

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER, 10090031-23-V
Real Estate Advisory and Engagement Consulting Services**

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) #10090031-23-V Real Estate Advisory and Engagement Consulting Services (Contractor).

RECITALS

On or about March 24, 2023, 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 provide real estate advisory and engagement consulting 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 Economic Development 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 Bibler
Director
1200 Third Ave., Suite 1400 MS56D
San Diego, California, 92101
(619) 236-6421
Cbibler@san Diego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) 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 rendered in accordance with this Contract in an amount not to exceed \$625,000.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

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 1st 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:

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

Keyser Marston Associates, Inc.

Proposer

555 W. Beech Street, Suite 460

Street Address

San Diego

City

(619) 718-9500

Telephone No.

pmarra@keysermarston.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting Department

Jul 31, 2023

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Paul C. Marra

Print Name

Managing Principal

Title


April 25, 2023

Date

Approved as to form this 31st day of

July, 2023.

MARA W. ELLIOTT, City Attorney

BY: 
Brian Byun (Jul 31, 2023 10:37 PDT)

Deputy City Attorney

**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. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

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, and include 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. To calculate the professional fee component of total estimated contract price, multiply the blended hourly rate of all labor classifications by 1,250 hours. 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 \$450,000 (based on a blended hourly rate of \$360/hr x 1,250 hours and assuming no other costs), that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$475,000 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((475,000 - 450,000) / 450,000)) \times 60 = 57$ 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 only the top three (3) proposers with the highest scoring proposal 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.

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the firm	
2. Previous relationship of firm on similar projects	
3. Specific experience in government real estate transactions and development projects, including affordable housing	
4. Specific experience in community engagement	
5. Other pertinent experience	
6. Knowledge of the San Diego commercial and residential real estate market as well as best practices for conducting government real estate transactions	
7. Last/Prior Performance	
8. Capacity/Capability to meet the City of San Diego’s needs in a timely manner	
9. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation.	10
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*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 Article VII of the General Contract Terms and Provisions.

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

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

4. Consultant Award Tracking Form.

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 SERVICES

A. OVERVIEW

City of San Diego (City) is embarking on a public process to maximize the opportunity and value of the following City-owned properties (collectively, the Civic Core Properties): (a) the City Administration Building site located at 202 C Street and designated as a portion of County of San Diego Assessor's Parcel Number (APN) 533-433-28 (CAB Site); (b) the Concourse and Golden Hall site located at 1101 First Avenue and designated as a portion of APN 533-433-28 (Concourse Site); (c) the Evan V. Jones Parkade site located at 1265 First Avenue and designated as a portion of APN 533-433-28 (Parkade Site); (d) the City Operations Building site located at 1222 First Avenue and designated as a portion of APN 533-433-28 (COB Site); (e) the Civic Theater site located at 1100 Third Avenue and designated as a portion of APN 533-433-28 (Civic Theater Site); (f) the Civic Center Plaza site located at 1200 Third Avenue and designated as APNs 533-433-11 and 533-433-13, and the King-Chavez Community High School site located at 201 A Street and designated as APN 533-433-10 (collectively, CCP Site); and (g) the site located at 101 Ash Street and designated as APNs 533-424-11 and 533-424-14 (101 Ash Site). The City is open to long-term ground leases, sales, and full redevelopment of the Civic Core Properties with strong community engagement. The City desires to engage an advisor or team of advisors to: (1) advise on real estate and financing issues to support the City's efforts to attract prospective developers and investors, (2) work cooperatively to create, manage, and execute communications strategies and a public information campaign that can evolve with the process (3) evaluate qualifications and proposals from interested parties, (4) optimize the value of the Civic Core Properties to achieve the City's desired goals, and (5) assist in negotiations of definitive agreements for transactions related to disposition and development of the Civic Core Properties.

Contractor will work under the direction of the Economic Development Department (EDD) and assist EDD and the Mayor's Office in developing a minimum one-year plan to (1) keep the public informed and engaged on the City's efforts to revitalize the Civic Core Properties and (2) review proposals related to the Civic Core Properties, including but not limited to proposals for: building disposition; lease administration; financing options; land value capture; infrastructure funding models; market rate and affordable housing developments; public improvements; and the development, operation, and ownership structure of City-owned land. Contractor may make recommendations based on Contractor's objective analysis to the Mayor and City Council on any such proposal.

B. CORE REQUIREMENTS AND DELIVERABLES

Contractor's core requirements and deliverables will include, but shall not be limited to the following:

1. Community Engagement

- a) Creating and implementing a successful communications campaign that will drive engagement and participation by the public in the redevelopment process;
- b) Informing potential bidders of City-desired features and design;
- c) Fostering public awareness and understanding of the goals and benefits of the project;
- d) Ensuring that the public is aware of milestones and hearings in the selection and approval process, including opportunities to participate in community meetings and public hearings;

- e) Ensuring that public feedback is provided to the City and the development team to help inform potential project features; and
- f) Consistently communicating with the public about project progress.
- g) Creating and maintaining a website (splash page);
- h) Effectively using and monitoring social media;
- i) Creating and implementing an effective media relations program;
- j) Creating and distributing a periodic email newsletter; and
- k) Using other communications vehicles and platforms as needed to ensure that information reaches as broad an audience of San Diego residents and other stakeholders as possible.

2. Real Estate Advisory Support

- a) Comparatively analyzing all real estate proposals to ensure adequate due diligence and compliance with best practices.
- b) Reviewing reports and attending meetings with City staff to learn and understand the history, issues, and challenges associated with proposed real estate transactions.
- c) Examining appraisals, building condition assessments, maintenance agreements, building insurance provisions, financing terms/conditions, and audits related to real estate proposals.
- d) Analyzing proposals for City Council consideration that could potentially reduce risk, mitigate identified challenges, and/or improve the City's real estate and financial position.
- e) Providing relevant market data (e.g., comparable properties; current and forecasted cost/inventory of office space suitable for the City's needs; market trends; other factors that could affect real property valuations) to EDD for consideration before making a recommendation or acting on any real estate related proposal.
- f) Developing funding structures or procurement strategies that maximize the City's goals.
- g) Assisting in the development of negotiating strategies.
- h) Participating, as requested, in negotiation sessions and interactions with the selected proposer and/or its designated representatives.
- i) Assisting in the development of a realistic and appropriate timeline to complete the negotiations, finalize the transaction(s), and develop the project.
- j) Providing any and all appropriate information to assist the City's determination of value for sale or lease of the Civic Core Properties, including research and analysis of similar transactions for comparable properties relevant to the negotiation and prevailing economic conditions and market trends.
- k) Assisting in the negotiation and non-legal drafting of business terms to support completion of the transaction documents.
- l) Developing financial analyses of options proposed during negotiations, including "shadow proforma" to iteratively test the economics of each offer and counter-offer and track financial impacts of business points as negotiated or under consideration.
- m) Generally providing EDD with expert real estate perspective, insight, advice, and recommendations for the project. EDD will arrange for Contractor to meet with key City staff and offices to better understand issues and considerations associated with the Civic Core Properties and proposals intended to address the City's goals. Contractor may also be asked to answer Councilmembers' questions or make presentations to Councilmembers individually or in Committee or Council meetings (in open or closed session). Contractor may also be asked to sign a non-disclosure agreement.

C. QUALIFICATIONS AND EXPERIENCE

Proposers shall provide the following information:

1. Evidence of a minimum of ten (10) years of recent experience providing professional technical, economic, real estate, and policy consulting services, including for government agencies with community engagement.
2. Descriptions of a minimum of two (2) projects (successfully completed and / or in progress) that Contractor has undertaken within the past ten (10) years, showing community engagement and with specifications similar to those described herein.
3. A list of the key personnel who will be responsible for overall account management. Please include name, title and relevant experience.
4. A brief description of the proposed approach to the development of work plans or strategies used for similar clients in the past.

D. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

Labor Classification	Description
1. Principal	A staff person with more than 15 years of experience who is responsible for staffing and overall quality assurance and quality control. The Principal has the authority to commit resources and authorize contracts on behalf of the company.
2. Project Manager	A staff person with more than 5 years of experience in a project management role who acts as the secondary point of contact for the client. The Project Manager is capable of managing medium to large, semi-complex projects with a moderate degree of controversy.

E. REFERENCES

Proposer must demonstrate that it is able to perform the work as specified in this RFP. The City reserves the right to contact references provided and not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer may not 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.

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 form attached to this RFP.

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); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Proposer in the past or are currently using Proposer's or Proposer's subcontractors' (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent consulting firms for additional information about the Proposer or the Proposer's subcontractors.

F. TECHNICAL REPRESENTATIVE

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

G. PRICING SCHEDULE *Refer to the Proposal Tab C, Cost/Price Proposal for Pricing

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation.

1. Descriptions for the labor classifications listed as 1 and 2, are detailed in Section D.
2. Position Title is to be the position title within the Proposer's organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the descriptions listed in Section D. Only the blended hourly labor rate for the labor classifications in Section D will be used to access points per Exhibit A, 3.6 Evaluation Criteria, D. Price.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications". No other changes will be considered.

