking  
Survey creation  
Desk research  
Literature Review

**Professional Experience**

2020-present    AEA Consulting  
2019            BASTIAN Gallery, London  
Oct 2019       Frieze London  
2019            Artvisor, London  
Sept 2017      Christie's, London  
August 2017   Bank J. Safra Sarasin, Hong Kong  
2015            Christie's, Hong Kong

**Education**

M.A., History of Art, University College London (*distinction*)  
B.A. (Hons), History, University of Cambridge

**Selected Project Experience**

**Cultural Infrastructure Investment Plan**, Auckland, New Zealand  
Benchmarking, analysis and research (2020)

**Creative Industries Policy and Evidence Centre/ NESTA**, United Kingdom  
Research, literature review, survey creation (2020)

**Sage Gateshead**, Gateshead, UK  
Financial Benchmarking (2020)

## **Adrian Ellis** Director



### **Areas of Expertise**

Development of successful cultural building projects  
Investment strategies for cultural infrastructure  
Capitalization needs  
Impact assessment  
Cultural district planning  
Creation of new business models

### **Professional Experience**

1991- Present     Founder and Director, AEA Consulting, New York and London

2013- Present     Co-Founder and Director, Global Cultural Districts Network (GCDN), New York

2007-2012        Executive Director, Jazz at Lincoln Center, New York

1986-1990        Executive Director, Conran Foundation, London

1981-1986        Civil Servant, UK Treasury and Cabinet Office

1980-1982        College Lecturer in Politics, University College, Oxford

### **Education**

M.A. Politics Philosophy and Economics, University College, Oxford

B.A. Hons (First Class). Politics Philosophy and Economics, University College, Oxford

### **Selected Project Experience**

**J. Paul Getty Trust**, Los Angeles, USA  
Strategic Planning (2021-2022)

**Edo Museum of West African Art**, Benin City, Nigeria  
Capital Project Planning (2021)

**Walker Art Center**, Minneapolis, MN, USA  
Strategic Planning (2020-2021)

**The Frick Collection**, New York, USA  
Strategic Planning (2019-2020)

**Pérez Art Museum Miami**, Miami, USA  
Strategic Planning (2017)

**Shakespeare's Globe**, London, UK  
Operational Planning (2017)

**The Shed**, New York, USA  
Financial Modeling (2017)

**Banff Centre**, Banff, Canada  
Strategic Planning & Leadership Program Development (2016)

**Boston Symphony Orchestra**, Boston, USA  
Education and Community Engagement Strategic Plan (2016)

**Infrastructure New South Wales**, Sydney, Australia  
Cultural Investment Strategy (2016)

**Kennedy Center for the Performing Arts**, Washington, DC, USA  
Programming Strategy Development (2016)

**Museum of Applied Arts & Sciences**, Sydney, Australia,  
Feasibility Study (2016)

**Downtown Brooklyn Arts Alliance**, Brooklyn, USA  
Strategic Planning (2016)

**Barbican Centre + London Symphony Orchestra**, London, UK  
Governance Study (2015)



**Gregorio Lucena Scarpella**  
Director, Global Cultural Districts Network

**Areas of Expertise**

Cultural Districts  
Business Development  
Strategic Planning

**Professional Experience**

2018-present Global Cultural Districts Network  
2015-2017 Exes Sàrl  
2013-2014 Sellita Watch

**Education**

M.A., King's College London  
B.A., University of Neuchâtel

**Selected Project Experience**

**GCDN Annual Convening 2022**, Lugano, Switzerland  
Conference Planning

**GCDN Annual Convening 2019**, Singapore  
Conference Planning

**The Three Bells Podcast**  
Planning and Production

**Global Cultural Districts Network**  
Business Development  
Membership Management  
Thought Leadership  
Event Coordination



**Reid Henry**  
**Senior Associate**

**Areas of Expertise**

Business model development  
Strategic planning  
Financial modeling  
Real estate development  
Community development / activation

**Professional Experience**

2020-present    AEA Consulting  
2012-2019    cSPACE Projects  
2010-2011    Calgary Arts Development Authority  
2010    Office for Urbanism / Dialog  
2004-2009    Toronto Artscape  
2001-2004    Riverdale Community Development Corporation  
1998-1999    Edmonton Downtown Development Corporation

**Education**

M.S Planning, University of Toronto  
B.A. Urban Geography, History, University of Alberta