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal		\$
2. Project Manager		\$

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 10th 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 (5th) 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 (5th) 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.

Tab A

Submission of Information and Forms

- **Contract Signature Page**
- **Exceptions Requested by Proposer**
- **Contractor Standards Pledge of Compliance**
- **Equal Opportunity Contracting Forms**
- **Additional Information as Required in Exhibit
(Please refer to Tab B)**

EXCEPTIONS

In recent contracts successfully executed with the City of San Diego, KMA has requested, and been granted, the incorporation of language which reflects the nature and size of our business. KMA requests these same modifications be incorporated into any Consulting Services Agreement resulting from this RFP.

6.3 General Contract Terms and Provisions. This Agreement incorporates by reference the City's Terms and Provisions, attached hereto as Exhibit C, with the following modifications:

6.3.1 Reporting Requirements pursuant to Section 3.2.6.1 Monthly Employment Utilization Reports and Section 3.2.6.2 Monthly Invoicing and Payments are **deleted** in their entirety.

6.3.2 Project Personnel requirements pursuant to Section 5.13.1 Criminal Background Certification and Section 5.13.2 Photo Identification Badge are **deleted** in their entirety.

6.3.3 Indemnification Requirements pursuant to Section 7.1 Indemnification is **deleted** in its entirety and replaced with the following:

"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 the alleged negligence or willful misconduct in the performance of services under this Contract by Contractor, any negligent acts, errors or omissions in the performance of services under this Contract by Contractor, 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."

6.3.4 Article VII Bonds requirements pursuant to Section 8.1 Payment and Performance Bond and Section 8.2 Alternate Security are **deleted** in their entirety.

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

CONTRACT LIMITING CONDITIONS

In accepting this proposal, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product; and
3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

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:

Real Estate Advisory and Engagement Consulting Services

B. BIDDER/PROPOSER INFORMATION:

Keyser Marston Associates, Inc.

Legal Name	San Diego	DBA	
555 West Beech Street, Suite 460		CA	92101
Street Address	City	State	Zip
Paul C. Marra, Managing Principal	(619) 718-9500	(619) 718-9508	
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.

Paul C. Marra	Managing Principal
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
KMA ownership interest 17.7%	
Interest in the transaction	

Linnie A. Gavino	Principal
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
N/A	
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 (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: 09/02/1976 State of incorporation: California

List corporation's current officers: President: Kathleen H. Head
Vice Pres: Paul C. Marra
Secretary: Diane M. Chambers
Treasurer: Diane M. Chambers

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:

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: First Republic Bank

Point of Contact: Elise Wen

Address: 111 Pine Street, San Francisco, CA 94111

Phone Number: (415) 288-8080

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.: B1994011624 Year Issued: 2022

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: San Diego Unified Port District

Contact Name and Phone Number: Shaun Sumner - (619) 686-6460
Contact Email: ssumner@portofsandiego.org
Address: 3165 Pacific Highway, San Diego, CA 92101
Contract Date: August 1, 2021
Contract Amount: \$ 182,000.00
Requirements of Contract: Financial feasibility study / report for Chula Vista Bayfront Resort Hotel & Convention Center

Company Name: Civic Communities
Contact Name and Phone Number: Andrew Phillips - (619) 235-2200
Contact Email: phillips@civiccommunities.com
Address: 8989 Rio San Diego Dr., Ste. 100, San Diego, CA 92108
Contract Date: August 16, 2018
Contract Amount: \$ 240,000.00
Requirements of Contract: As-needed real estate economic and market consulting services related to affordable housing

Company Name: San Diego State University (Ernst & Young)
Contact Name and Phone Number: Gina Jacobs - (619) 594-4563
Contact Email: gina.jacobs@sdsu.edu
Address: 5500 Campanile Drive, San Diego, CA 92182
Contract Date: July 19, 2021
Contract Amount: \$ 175,000.00
Requirements of Contract: Financial and economic advisory services surrounding the development of affordable housing in new Master Plan SDSU campus

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: Cook + Schmid, LLC

Address: 626 Savoy Street, San Diego, CA 92106

Contact Name: Jon Schmid Phone: (619) 814-2370 Email: jschmid@cookandschmid.com

Contractor License No.: B2009032061 DIR Registration No.: 1000030490

Sub-Contract Dollar Amount: \$ _____ (per year) \$ 156,250.00 (total contract term)

Scope of work subcontractor will perform: Community Engagement Consulting

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: Cumming Management Group, Inc.

Address: 15010 Avenue of Science, Suite 100

Contact Name: Ashok Patel Phone: (858) 217-3583 Email: apatel@cumming-group.com

Contractor License No.: _____ DIR Registration No.: 1000038377

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

Scope of work subcontractor will perform: Cost Management Consulting

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 01/30/2023.

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.

Paul C. Marra, Managing Principal


Signature

04/25/2023

Name and Title

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.

D. BUSINESS ORGANIZATION/STRUCTURE

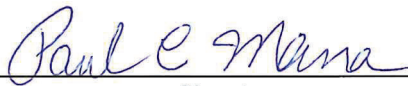
Additional Vice Presidents:

Timothy Bretz
David Doezema
Kevin Engstrom
Debbie Kern
James Rabe
Julie Romey

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.

Paul C. Marra, Managing Principal

Print Name, Title



Signature

04/25/2023

Date

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: Keyser Marston Associates, Inc.

Certified By Paul C. Marra Title Managing Principal

Name

Paul C Marra Date 04/25/2023

Signature



BB. WORK FORCE REPORT

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

The objective of the *Equal Employment Opportunity Outreach Program*, 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: Keyser Marston Associates, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1299 Fourth Street, Suite 408

City: San Rafael County: Marin State: CA Zip: 94901

Telephone Number: () 415-398-3050 Fax Number: () 415-397-5065

Name of Company CEO: Kathleen H. Head

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

Address: 555 West Beech Street, Suite 460

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: () 619-718-9500 Fax Number: () 619-718-9508 Email: klytle@keysermarston.com

Type of Business: Real Estate Advisory Type of License: N/A

The Company has appointed: Kathleen H. Head

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: 1299 Fourth Street, Suite 408, San Rafael, CA 94901

Telephone Number: () 415-398-3050 Fax Number: () 415-397-5065 Email: dchambers@keysermarston.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 Keyser Marston Associates, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 25th day of April, 2023

Paul C. Marra
(Authorized Signature)

Paul C. Marra
(Print Authorized Signature Name)

NAME OF FIRM: Keyser Marston Associates, Inc. DATE: 04/25/2023

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial										1		1		
Professional				1						1				1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column				1						1	1	1	1	1
--------------------	--	--	--	---	--	--	--	--	--	---	---	---	---	---

Grand Total All Employees

6

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax : (916) 324-1862
TTY 711

February 13, 2014

Mr. Jon Schmid
Cook + Schmid, LLC
3033 Fifth Ave.
San Diego, CA. 92106

Firm Number: 41736

Dear Mr. Schmid:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
541820	Public Relations
541613	Marketing Consulting
541910	Marketing Analysis & Research
541810	Advertising Agency
541430	Graphic Design

Work Category Codes	Description
C8712	Public Relations
I8740	Management & Public Relations
I8730	Research & Testing Services
I8750	Market Research & Focus Group
I7336	Commercial Art & Graphic Design
I7310	Advertising

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at

<http://www.dot.ca.gov/hq/bep/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually submit a No Change Declaration Form (which will be sent to you) along with supporting documentation. Based on your annual submission – that no change in ownership and control has occurred – or if changes have occurred, they do not affect your firm's DBE standing. The DBE certification of your firm will continue until or unless it is removed by Caltrans.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business-size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,



JANICE SALAIS
Chief
Certification Branch

***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **March 2, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Cook & Schmid LLC
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 7LN00030

DETERMINATION DATE: March 2, 2023

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Cook & Schmid, LLC

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541430, 541810, 541613, 541820)

Certification Number: 13CS0823

Effective: 1/20/2023 - 1/20/2025

A handwritten signature in blue ink, appearing to be 'C. Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting



Solicitation Number 10090031-23-V
Request for Proposal for Real Estate Advisory and
Engagement Consulting Services

Prepared by:

Keyser Marston Associates, Inc.
555 West Beech Street, Suite 460
San Diego, CA 92101

Cook + Schmid, LLC
626 Savoy Street
San Diego, CA 92106

Cumming
15010 Avenue of Science, Suite 100
San Diego, CA 92128



Cook+
Schmid

CUMMING
Building Value Through Expertise

Submittal Due Date: April 28, 2023

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Tab B

Executive Summary and Responses to Specifications

EXECUTIVE SUMMARY

Keyser Marston Associates, Inc. (KMA), in association with Cook + Schmid, LLC and Cumming, are pleased to submit this proposal in response to the City of San Diego's (City's) Request for Proposal (RFP) for Real Estate Advisory and Engagement Consulting Services. The City is initiating a process to revitalize its five-block Civic Core Properties pursuant to the State Surplus Lands Act (SLA). The City's objectives for the Civic Core Properties emphasize a range of affordable housing types, civic and cultural uses, and transit access and sustainability. The KMA team is uniquely qualified to provide the City with the needed community engagement and real estate advisory services in support of this revitalization effort.

- KMA assists public agencies with disposition strategies, affordable housing transactions, financial evaluation of development proposals, developer negotiations, and public facility and infrastructure financing plans. We have worked on some of the region's highest profile developments, including Petco Park and the Ballpark District and the Chula Vista Bayfront resort hotel and convention center. With long-term roots in San Diego, we bring unparalleled experience in Public/Private Partnerships (P3s), affordable housing, and funding strategies. KMA will lead the Task #2 services, including real estate market research, feasibility analysis of development proposals, disposition strategies, developer negotiations support, and evaluation of alternative financing structures and funding sources. Cumming will be available to assist KMA with construction cost estimation and peer review.
- For more than 20 years, Cook + Schmid has developed community engagement campaigns. Cook + Schmid has successfully built trust and enabled public input on some of the largest projects in the region through a range of tactics that are guided by a tailored strategic plan. Their approach is to engage with all stakeholders, to listen carefully, gather opinions, position the project as an important opportunity to address critical issues facing our region, and to be responsive to community concerns while seeking the best outcome. Cook + Schmid specializes in driving participation in projects by diverse stakeholder groups. Cook + Schmid will lead the Task #1 services, focused on creating, managing, and implementing a communications strategy and public information campaign. Cook + Schmid is certified as a Small Local Business Enterprise (SLBE), Disadvantaged Business Enterprise (DBE), and Minority Business Enterprise (MBE).

Both consultants are expected to be multi-year participants in the City's Civic Core revitalization program as the City follows the SLA process, evaluates alternative development proposals, uses, and financing plans, and negotiates agreements with developers. KMA and Cook + Schmid have long valued our relationships with the City of San Diego, having contributed to successful efforts to transform communities and improve the quality of life for residents, workers, and visitors. We look forward to the opportunity to support the City with proposal evaluation, disposition strategy, and developer negotiations for a successful revitalization of the Civic Core Properties.

PROPOSER'S RESPONSE TO RFP

A. UNDERSTANDING OF THE CITY'S OBJECTIVES

The City of San Diego (City) seeks to consolidate its Downtown work force, create more housing, and revitalize the Downtown civic core. On April 24, 2023, the City Council declared approximately five blocks of City-owned real property (Civic Core Properties, or "Properties") "surplus land" pursuant to California Government Code Sections 54220-54234 (the Surplus Lands Act, or "SLA"). A sixth block, currently occupied by the City Operations Building, has been tentatively identified as a site for a new City Administration Building. The City intends to issue a Notice of Availability/Offer to Sell or Lease Surplus Property (NOA) for the approximate five-block Properties in May 2023. The NOA sets forth specific City objectives and preferred criteria for development of the Properties, including:

- As much affordable housing as possible in addition to the minimum affordable housing requirements of the SLA
- Housing serving a range of income levels, including middle-income housing in the 80% to 150% of Area Median Income (AMI) bracket, as well as Extremely Low Income units (up to 30% AMI), including Permanent Supportive Housing or other alternatives
- Preservation of a theatre presence within the Properties, either retention of the existing Civic Theatre or development of a new theatre, combined with a desire for proposals that guarantee the continued employment of all current theatre workers
- Prioritization for strong labor agreements and plans that proposed to maximize mobility options and climate benefits
- Significant philanthropic support that maximizes public benefits and minimizes dependence on government-funded housing vouchers

The NOA also encourages respondents to: (1) reach out to the San Diego Unified School District (SDUSD) as a potential partner for a performing arts high school and teacher housing; and (2) consider the vision identified in the Mayor's Civic Center Revitalization Committee (CCRC) report. The CCRC report establishes a series of guiding principles for development of the Properties related to arts and culture, civic spaces, transit access, housing diversity, mixed-use development, and other themes.

In accordance with the SLA, developers/users will have 60 days to submit letters of interest in response to the NOA. The City is then required to negotiate with each proper entity submitting a timely notice of interest for at least a 90-day period to determine a mutually satisfactory sales price and terms. City staff seeks to identify one or more qualified development entities for the Properties, with acceptable development programs and financing plans that are responsive to the City's objectives, for consideration by the City Council. The City would then enter into an Exclusive Negotiation Agreement (ENA) with the selected

developer(s) that defines the basic development concept(s) and financial terms. During the ENA term, the City anticipates negotiating a comprehensive Disposition and Development Agreement (DDA) that provides for the sale or lease of the Properties pursuant to a specified development program, schedule, and financial terms.

In support of these objectives, the City is seeking community engagement and real estate advisory services. The role of the community engagement consultant is to create, manage, and implement a communications strategy and public information campaign. The consultant will need to develop a community engagement campaign, listen to diverse stakeholder groups, build trust, and be responsive to community concerns while seeking the best outcomes. The real estate advisor will undertake a range of economic analyses in support of the City's objectives, including real estate market research, feasibility analysis of development proposals, disposition strategies, developer negotiations support, evaluation of potential financing structures and funding sources, and identification and testing of alternative business terms. Both consultants are expected to be multi-year participants in the City's Civic Core revitalization program, as the City follows the SLA process, evaluates a myriad of alternative development proposals, uses, and financing plans, and ultimately negotiates satisfactory DDAs with one or more developers/users.

B. APPROACH TO PROVIDING REQUIRED SERVICES

B-1 TASK #1 – COMMUNITY ENGAGEMENT (*Cook + Schmid, LLC*)

“Building trust,” one of the core principles cited in the vision for the Heart of San Diego, authored by the Civic Center Revitalization Committee, will be critical to the successful completion of the work described in the City’s RFP. In response to the core requirements and deliverables identified in the RFP, the Cook + Schmid approach will not only inform potential bidders about the opportunity, but also solicit feedback from the public and keep residents and other stakeholders informed about the schedule, milestones, and process. This effort will require a robust and creative communications program to ensure timely and consistent communications and to capture diverse community input.

Cook + Schmid is uniquely qualified to provide these services. Cook + Schmid has more than 20 years experience developing community engagement campaigns. We have successfully built trust and enabled public input on some of the largest projects in the region through a range of tactics that are guided by a tailored strategic plan. Our approach is to engage with all stakeholders, to listen carefully, gather opinions, position the project as an important opportunity to address critical issues facing our region, and to be responsive to community concerns while seeking the best outcome. The City announcements around this project have already elicited concern, reported in the media, from the architectural and design community about the process for soliciting development proposals and awarding a contract. This underscores the importance of a solid messaging strategy and proactive, clear communications.

Cook + Schmid’s programs use a “Concentric Circles of Influence” approach, where we begin by engaging with those closest to the project and progressively work outwards to include broader stakeholder groups and the general public. This stepwise approach quickly and efficiently ensures that later stages of the campaign are well informed to avoid pitfalls and missteps. Cook + Schmid specializes in driving participation in projects by diverse stakeholder groups.

For this endeavor, we would work with the City to develop a communications plan that would fit within the proposed budget and timeline. This plan would provide clear and consistent communications with prospective developers and the public, demonstrate transparency in the process, and engage with a diverse range of stakeholders. Tactics for achieving the core requirements in the RFP can include, but are not limited to, the following multi-pronged approach:

- *Website.* Establish a website to serve as a repository of information as well as a place for the public to provide input and check on the timeline and the status of the project.
- *Social Media.* Coordinate with City staff to ensure that stakeholders are engaged on the project through creative social media content that drives on-line participation.

- *Media Relations.* Work with the news media to inform the public about milestones in the program as well as public meetings.
- *Public Meetings.* Host a series of workshops at important junctures in the process.
- *Direct Communications.* Distribute an e-mail newsletter, conduct one-on-one meetings, and perform other direct communications tactics to ensure public engagement.
- *Partnerships.* Partner with community and business organizations to increase public participation.

B-2 TASK #2 – REAL ESTATE ADVISORY SUPPORT (*Keyser Marston Associates, Inc.*)

A. *Initiation and Background Reconnaissance*

1. Participate in a kick-off meeting with City staff to review goals and objectives, obtain necessary resource documents, and tour the Civic Core Properties (Properties).
2. Review background information on the Properties, including third party studies and plans prepared by the City and/or private parties, such as appraisals, cost estimates, building conditions assessments, and other technical studies, to better understand existing conditions, including physical, regulatory, and environmental factors.
3. Review existing planning expectations and assumptions, current financial information and projections, the City's SLA process and timeline, and other relevant guidelines and parameters with City staff.