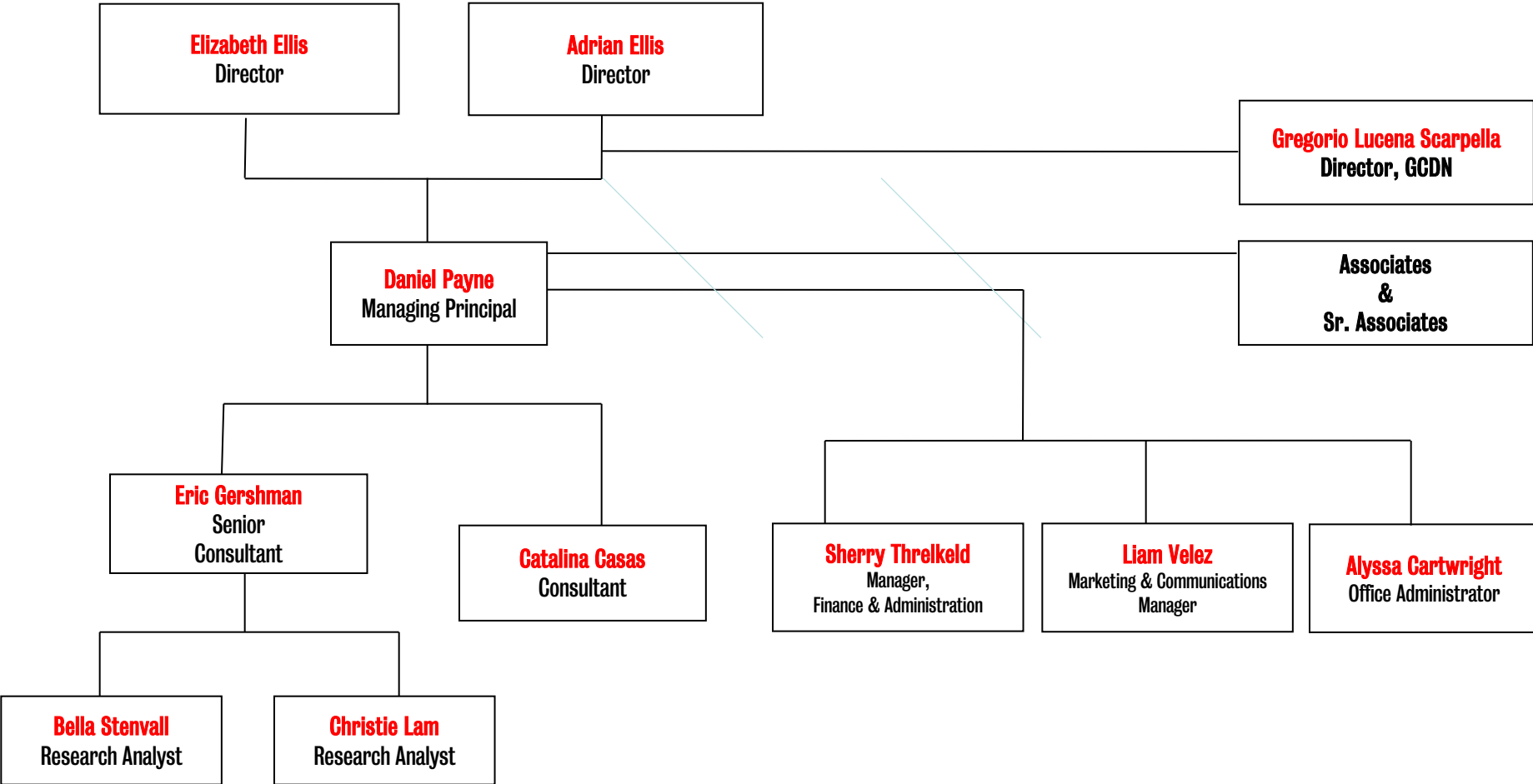
**Selected Project Experience**

**Regional Facilities Auckland**, Auckland, New Zealand  
Cultural Infrastructure Investment Strategy  
(2020)

**New York Power Authority**, Buffalo, USA  
Capital Project Planning (2020)

**Confidential Museum**, London, UK  
Financial Planning (2020)

# AEA Consulting, LLC Organizational Chart



**Request for Proposal (RFP) for  
Consultant to Provide a Prioritization Framework for Balboa Park**

**Solicitation Number:** 10089841-23-L

**Solicitation Issue Date:** August 12, 2022

**Questions and Comments Due:** August 23, 2022 @ 12:00 p.m.

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

**RFP Due Date and Time (“Closing Date”):** September 12, 2022 @ 2:00 p.m.

**Contract Terms:** Two (2) years from Effective Date, with three (3), one (1) year option to renew, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.

**City Contact:** Lisa Hoffmann, Senior Procurement Contracting Officer  
lhoffmann@sandiego.gov  
(619) 236-6096

**Submissions:** Proposer is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

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

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

# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

## ADDENDUM A

Request for Proposal (RFP) No. 10089841-23-L

RFP Closing Date: September 12, 2022  
@ 2:00 p.m. PT

### RFP for Consultant to Provide a Prioritization Framework for Balboa Park

The following changes are hereby made effective as though they were originally shown and/or written:

1. Delete Request for Proposal Contract Signature Page 3 and replace with the attached Addendum A Request for Proposal Contract Signature Page 3.
2. Delete Equal Opportunity Contracting Program (EOCP) forms and replace with the attached Addendum A Equal Opportunity Contracting Program (EOCP). (Note: Wrong EOCP pages were included in original solicitation.)
3. Add a two (2) page document entitled, "Questions, Comments and Answers". (Note: This is for informational purposes only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Lisa Hoffmann, CPPB  
Senior Procurement Contracting Officer  
(619) 236-6096

September 1, 2022

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

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

Print Name:

\_\_\_\_\_  
City

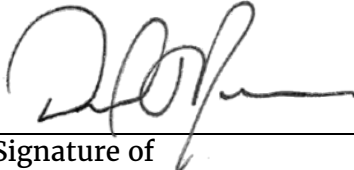
\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

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

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

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

BY:



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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Questions, Comments, and Answers 10089841-23-L**

**Question 1:** In our research, we found there is a budget of \$75k allocated for the project. If this is not correct, would you provide the confirmed budget for the project? In reviewing the outlined scope, we believe this effort to be roughly 4x \$75K.

**Answer 1:** \$75,000 has been earmarked to initiate the project. Additional funding will be made available following the conclusion of the selection process.

**Question 2:** In reviewing the Precluded Participation statement (included below), we wanted to confirm that the successful proposer will not be able to participate in any future projects that within Balboa Park including other planning and design efforts.

**PARTICIPATION.** In order to avoid any real or perceived conflicts of interest, the successful proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**Answer 2:** The consultant will assist the City in developing an overall framework that results in a project prioritization process to be used to guide future investment in Balboa Park. The consultant will be working with City staff, and will be providing the City with information, opinions, or recommendations for projects within Balboa Park. Pursuant to CA Government Code sections 1090 and 87100, the successful proposer will be precluded from participating or competing for subsequent solicitations or contracts for future projects in Balboa Park related directly or indirectly to this RFP or in any solicitations or contracts that result, directly or indirectly, from this RFP. The provision in the RFP also makes it a contractual obligation.

**Question 3:** Please confirm we can use Planet Bids to submit our proposals and no hard copies or thumb drives are required.

**Answer 3:** If proposers choose the option to submit their proposals via PlanetBids, hardcopies and thumb drives are not required; however, if proposers choose the option to submit their proposal at Purchasing & Contracting Department, then hardcopies and thumb drives are required.

**Question 4:** Article III, 3.1 does not specify a maximum compensation amount; is there a budget that the City has allocated that the proposal should not exceed?

**Answer 4:** \$75,000 has been earmarked to initiate the project. Additional funding will be made available following the conclusion of the selection process.

**Question 5:** Does participation in this RFP preclude future work with Balboa Park?

**Answer 5:** See Answer 2.

**Question 6:** Regarding Exhibit B, Item J, Precluded Participation – is there a timeframe in which participation would be precluded after completing the scope of work detailed in this

## **Questions, Comments, and Answers 10089841-23-L**

RFP or is it ongoing? Would precluded participation pertain to design-related RFPs for Balboa Park from sources other than the City?