B. *Market and Industry Research*

1. Collect and review readily available third party market data and economic information for potential land uses/product types, including trade area and Downtown market parameters such as rents/prices, occupancy, absorption, and land values for a range of residential and commercial land uses.
2. Prepare a summary of key financial parameters for recent affordable housing transactions subsidized by the City and other public agencies in the region, including lower income, middle income, and mixed-income developments.
3. Review the Jones Lang LaSalle (JLL) preliminary analysis of the City's Downtown office portfolio and analyzed costs.

4. Conduct selected case study research for development of civic centers, performing arts theatres, and other civic/non-profit uses.
5. Identify and profile comparable transactions for similar properties/development programs in other California cities.

C. *Evaluation of Letters of Interest Received in Response to Notice of Availability/Offer to Sell or Lease Surplus Property*

1. Review the timely submitted letters of interest received from proper parties in response to the City's NOA.
2. Summarize the letters of interest in a matrix template that identifies the following information for each interested party:
 - a. Identification of the development team members and summary of their respective qualifications and track record
 - b. Whether the party is interested in the entirety, or a portion, of the Properties
 - c. The overall development concept and specific mix of building types and uses, including public facilities and/or civic amenities
 - d. Conditions precedent for the conveyance of the Properties
 - e. The total number of housing units, affordable housing units, and target income levels, including market-rate, lower income, middle income, and/or teacher housing
 - f. The proposed financing plan and transaction structure, including whether the party seeks to lease or purchase the Properties
 - g. The proposed acquisition schedule
 - h. Any City funds requested for funding affordable units, public facilities, and/or civic amenities within the project
3. Summarize each proposal relative to the City's selection criteria as identified in the NOA, identify proposals that: do not meet the minimum criteria, proposals that meet the minimum criteria, proposals that exceed the minimum criteria, proposals with the greatest number of affordable units, and (if applicable) the proposal with the deepest level of affordability.
4. Identify key aspects of the developers' proposals to ensure that the City fully understands their proposals, their conditions for performance, and to ascertain their ability to exceed minimum requirements identified in the NOA.

5. Support City staff and legal counsel during the minimum 90-day negotiation period to determine a mutually satisfactory sales price/lease rate and other business terms with qualified party(ies).
6. At the end of the 90-day negotiation period, prepare a memorandum report summarizing the KMA evaluation of the NOA responses and the recommended team(s) for City Council consideration.

D. Negotiation of Business Terms for Exclusive Negotiation Agreement(s)

1. Support City staff and legal counsel in negotiating key business terms for Exclusive Negotiation Agreement(s) (ENAs) with the selected team(s) approved by City Council.
2. Participate in meetings with the City, the selected developer(s), and legal counsel to assist in negotiating the proposed ENA(s).
3. As needed, participate in presentations to stakeholders and/or public officials to explain the process of proposal evaluation and negotiation of key business terms for the ENA(s).

E. Financial Evaluation of Proposal(s) pursuant to ENA(s)

1. For each ENA/development proposal, review the development proposal(s) and financing plan(s), including, but not limited to: (a) deal structure and business terms proposed by each developer; (b) viability of the proposed financing plan; (c) responsiveness to the City's objectives; and (d) financial return to the City.
2. Review the developer(s)' financial pro formas and identify key issues or concerns to be addressed by the developer(s).
3. Conduct independent financial analyses of each developer's development proposal and financial pro formas, for each respective development component, including review of developer assumptions regarding project costs, income and expense factors, market values and rents, affordability standards and maximum rents, developer/investor returns, proposed financing approaches, and compensation to the City.
4. Prepare peer review of cost estimates for major cost assumptions in developer proposal(s) such as off-site improvements, on-site preparation and backbone infrastructure, public facilities, and/or civic amenities.
5. On an ongoing basis, evaluate the feasibility of alternative financing, disposition, and/or procurement structures for potential City/developer partnerships.

6. Research and evaluate the viability of alternative approaches to improve the City's economic position with respect to the City's key criteria for development of the Properties and potential land value capture from the Properties to support other City objectives.
7. Summarize the overall development program for the Properties, including a preliminary comprehensive financing plan and timeline for the proposed development(s).

F. *Negotiation Support for Disposition and Development Agreement(s)*

1. Support City staff and legal counsel in negotiation of real estate, financing, and other business terms for Disposition and Development Agreement(s) (DDAs) with each ENA party (developer/user), including formulation of an overall negotiating strategy and timeline.
2. Participate in negotiation sessions with City staff, legal counsel, and the developer(s).
3. Review and analyze successive development and financing plans, financial pro formas, and potential deal terms submitted by the developer(s) for the proposed development(s).
4. Correspond with the developer(s) to identify any remaining areas of financial pro forma differences and obtain clarification or substantiation.
5. Identify and evaluate alternative approaches to financing capital and operating costs for required infrastructure, public facilities, and/or civic amenities, including land value capture, Enhanced Infrastructure Financing Districts (EIFDs), and/or other available tools and sources.
6. Prepare recommended business terms for the proposed DDA(s) between the City and the developer(s).
7. Prepare a memorandum report explaining the KMA feasibility evaluation, the overall development program, comprehensive financing plan, and timeline for development of the Properties.
8. Participate in presentations to stakeholders and/or public officials to explain the proposed business terms for the DDA(s).

G. *Briefings and Presentations*

1. Participate in project meetings with City staff, community outreach meetings, public meetings, and briefings with public officials.
2. Prepare presentations and supporting materials for meetings/briefings.

3. Respond to questions and comments from public officials, stakeholders, and City staff as they arise throughout the process.

Upon selection, KMA and Cook + Schmid will work with City staff to develop a detailed scope of services with specific limits on the number of proposals/concepts to be evaluated, meetings, deliverables, drafts, and other parameters. The KMA team is targeting a 30-month period to complete the work program including draft terms for DDA(s) with developer(s).

C. QUALIFICATIONS AND EXPERIENCE

C-1 KEYSER MARSTON ASSOCIATES, INC.

Keyser Marston Associates, Inc. (KMA) is a real estate advisory firm founded in 1973. From offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Representative public sector clients include nearly every major municipality in California, as well as housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities.

KMA offers a wide range of integrated services, working collaboratively with our clients to help them make informed, strategic, market-based decisions. Our service areas include:

- ✓ Land Use Economics
- ✓ Affordable Housing Transactions and Policy Evaluation
- ✓ Disposition Strategies and Developer Negotiations
- ✓ Public/Private Partnerships (P3s)
- ✓ Infrastructure Financing Districts
- ✓ Fiscal and Economic Impact Analysis

A hallmark of KMA's success is the depth, continuity, and availability of our principals, who have an average of more than 25 years of practical experience working with public agencies on complex real estate economic issues. Seasoned managers and associates also contribute their specialized knowledge to every assignment. The longevity of our client relationships throughout the State attests to the quality and responsiveness of KMA's work.

KMA is uniquely qualified to provide the City with the required real estate advisory services. We have extensive track records assisting our public agency clients with disposition strategies, affordable housing transactions, financial evaluation of development proposals, developer negotiations, and public facility and infrastructure financing plans. We have performed these services on some of the highest profile developments in the region, including Petco Park and the surrounding Ballpark District redevelopment, the conversion of the former Naval Training Center into Liberty Station, the Chula Vista Bayfront resort hotel and convention center, and the ongoing metamorphosis of the Horton Plaza shopping center into a technology office center.

Our key strengths in the following areas will ensure that the City receives the highest level of real estate advisory services for the Civic Core Properties revitalization effort.

- ***KMA is local.*** Our presence in San Diego for over 40 years enhances our understanding of local real estate, planning, and public policy trends that impact San Diego communities. We maintain an in-depth

familiarity with the local development industry and market trends for all major land uses. We are extensively familiar with the City's housing policies and initiatives, having prepared key feasibility studies in support of the adoption of the City's updated Inclusionary Housing Ordinance in 2019 and the Complete Communities Housing Solutions program in 2020.

- ***KMA is a leader in P3 transactions.*** KMA is a Statewide expert in Public/Private Partnerships (P3s). For over 50 years, we have assisted public agencies with developer solicitation, proposal evaluation, and transaction structuring for complex P3s. We guided the County of San Diego through a P3 process that resulted in the redevelopment by Lowe Enterprises of their 37-acre County Operations Center in Kearny Mesa. Similarly, we have assisted the County of Santa Clara and the City of Fremont with feasibility assessments, developer selection, and implementation for their mixed-use civic center campuses. KMA performed similar roles for the TransBay Transit Center mixed-use development in San Francisco.
- ***KMA has specialized expertise in affordable housing.*** KMA has a long and successful track record of providing affordable housing services that have helped countless jurisdictions throughout California meet their goals and objectives of offering quality housing opportunities to low income families and other target tenant populations. KMA has assisted public agencies with developer selection, feasibility analyses, and transaction structuring for hundreds of affordable housing developments, creating thousands of new homes. We work with all major Federal and State funding programs for affordable housing on a regular basis. We consult local jurisdictions throughout San Diego County on their affordable housing policies and/or transactions and have negotiated with all the major affordable housing developers active in the region. Most recently, we assisted the City of San Diego with two affordable housing Notices of Funding Availability (NOFAs), which will result in 10 new developments comprising 908 units. Similarly, we have advised the County of San Diego on their last five NOFAs, evaluating numerous development proposals that will generate hundreds of new units. We have also played a major role in the development of affordable housing at San Diego Metropolitan Transit System (MTS) trolley stations and the SDSU Mission Valley master plan, where we recently assisted SDSU in evaluating the feasibility of affordable housing development proposals and the selection of a developer for the master plan's first affordable housing development.
- ***KMA brings innovative approaches to project funding.*** Development of the Civic Core Properties may include a variety of public facilities and supporting infrastructure, including a new City Hall, a performing arts theatre, other arts and cultural uses, public space, and/or other amenities. KMA has specialized expertise in structuring methods to fund public improvements and facilities, including land value capture programs, Enhanced Infrastructure Financing Districts (EIFDs), and other tools available to the City. Recent examples include the adoption of the Otay Mesa EIFD and feasibility analyses for the Chula Vista Bayfront development, which includes a complex array of public funding sources for new infrastructure, including two public parks and a convention center.

KMA has long valued its relationship with the City of San Diego. We have been fortunate to contribute to many of the City's successful efforts to transform older urban communities and improve the quality of life for residents, workers, and visitors. We look forward to the opportunity to support the City with proposal evaluation, disposition strategy, and developer negotiations support for a successful revitalization of the Civic Core Properties.

Examples of recent relevant experience are highlighted in the following pages.

City of San Diego

Horton Plaza

KMA prepared an independent evaluation of the proposed business terms contained in the lease and related legal agreements between the City and Developer for the redevelopment of the City-owned



property known as the Horton Plaza Urban Park. Specifically, KMA evaluated the reasonableness of the Developer’s financial projections for the Park related to anticipated capital investment, operating income and expenditures, and potential lease payments to the City. The City Council approved the lease in December 2022.

Project Manager	Christina Bibler, Director Economic Development
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San Diego State University

Mission Valley Master Plan

KMA prepared and evaluated responses to a Request for Information and Qualifications (RFIQ) issued by SDSU to construct affordable housing in a new master plan in Mission Valley. KMA then prepared and evaluated a Request for Proposals (RFP) for the first affordable housing project. The RFP was open to the six affordable housing developers chosen from the RFIQ evaluation. Upon completion of the master plan, 460 affordable units in multiple projects are anticipated. KMA will assist with developer selection and negotiations for each subsequent affordable housing project.



Project Manager	Gina Jacobs, Associate Vice President Mission Valley Development
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San Diego Metropolitan Transit System (MTS)
Grantville Trolley Station Joint Development



KMA assisted MTS with an evaluation of a 9.4-acre property at the Grantville Trolley Station in the City of San Diego. The Grantville Station and the site have been the focus of multiple planning and feasibility studies since the mid-2000s. KMA evaluated the site’s private development potential, approximate value, and potential absorption timing. The KMA analysis provided MTS with an estimated value of land payments that may be generated by ground leasing the site. In April 2019, MTS received a joint development proposal from Affirmed Housing Group and Greystar for dual residential projects, including 156 affordable rental units and 254 market-rate student housing units. Both developments will be built on long-term ground leases and will provide 96 replacement commuter spaces for MTS in a parking structure. KMA prepared an updated feasibility evaluation of these development proposals and presented our findings to the MTS Board. In June 2019, the MTS Board approved the project, and the project broke ground in April 2021.

Project Manager	Karen Landers, General Counsel
Contact Information	(619) 557-4512 Karen.landiers@sdmts.com

San Diego Unified Port District
Resort Hotel and Convention Center, Chula Vista Bayfront

KMA was retained by the San Diego Unified Port District (District) in 2014 to assist with the developer selection and negotiation process for a 36.5-acre development site on the Chula Vista Bayfront. The Chula Vista Bayfront is a 536-acre former industrial area fronting the southern portion of San Diego Bay. KMA worked with the District, the City of Chula Vista, and Houston-based RIDA Development (RIDA) over several years to evaluate, negotiate, and document a highly complex P3 transaction for development of a resort hotel and convention center (RHCC). The planned \$1 billion development encompasses a 1,600-room waterfront resort hotel and 275,000-SF convention center. The RHCC project broke ground in July 2022.



Project Manager	Shaun Sumner, Vice President Real Estate, Engineering, and Facilities
Contact Information	(619) 686-6460 ssumner@portofsandiego.org

City of San Diego

Affordable Housing NOFA 1 and NOFA 2

KMA evaluated developer submittals received in response to two rounds of City-issued Request for Proposals in 2021 and 2022. KMA reviewed each proposal with respect to the developer teams’ financial capacity and the financial feasibility of the proposed project. KMA also assisted with developer interviews, financial pro forma feasibility analysis, developer selection, developer negotiations, and transaction structuring. As a result, ten (10) affordable housing projects, with a total of 908 units, have been approved by the City Council.



Project Manager	Monica Hardman, Deputy Director Economic Development Department
Contact Information	(619) 533-6544 mhardman@sandiego.gov



County of San Diego

Affordable Housing NOFAs

KMA has a successful track record assisting the County of San Diego with evaluation of affordable housing proposals and requests for financial assistance. KMA conducts in-depth reviews of the development proposals, financial pro formas, and proposed affordability restrictions for consistency with the standards of the NOFA guidelines and each project’s proposed funding programs. Recent KMA assignments with the County include the following:

- *Innovative Housing Trust Fund (IHTF) NOFAs* – Review of developer submittals in response to five (5) IHTF NOFAs issued annually by the County from 2017 to 2022
- *No Place Like Home (NPLH) Capitalized Operating Subsidy Reserve (COSR) Cash Flow* – Preparation of a 20-year COSR cash flow template that embodies the key criteria, inputs, and assumptions in the County’s NOFA for NPLH funds
- *American Rescue Plan Act (ARPA) NOFA* – Review of developer submittals applying for ARPA, Community Development Block Grant (CDBG), Home Investment Program (HOME) and HOME-ARP, Permanent Local Housing Allocation (PLHA), and Project Base Vouchers (PBV)

Project Manager	Felipe Murillo, Housing Program Analyst Housing and Community Development
Contact Information	(858) 694-4807 Felipe.murillo@sdcounty.ca.gov

City of San Diego

Otay Mesa Enhanced Infrastructure Financing District

KMA assisted the City of San Diego with the formation of the Otay Mesa EIFD. The EIFD was established pursuant to California Government Code Sections 53398.50 through 53398.88 on July 24, 2017 and is the second EIFD to be formed in California. The EIFD was formed to help fund vital infrastructure in Otay Mesa, a 9,300-acre Community Planning Area (CPA) along the international border. City planners anticipate that the Otay Mesa CPA will build out with an additional 600 gross acres of non-residential development and 13,600 residential units, making it the largest EIFD in the State thus far. KMA assessed the feasibility of the EIFD, projected funding capacity of nearly \$970 million in property tax increment for infrastructure projects, prepared the Infrastructure Financing Plan (IFP), and assessed the fiscal impacts of anticipated new development. Currently, KMA is providing fiscal consulting services in relation to the issuance of proposed tax allocation bonds to be secured from tax increment revenues generated by the EIFD. KMA is also preparing a Fiscal Consultant Report (FCR), which includes an overview of tax increment, review of assessed values, and projections of pledged tax revenues.



Project Manager	Richard Eyre, Debt Coordinator Department of Finance
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C-2 COOK + SCHMID, LLC

Cook + Schmid, LLC is a full-service community engagement, public relations, public affairs, advertising, and marketing agency. The firm specializes in complex programs for government agencies, private and public companies, organizations, and institutions. Customized teams of specialists with specific industry knowledge and media and community relationships ensure clients achieve their goals. As a full-service firm, Cook + Schmid provides a comprehensive list of services that include:

- Stakeholder/Community Outreach
- Media Relations
- Multicultural Outreach
- Graphic Design
- Crisis Communications
- Strategic Planning
- Website Design and Development
- Digital Outreach

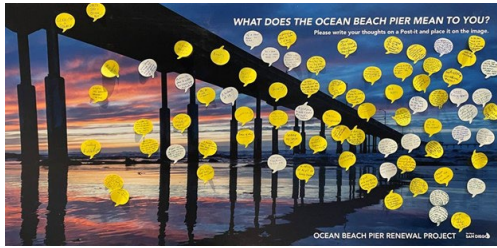
Cook + Schmid has supported some of the most important and contentious issues facing our region, including the Chula Vista Bayfront Master Plan, San Diego Unified Port District's 50-Year Master Plan Update, affordable housing developments, transportation infrastructure, sustainability measures, and conservation issues. For more than two decades, Cook + Schmid has built relationships with stakeholder groups that will be important to engage on the Civic Core Properties, including community groups, elected officials, residents, and myriad other organizations.