**Answer 6: See Answer 2; yes, as it relates to this RFP, directly or indirectly or in any solicitations or contracts that result, directly or indirectly, from this RFP.**

**Question 7: In the Proposer's Qualifications, it says that the consultant team should have proven skills in landscape design. If there is no desire for a report on landscape maintenance or relevant best practices, where/how is that experience expected to come into play?**

**Answer 7: Consultant shall be versed on landscape design, maintenance and irrigation practices to allow consultant to properly weigh that component when developing a prioritization schedule and scoring system for projects parkwide. Consultant is NOT being asked to create or implement any specific project and would not be asked to opine on any given project on landscape design and maintenance.**

**Question 8: On point D.3 under Exhibit B (Scope), how much information will the Department provide on projects that were proposed or initiated but not completed and any "repairs and upgrades of existing buildings and amenities"? Will this information be given to the consultant or will the consultant be responsible for communicating with the different entities to obtain that information?**

**Answer 8: The Parks and Recreation Department will provide all relevant information and documentation it has available on various projects. The P&R Department will also help consultant engage with stakeholder groups and/or other City Departments (Streets, Facilities, Engineering and Capital Projects, Transportation and Mobility, Historic Preservation Division via DSD, among others) for additional information on projects as necessary.**

**Question 9: To clarify, the consultants are not being asked to introduce new projects or initiatives, but rather to only focus on the existing proposals and/or undergoing projects?**

**Answer 9: Yes, consultant is being asked to only evaluate infrastructure needs, condition assessments, City of San Diego policies and procedures, "existing" park projects and initiatives in the pipeline to develop a formula for prioritizing parks needs and projects.**

Any variations in the labor hours necessary to complete the work during the Contract period shall not entitle the proposer to any adjustment in compensation.

**P. PRICING SCHEDULE.**

1. Fixed pricing for completion of all specifications, including “Scope of Work,” Exhibit B, paragraph D.

Item No.	Description	Firm Fixed Price
1.	First payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope of Work”, items 1, 2, and 3.	\$ 72,490
2.	Second payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope Work”, items 4 and 5.	\$ 130,482
3.	Third payment upon completion of all Core Requirements and Tasks listed in Exhibit B, paragraph D, “Scope of Work”, items 6 through 8.	\$ 86,988
Total Project Price:		\$ 289,960

**Q. ADDITIONAL CONSULTING SERVICES/TASKS.**

1. Provide, if available and at the discretion of the City, additional consulting services/tasks related to the scope of work and in accordance with this RFP.

1.1 Additional consulting services/tasks are to be determined and may be required on an as-needed basis throughout the term of the contract. Fees for such additional consulting services/tasks shall be negotiated in accordance within the terms of this agreement; and if needed, an amendment to the contract shall be issued specifying the additional consulting services/tasks and pricing for the additional consulting services/tasks.

2. Proposers shall provide, as an attachment to the Pricing Schedule and in accordance with Exhibit B, paragraphs O and P, their pricing for additional consulting services/tasks within the scope of work as outlined in this RFP and as detailed in Proposer’s response. The attachment shall include hourly rate by position and the rates shall be valid for the duration of the contract.



3. Proposer's response to Additional Consulting Services/Tasks shall not be considered in the evaluation for award.

## COVID-19 VACCINATION ORDINANCE

### CONTRACTOR INFORMATION

Company Name: AEA Consulting, LLC	
Company Address: 380 Main Street, Suite 300, Beacon, NY 12508	
Company Contact Name: Daniel Payne, Managing Principal	Contact Phone: +1 845-765-8100

### CONTRACT INFORMATION

Contract Number (if none, purchase order number): 10089841-23-L	Start Date: Not specified - November 2022
Contract Title (or description): Consultant to Provide a Prioritization Framework for Balboa Park	
End Date: 18 months from award date	

### TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

**Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.**

### CONTRACTOR CERTIFICATION

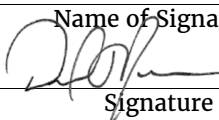
By signing, I Daniel Payne, who is an authorized signatory of contractor AEA Consulting, LLC, certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

Daniel Payne

Managing Principal

Name of Signatory

Title of Signatory

  
Signature

September 8, 2022

Date

### FOR OFFICIAL CITY USE ONLY

Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	

# CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

AEA Consulting, LLC

Contractor Name



Signature of Authorized Representative

Daniel Payne

Printed/Typed Name

Date

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

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

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

\* The precise nature of the interest includes:

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

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

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

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

---

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

---

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

---

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

---

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Reid Henry	Senior Associate
Name	Title/Position
New York, NY	
City and State of Residence	Employer (if different than Bidder/Proposer)
7% of projected hours	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?