By building integrated public relations, marketing, and public engagement/outreach programs, the Cook + Schmid team can reach and influence the City's many important stakeholder groups. In particular, Cook + Schmid emphasizes working with diverse communities and cultures using a variety of tactics and platforms.

Examples of recent relevant experience are highlighted in the following pages.

City of San Diego

Ocean Beach Pier Renewal Project



Cook + Schmid is currently working on the Ocean Beach Pier Renewal project to engage with the public and collect public input on a replacement pier. Cook + Schmid developed a strategy to go to the public before any plans had been developed and to use community input to guide the development of design alternatives for the pier. The plan developed by Cook + Schmid includes one-on-one interviews

with important stakeholders, community workshops, media relations, social media, website content, on-line surveys, participation at fairs and festivals, and partnering with community organizations. The goal of the program is to go beyond the immediate community of Ocean Beach and engage with residents throughout the region, especially communities of color. At the first community workshop, more than 200 individuals attended and participated in interactive workshops. Cook + Schmid is attending community events throughout the region and will organize four additional public meetings. In addition, Cook + Schmid is working with a task force of Ocean Beach community leaders to integrate their input.

Project Manager	James Nagelvoort, Director Public Works Department
Contact Information	(619) 533-5100 jnagelvoort@sandiego.gov

County of San Diego

Housing Matters

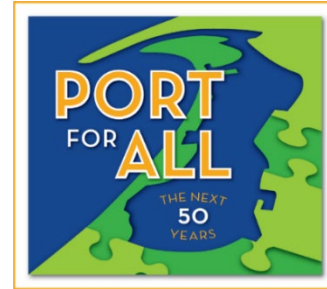
Cook + Schmid overcame NIMBY opposition and successfully supported the completion of 18 permanent supportive housing developments. Cook + Schmid worked closely with community and industry partners involved in homeless and mental health issues to develop a successful campaign to overcome the stigma around these issues and permanent supportive housing. Cook + Schmid used both qualitative and quantitative studies to analyze supportive housing opposition, including key informant interviews, a Countywide survey, and focus groups. Based on the research and situational analysis, Cook + Schmid developed a two-pronged, comprehensive, and integrated plan designed to both change attitudes regionwide and to minimize opposition to individual supportive housing developments. During the five-year contract, Cook + Schmid was able to overcome opposition and realize the successful completion of 18 permanent supportive housing developments throughout the region.



Project Manager	Piedad Garcia, Assistant Deput Director Department of Mental Health
Contact Information	(858) 514-3191 Piedad.garcia@sdcounty.ca.gov

Port of San Diego

Port For All



Cook + Schmid supported the development of the Vision and Guiding Principles for the Port of San Diego’s 50-year Master Plan Update. The Cook + Schmid outreach team developed a comprehensive list of stakeholders that were critical for engagement. The list included elected officials, community leaders, Port tenants, businesses, resident groups, and Port leadership. Cook + Schmid followed its “Concentric Circles of Influence” strategy, engaging first with those most familiar with the Port and its issues, and then working outward to stakeholder groups, and finally the general public. Tactics included one-on-one interviews, community meetings, a survey, social media, on-line content, and presentations to community and business groups. Cook + Schmid was successful in building trust in the process and the Vision and Guiding Principles were passed unanimously by the Port Commissioners with only positive comments from the public. The program was recognized with the AIA’s President’s award for its comprehensive public outreach.

Project Manager	Rita De La Fuente, Public Affairs Consultant De La Fuente Strategies
Contact Information	(858) 344-5092 rita@connectingsd.com

County of San Diego

Tri-City Psychiatric Health Facility



The County’s Health and Human Services department contracted with Cook + Schmid to help with neighborhood opposition to the construction of a Psychiatric Health Facility in Oceanside. Cook + Schmid developed a strategy to engage with community members through a variety of tactics that included one-on-one meetings, community group meetings, on-line engagement, and work with elected officials. The strategy also included the development of factual informational materials that could be used proactively to communicate with community members. Through a six-month process, Cook + Schmid built trust with the community and dispelled misinformation that had led to the opposition. In addition, the County made changes to the design of the project to address community concerns. The project was passed by the Oceanside Community Planning Commission without any opposition. Several neighbors who had formerly opposed the project spoke in favor of the facility at the Planning Commission meeting.

Project Manager	Jiri Rutner, Chief of Business Operations Behavioral Health Services
Contact Information	(619) 436-7309 Jiri.rutner@sdcounty.ca.gov

C-3 KEY PERSONNEL

The KMA, Cook + Schmid, and Cumming team will be led by seasoned professionals based in San Diego. The roles of key personnel for each firm are described below, with detailed professional resumes presented in the following pages.

KEYSER MARSTON ASSOCIATES, INC.

- Paul C. Marra, Managing Principal of the San Diego office, will serve as principal-in-charge for the overall contract with the City.
- Linnie A. Gavino, Principal, will serve as the project manager for the Task #2 Real Estate Advisory Support services.
- Kathleen H. Head, KMA President, will serve in a technical advisor capacity.
- These principals will be supported by senior professional staff members Reena Patel, Manager; Michael Tactay, Manager; and Reena Arvizu, Senior Associate.

COOK + SCHMID, LLC

- Jon S. Schmid, President & CEO, will serve as principal-in-charge for Task #1 Community Engagement services.
- Jaime Fong, Community Outreach Officer, will serve as project manager for Task #1 Community Engagement services.

CUMMING

- As needed, Cumming will support KMA on Task #2 with construction cost estimation and construction cost peer review for public facilities, infrastructure, and/or private development components. Ashok Patel, MRICS, will serve as principal-in-charge for this effort.



KEYSER MARSTON ASSOCIATES



Paul C. Marra
Managing Principal

Paul Marra is Managing Principal of KMA’s San Diego office. Paul has over 30 years of experience in real estate market and financial evaluation, fiscal and economic impact assessments, and public/private partnerships.

KEY ROLES

Areas of concentration include feasibility analyses for market-rate and affordable housing, developer solicitation and negotiations, assessment of development potential and revitalization strategies, and affordable housing policy and transactions.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions and Policy Analysis

- Assists numerous cities with developer selection and transaction structuring for multi-family, mixed-use, and affordable housing projects.
- Structures complex affordable housing transactions requiring layers of public funding such as Low Income Housing Tax Credits, tax-exempt bonds, Affordable Housing and Sustainable Communities funds, and other Federal and State programs.
- Prepares nexus studies and economic analyses to support inclusionary programs and affordable housing fees in numerous jurisdictions.

Mixed-Use Development and Transit-Oriented Development

- Analyzes feasibility of numerous housing developments, ranging from high-rise condominiums to in-fill and mixed-use projects.
- Assists cities and transit districts with developer selection and transaction structuring for multi-family and mixed-use developments at transit stations.

Public/Private Partnerships (P3s)

- Strategizes with cities to construct complex P3 transactions. Relevant experience includes Chula Vista Bayfront Resort Hotel and Convention Center, the Oceanside Pier Resort Hotel, and the repositioning of Horton Plaza as a high-tech employment center.

Economic Development

- Assists cities and urban planners to evaluate the potential for new in-fill and mixed-use development in older commercial districts, including creation of implementation strategies and infrastructure financing plans.

PROFESSIONAL MEMBERSHIPS

- Lambda Alpha International
- Urban Land Institute
- American Planning Association
- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego

EDUCATION / CREDENTIALS

- Johns Hopkins University – Bachelor’s degree, Sociology (graduated Phi Beta Kappa)



KEYSER MARSTON ASSOCIATES



Kathleen H. Head
President
Managing Principal

Kathleen (Kathe) Head is the President of KMA and the Managing Principal of the Los Angeles office. She joined the firm in 1983 and manages the firm’s affordable housing practice. Kathe also provides public and private clients with real estate economic analysis for a wide variety of land uses.

KEY ROLES

Kathe plays a key role in structuring affordable housing transactions, strategy development, policy analyses and program creation for housing successors to former redevelopment agencies, cities, and counties throughout California. She also actively participates in crafting California legislative housing initiatives.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions

Kathe advises clients in structuring a wide variety of affordable housing projects, with transactions ranging from the complex leveraging and layering of multiple funding sources for multi-phased mixed-use projects to the simple acquisition and rehabilitation of single buildings. Her involvement with projects ranges from the initial creation of RFP/Qs for developer solicitation to the negotiation and implementation of the agreement that will guide the development. She has experience with a wide array of regional, State, and Federal assistance sources.

Affordable Housing Strategies / Policies

Kathe has assisted in creating much of the major affordable housing legislation enacted by the State of California. Utilizing that expertise, she has assisted several cities in developing comprehensive strategies for fulfilling both the legal requirements and the client’s policy goals and objectives.

Affordable Housing Programs

Kathe has participated in the creation of over 30 inclusionary housing programs. These programs are designed to assist the jurisdiction in fulfilling the unmet need for affordable housing as defined in the Regional Housing Needs Assessment goals that are identified for Housing Element purposes. Her role includes the recommendation of the appropriate requirements to be applied by each jurisdiction, the accompanying economic burden analysis, and in-lieu fees studies. She has assisted numerous clients in the creation of programs that comport with the Government Code Section 65915 et. seq. requirements and has analyzed density bonus proposals for jurisdictions throughout Southern California. Kathe has also assisted in the creation of home buyer programs, rehabilitation loan programs, and programs targeting specific neighborhoods for a variety of affordable housing activities.

PROFESSIONAL MEMBERSHIPS

Kathe has taught courses related to Disposition and Development Agreements, the Developer Selection Process, Advanced Affordable Housing and Inclusionary Housing. She has been a guest lecturer at the UCLA Anderson School of Business and the USC and UCLA Planning Schools, among others.

EDUCATION / CREDENTIALS

University of California Los Angeles – Master’s degrees, Business Administration and Urban Planning; Bachelor’s degree, History



KEYSER MARSTON ASSOCIATES



Linnie A. Gavino
Principal

Linnie Gavino is Principal in the San Diego office of KMA. She joined the firm in 1997.

KEY ROLES

Specializing in affordable housing, Linnie has comprehensive experience with projects subject to Low Income Housing Tax Credits, tax-exempt financing, and other affordable housing guidelines. Her areas of concentration include market and financial analyses for market-rate and affordable housing, economic development strategies for cities and communities, and fiscal and economic impact analysis.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Policy Analysis

- Prepares financial analyses to support inclusionary affordable housing regulations.
- Quantifies the linkages between new market-rate units and the demand for affordable housing.
- Evaluates the impact of inclusionary housing requirements on the feasibility of market-rate residential development.
- Provides technical studies analyzing the feasibility of potential affordable housing incentives.

Affordable Housing Transactions

- Analyzes the market and financial feasibility of residential developments, including market-rate, affordable, mixed-income, and mixed-use transactions.
- Identifies loan or grant funds needed from local, State, and Federal funding sources for the development of affordable housing.
- Assists cities in the selection of qualified affordable housing developers to develop affordable housing in their communities.
- Supports local jurisdictions in the negotiation of business terms and financial terms of proposed affordable housing developments.

Land Use Economics

- Provides a range of financial feasibility related services including the collection and review of market data, formulation of development concepts, financial pro forma analysis, preparation of multi-year cash flow models, developer negotiations, and transaction structuring.

PROFESSIONAL MEMBERSHIPS

- San Diego Housing Federation
- Circulate San Diego

EDUCATION / CREDENTIALS

- University of California, Los Angeles – Master’s degree, Urban Planning
- San Diego State University – Bachelor’s degree, Public Administration



KEYSER MARSTON ASSOCIATES



Reena S. Patel
Manager

Reena Patel is a Manager in the San Diego office of KMA. She joined the firm in 2003.

KEY ROLES

Specializing in affordable housing, Reena has comprehensive experience with projects subject to Low Income Housing Tax Credits, tax-exempt financing, State funding, and other affordable housing guidelines. Her areas of concentration include financial analyses for market-rate and affordable housing; developer solicitation, selection, evaluation, and negotiations; and transaction structuring.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions

- Analyzes the market and financial feasibility of market-rate, affordable housing, mixed-income, and mixed-use transactions.
- Identifies loan or grant funds needed from local, State, and Federal funding sources for the development of affordable housing.
- Assists cities in the selection of qualified affordable housing developers to develop affordable housing in their communities.
- Supports local jurisdictions in the negotiation of business terms and financial terms of proposed affordable housing developments.

Developer Solicitation and Selection

- Prepares developer solicitation documents to assist cities in fulfilling their goals and objectives for the disposition of publicly-owned land.
- Reviews development proposals with respect to developer teams' financial capacity and the financial feasibility of proposed projects.
- Participates in developer interviews, selection, and negotiations.

Financial Feasibility

- Provides a range of financial feasibility related services including the collection and review of market data, formulation of development concepts, financial pro forma analysis, preparation of multi-year cash flow models, developer negotiations, and transaction structuring.

Developer Capacity Reviews

- Reviews development experience of affordable housing developers including developer's staffing, organizational structure, real estate portfolio, and pipeline to determine if the developer has recent, similar, and successful experience developing and operating comparable projects.

PROFESSIONAL MEMBERSHIPS

- San Diego Housing Federation
- Circulate San Diego

EDUCATION / CREDENTIALS

- University of San Diego – Master's degree, Business Administration with a focus of Real Estate and Finance
- University of California, Irvine – Bachelor's degree, Psychology



KEYSER MARSTON ASSOCIATES



Michael D. Tactay
Manager

Michael Tactay is a Manager in KMA's San Diego office. He joined KMA in 2014 and has contributed to and led a variety of projects ranging from urban street retail to large, master-planned communities.

KEY ROLES

Michael has worked closely with numerous public agencies to analyze fiscal and economic impact of proposed developments, infrastructure and public facilities financing, and economic revitalization strategies.

SPECIFIC AREAS OF EXPERTISE

Mixed-Use Development and Transit-Oriented Development

- Conducts focused market research related to supply and demand factors for potential mixed-use and multi-family development on sites planned for transit-oriented development.
- Prepares financial feasibility analyses for various land uses, including multi-family residential, student housing, retail, and office.
- Evaluates developer proposals, including review financial pro forma, proposed ground rent payment, and recommended business terms.
- Relevant experience includes the evaluation of development proposals at the Grantville trolley station for the San Diego Metropolitan Transit System .

Fiscal and Economic Impact Analyses

- Conducts fiscal impact analyses of individual projects as well as build-out of community and specific plans, estimating impact on the revenue and expenditures of cities' General Fund budgets.
- Projects the economic impact of small and large-scale projects, estimating the number of jobs, payroll, and economic output.
- Relevant experience includes evaluating the economic impacts of the Chula Vista Bayfront Resort Hotel and Convention Center.

Infrastructure and Public Facility Finance

- Evaluates the feasibility of infrastructure financing mechanisms, including Enhanced Infrastructure Financing Districts (EIFDs), Infrastructure Revitalization Financing Districts (IRFDs), and Community Revitalization and Investment Authorities (CRIAs).
- Assists in formation of tax increment financing districts and preparation of financing plans and related documents.
- Relevant experience includes assisting in the formation of the Otay Mesa EIFD, the second EIFD formed in the State of California

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- San Diego Housing Federation
- Urban Land Institute
- Citizens Coordinate for Century 3
- Circulate San Diego

EDUCATION / CREDENTIALS

- University of California, Irvine – Bachelor's degrees, Economics and Political Science
- University of San Diego – Certificate in Real Estate Finance, Investments and Development



KEYSER MARSTON ASSOCIATES



Reena M. Arvizu
Senior Associate

Reena Arvizu is a Senior Associate in the San Diego office of KMA, with over 20 years of industry experience.

KEY ROLES

Specializing in performing market, financial, and economic impact analyses, Reena also possesses experience as a Special Financing Districts Administrator, assisting agencies with maintenance assessment district processes, levying of special taxes and assessments, and providing municipal bond disclosure in compliance with Federal requirements.

SPECIFIC AREAS OF EXPERTISE

Affordable Housing Transactions and Policy Analysis

- Provides technical studies analyzing the feasibility of potential affordable housing incentives.
- Estimates the impacts and potential cost savings to real estate developers resulting from in-lieu fee programs.
- Analyzes developer proposals submitted to public agency's notices of funding availability (NOFA) including evaluating developer qualifications, modeling financial pro forma assumptions, and identifying issues for agency consideration.

Market Analysis and Project Feasibility

- Conducts market assessments for a range of land uses, including multi-family and single-family residential, retail/restaurant, industrial/office development, and recreational/public amenities.
- Analyzes demographic and economic trends, considers market performance factors for each land use sector, and estimates achievable absorption by land use type.
- Identifies key opportunities for community revitalization and economic development.

Infrastructure and Public Facility Finance

- Assists public agencies in the evaluation and feasibility of infrastructure financing mechanisms.
- Prepares EIFD models to analyze the potential funding that can be supported by new private development to fund public infrastructure and capital improvements.
- Prepares recommendations for implementation and financing approaches to revitalize neighborhoods and communities.