Yes                      No

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

2. Is your firm a non-profit?

Yes                       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes                      No

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

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

Type of corporation: C                      Subchapter S

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

If **Yes**, after what date: \_\_\_\_\_

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

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

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

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

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

If **Yes**, please use Attachment A to disclose.

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

X **Limited Liability Company** Date formed: March 1, 1999 State of formation: New York

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

Adrian Ellis, Director, 380 Main Street, Suite 300, Beacon, NY 12508  
Elizabeth Ellis, Director, 380 Main Street, Suite 300, Beacon, NY 12508  
\_\_\_\_\_  
\_\_\_\_\_

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

List names of all firm partners:

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
  
- 2. In the past five (5) years, has your firm been denied bonding?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.
  
- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 6. Are there any claims, liens or judgements that are outstanding against your firm?  
**Yes                  No**  
  
If **Yes**, please use Attachment A to provide detailed information on the action.
  
- 7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.  
  
Name of Bank: \_\_\_\_\_  
  
Point of Contact: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_
  
- 8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City



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

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

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

**Yes                  No**

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

**Yes                  No**

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

**Yes                  No**

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

**Yes                  No**

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

**Yes                  No**

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

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

**Yes                  No**

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

7. Performance References:

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

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

Company Name: Flint Cultural Center Corporation

Contact Name and Phone Number: Mark Sinila, Chief Operating Officer | 810-237-7330

Contact Email: msinila@fcccorp.org

Address: 601 E. Second St., Fling, MI 48503

Contract Date: March 9, 2020

Contract Amount: \$285,502

Requirements of Contract: Strategic planning and due diligence; stakeholder consultation; public engagement

Company Name: City of Laguna Beach Cultural Arts Department

Contact Name and Phone Number: Sian Poeschl, Cultural Arts Director | 949-497-0727

Contact Email: sposeschl@lagunabeachcity.net

Address: 505 Forest Ave., Laguna Beach, CA 92651

Contract Date: August 24, 2017

Contract Amount: \$121,000

Requirements of Contract: Creative Placemaking Assessment; benchmarking; community and stakeholder consultation; facility assessments; site assessments; financial and operational modeling

Company Name: Regional Facilities Auckland (closed and merged with ATEED to become Tataki Auckland Unlimited)

Contact Name and Phone Number: Former Project Director, Development Strategy | +64 27 2864647

Contact Email: paul@fenwaysp.nz

Address: 50 Mayoral Dr., Auckland CBD, Auckland 1010, New Zealand

Contract Date: December 2, 2019

Contract Amount: \$91,003

Requirements of Contract: Infrastructure Investment Strategy Framework; benchmarking of international strategies, financing mechanisms; framework development

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
**Yes**                      **No**

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
**Yes**                      **No**

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

**H. BUSINESS INTEGRITY:**

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I. BUSINESS REPRESENTATION:**

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

**Yes**                      **No**

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

**Yes**                      **No**

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

3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

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

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

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

Address: \_\_\_\_\_

Contact Name: Laura Zucker Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \$25,300 (per year) \$ \$50,600 (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A - self

Address: N/A

Contact Name: Reid Henry Phone: (201) 615-8256 Email: rhenry@aeaconsulting.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ \$10,350 (per year) \$ \$20,700 (total contract term)

Scope of work subcontractor will perform: Project advisor; research; framework development

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Daniel Payne, Managing Principal		
Name and Title	Signature	Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

E.9. – If successful and upon award, AEA Consulting will obtain a Business Tax Certificate for the City of San Diego.

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.

Daniel Payne, Managing Principal  
Print Name, Title

  
Signature

September 8, 2022  
Date

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

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

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

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

**II. Definitions.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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


CHECK ONE BOX ONLY.

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

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

Contractor Name: AEA Consulting, LLC

Certified By Daniel Payne Title Managing Principal

  
 Name  
 Signature

Date September 8, 2022

**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

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

Name of Company: AEA Consulting, LLC

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

Address (Corporate Headquarters, where applicable): 380 Main Street, Suite 300

City: Beacon County: Dutchess State: NY Zip: 12508

Telephone Number: 845-765-8100 Fax Number: \_\_\_\_\_

Name of Company CEO: Adrian Ellis

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Limited Liability Company Type of License: N/A

The Company has appointed: Daniel Payne

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: 380 Main Street, Suite 300, Beacon, NY 12508

Telephone Number: 845-765-8100 Fax Number: \_\_\_\_\_ Email: dpayne@aeaconsulting.com

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

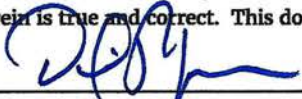
Check the box above that applies to this WFR.

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

I, the undersigned representative of AEA Consulting, LLC  
(Firm Name)

Dutchess, New York hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 13 day of September, 2022

  
\_\_\_\_\_  
(Authorized Signature)

Daniel Payne  
\_\_\_\_\_  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: AEA Consulting, LLC

DATE: September 8, 2022

OFFICE(S) or BRANCH(ES): Beacon, NY

COUNTY: Dutchess, NY

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

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

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

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

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

Totals Each Column	0	0	1	1	0	1	0	0	0	0	5	6	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**Grand Total All Employees**

14

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: AEA Consulting, LLC DATE: September 8, 2022

OFFICE(S) or BRANCH(ES): Beacon, NY COUNTY: Dutchess

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

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

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

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

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

**Grand Total All Employees** 0

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

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

## Standard Terms & Conditions

This proposal remains valid at the fees quoted for 45 days from the date on this document; thereafter, AEA reserves the right to amend or cancel it.

### Payment

Payment is due within 30 days of the date of invoice, and AEA reserves the right to charge interest at 1.5% per month on amounts outstanding more than 35 days from date of invoice.

### Confidentiality

To protect the interest of our clients, all AEA staff are employed under a service contract which reinforces their professional obligation not to disclose information confidential to the Client.

AEA agrees that any information received by it during the furtherance of the Agreement that concerns the personal, financial, or other affairs of the client and its affiliates will be treated in full confidence, and unless AEA shall first secure the client's written consent, it shall not publish, disclose, or use, or authorize any other person or entity to publish, disclose or use, at any time before, during, or subsequent to the term of the Agreement, any such confidential information.

### Information

The Client shall make available to AEA staff all information which we may reasonably require for the effective execution of our work in a timely manner.

### Ownership and Use of Documents

All documents and materials of every kind whatsoever, and in whatever medium expressed prepared by AEA in connection with any aspect of the Project (including any constituent project or shared project), and all rights (including copyright, trademarks, trade names, logos, rights of use, and other proprietary rights) therein, shall be deemed "works for hire" and are hereby assigned to Client and shall remain the sole property of Client. This provision shall not apply to any previously created works or materials for which there is an existing rights holder.

AEA shall retain ownership of and all rights in perpetuity to all research and proprietary methodologies employed during the performance of the services.

### Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of New York.

### Early Termination

Without cause, Client may terminate the Agreement by giving fourteen (14) days written notice to AEA of its intent to terminate without cause. The parties shall deal with each other in good faith during the 14-day period after any such notice of intent to terminate without cause has been given. In the event of termination without cause, AEA is entitled to payment of all outstanding amounts previously billed and due in accordance with the Agreement, plus payment for unbilled services performed properly and expenses incurred therewith up to the effective date of termination.

With reasonable cause, Client may terminate the Agreement upon the giving to AEA written notice of termination for cause. AEA shall have five (5) days to cure the breach; if no cure is reached, then the Agreement will be terminated as of the date of notice. Reasonable cause shall include material violation of the Agreement or any act exposing Client to liability to others for personal injury or property damage. In the event of termination for cause, the Client shall not be responsible for any further payments of fees or expenses to AEA.

### Non-Compete Provision

The Client will not employ or engage the services of any employee or associate of AEA or its affiliates concerned with the assignment either during the assignment or for 12 months after completion of the assignment. AEA employees and associates are also under agreement not to seek or accept employment or engagement with our Clients.

### Content Warranty

All conclusions, forecasts and recommendations in any proposal, report, other documents, or presentations are made in good faith and on the basis of information before us at the time and are not to be deemed in any circumstances a representation undertaking, warranty or contractual condition. With respect to the foregoing, in no event shall either party hereunder be liable to the other for consequential, incidental or special damages, or lost profits of any nature, whether based on breach of contract, warranty, or negligence





**Thank You!**



**New York**

380 Main Street, Suite 300  
Beacon, NY 12508

+1 845 765 8100

**London**

Hill House, Suite 152  
210 Upper Richmond Road  
London SW15 6NP

+44 20 8065 5562

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