PROFESSIONAL MEMBERSHIPS

- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego
- American Planning Association

EDUCATION / CREDENTIALS

- University of San Diego – Certificate in Real Estate Finance, Investments, and Development



Jon Schmid



626 Savoy St., San Diego, CA 92106 | 619-814-2370 | jschmid@cookandschmid.com

EMPLOYMENT BACKGROUND AND ACCOMPLISHMENTS

Cook + Schmid - San Diego, CA
President & CEO

2006 - Present

- Responsible for strategic direction and business development of Cook + Schmid as well as client service
- Manage client accounts ranging from privately and publicly held companies to large public works projects and non-profits
- Lead media training and writing/editorial programs
- Community involvement includes: board seats with the San Diego Natural History Museum, San Diego Maritime Museum, San Diego Taxpayers Association. Graduate of LEAD San Diego, active on Biocom communications committee, the San Diego Wooden Boat Festival annual benefit for the Challenged America

Gable-Cook-Schmid Public Relations – San Diego, CA
Co-Founder, Partner

2001-2006

- Responsible for strategic direction and business development of GCS-PR
- Led the growth of GCS-PR from a startup in 2001 into the seventh largest public relations firm in San Diego with nearly \$2.5 million in gross revenues in 2005

The Gable Group – San Diego, CA
Manager of Research and Media Relations/Account Supervisor

2000 – 2001

- Introduced innovative research tools that provided a distinctive competitive advantage for the firm
- Led company-wide efforts in media relations, establishing a new benchmark for client results
- Managed accounts in biotechnology, technology, real estate

Port Townsend, WA and San Diego, CA
Freelance Journalist

1999 – 2000

- Regular contributor to sailing and traditional boating publications
- Studied and practiced wooden boat construction and repair

The Chicago Sun-Times – Chicago, IL
Reporter

1995-1999

- Award winning investigative reporter and environmental journalist
- Twice nominated for the Pulitzer Prize in investigative reporting
- Newsroom expert in the internet, data analysis and quantitative methods as tools for journalists

The Raleigh News & Observer – Raleigh, NC
Database Editor

1993-1995

- Industry-wide pioneer in data analysis and quantitative methods for reporters
- Produced award-winning stories employing social science research methods, statistical analysis and investigative reporting
- Focused on long-term investigative reporting

Missouri Institute for Computer Assisted Reporting (MICAR) – Columbia, MO
Assistant to the Director

1991-1993

- Conducted data analysis for major national news outlets
- Ran day-to-day operations of the Institute, including management of three staff
- Organized and taught quarterly, week-long boot-camps in computer-assisted reporting for professional journalists
- Wrote a comprehensive book on computer-assisted reporting, published by MICAR

EDUCATION

- Master's Degree in Journalism, University of Missouri (1993)
- Bachelor's Degree in History and Political Science, Point Loma College (1988)



Jaime Fong



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EMPLOYMENT BACKGROUND AND ACCOMPLISHMENTS

Cook + Schmid - San Diego, CA
Community Outreach Officer

2020 - Present

- Support all community outreach programs for firm, including public engagement programs, noticing for construction projects, and tracking and responding to business and resident inquiries.
- Coordinate public engagement events and support efforts to capture public input.
- Implement public engagement and community outreach projects including the West Mission Bay Drive Bridge Replacement Project, multiple Sewer & AC Water City Capital Improvement Programs (CIPs), SANDAG Regional Transportation Study and the Port of San Diego Harbor Drive Multimodal Corridor Study.
- Produced data and metrics to create efficient plans for field outreach and operations.
- Created and assisted in various direct-to-consumer advertising such as newsletters, social media postings and other dynamic media.
- Maintained communication with internal and external parties to ensure broadcast segments were carried out successfully.
- Devised multiple photo opportunities for use in social media and other assorted digital marketing platforms.
- Cultivated strong communication with clients by attending weekly and bi-weekly meetings to ensure goals and ambitions are met.
- Assisted internally and externally with team members and clients to ensure short-term and long-term objectives are met.

Cook + Schmid - San Diego, CA
Account Coordinator

2017- 2020

- Implemented public relations tasks for various City CIP's and their respective project contractors.
- Frequently attended multiple City Community Planning Group meetings while also documenting and implementing their information into various public outreach strategies.
- Continually fostered active communication between City contractors and the public in which they interact with to promote transparency in City Capital Improvement Programs (CIP) progression and how it impacts communities.
- Surveyed large work areas of City CIPs to analyze and gain consensus on public's view of ongoing construction projects within their local communities.

Cook + Schmid – San Diego, CA
Public Relations Intern

2016 - 2017

- Assisted in community and commercial outreach tasks to raise awareness of City Capital Improvement Programs (CIP).
- Managed and documented various community and commercial inquiries stemming from City CIP's.

EDUCATION

- Southwestern College, Chula Vista, CA
- University of California San Diego, San Diego, CA



Ashok Patel, MRICS

Managing Director



Ashok has worked in the construction industry since 1983. He is experienced in all aspects of cost management for the civil, structural, and architectural disciplines. Ashok's responsibilities include all phases of estimates, quality control/quality assurance (QA/QC), and value engineering. He is involved with projects from the master plan stage through all design milestones as well as change order analysis/negotiations.

He has provided cost management services on projects ranging in value up to \$1 billion. Ashok has a broad range of experience in various sectors including health care, science and technology, educational, civic, military, recreation, correctional, industrial, and public works.

Education

Bachelor of Science, Quantity Surveying, Greenwich University, London, UK

Certifications

Chartered Member, Royal Institution of Chartered Surveyors (MRICS), No. 0080274, 1988

Affiliations

American Society of Professional Estimators, No. 34608254

U. S. Green Building Council, No. 1930322853163532

Representative Experience

Government Offices / City – County – State - Federal

City of Carlsbad, New Maintenance & Operations Facility Bridging Docs, Carlsbad, CA

City of Carlsbad, Proposed Regional Communications System Antenna Tower

Feasibility at Ellery Reservoir Site, Carlsbad, CA

City of Carlsbad, Public Safety & Service Center Renovation, Carlsbad, CA

City of Del Mar, New City Hall/Town Hall w-Plaza & Parking, Del Mar, CA

City of El Centro, Former Shopping Center Repurposing Master Development Plan & New City Library, El Centro, CA

City of Palm Springs, New Downtown Event Center with Open Air Amphitheatres & Park, Palm Springs, CA

City of San Diego, Santa Cruz Avenue Access Stairs-Walkway-Footbridge Repair/Replacement Study, San Diego, CA

County of San Diego Health & Human Services Agency, Rosecrans Facility Office-Lab-Server Room TIs, San Diego, CA

County of San Diego, Air Pollution Control District Bldg. HVAC System Upgrades, San Diego, CA

County of San Diego, Air Pollution Control District Office Renovation, San Diego, CA

County of San Diego, Animal Shelter Master Plan, San Diego, CA

County of San Diego, County Administration Center Renovation/Reuse Project – Option 1 Update, San Diego, CA

County of San Diego, East Regional Family Resource Center Renovation Assessment, El Cajon, CA
County of San Diego, Hall of Justice Cooling Coil Replacement & MEP System Modifications, San Diego, CA
County of San Diego, Historic Administration Center Major Systems Renovation, San Diego, CA
County of San Diego, Housing & Community Dev. Office Bldg. Roof Replacement and Interior Improvements, San Diego, CA
County of San Diego, Housing & Community Development Office Building Renovations, San Diego, CA
County of San Diego, New Live Well Center with Health & Social Services, San Diego, CA
County of San Diego, North County Regional Center/Courthouse Boiler Replacement, San Diego, CA
County of San Diego, Office Building Tenant Improvements, San Diego, CA
County of San Diego, South Bay Regional Center/Courthouse - Law Library Renovation, Chula Vista, CA
County of San Diego, Superior Court North County Regional Center Emergency Generator Replacement, Vista, CA
County of San Diego, Water Recycling Feasibility Study at 2 Co. Laundry Facilities, San Diego, CA

Mixed-Use

7th and Market Project, Peer Review of Three Mixed-Use Development Proposals, San Diego, CA
Coronado Ferry Landing Redevelopment, New Mixed-Use Dev. with Hotel-Office-Retail-Restaurants-Marine Amenities, Coronado, CA
Fox Plaza, New Mixed-Use (Retail-Restaurant-Condos) Development Cost Analysis/Economic Assessment, Riverside, CA
Mixed-use Development, Offices with Multi-Story Car Park-Leisure Hall-Shopping Complex, UK
North Park Mixed-Use Development, Two Residential-Retail-Office Dev. Schemes Feasibility Study, San Diego, CA
Park and Market Project, Peer Review of Two Mixed-Use Development Proposals, San Diego, CA
San Diego State University, Proposed Mixed-Use Redevelopment w-Housing-Hotel-Retail-Stadium-Parking, San Diego, CA

Residential

Miralon Residential Development, New Clubhouse Complex w-Pool-Fitness Ctr.-Clubhouse-Conference Rooms-Kitchen-Restrooms, Palm Springs, CA

Naval Base Coronado, P-878 Replace Inadequate Barracks with New 150-Module Housing Complex, Coronado, CA

Ouchi Courtyards, Affordable Housing Apt. Complex Cost Peer Review, San Diego, CA
San Diego Housing Commission, Cypress - A New Affordable Housing Apartment Building, San Diego, CA

The Grande Colonial Hotel, Feasibility Study of Four Proposed Condo Dev. Options for Historic Apt. Buildings, La Jolla

Retail

Fashion Valley Mall, AH-4 Addition, La Mesa, CA

Fox Plaza, Mixed-use Development Retail-Restaurant-Condos, Riverside, CA

Island's Restaurant, Build-Out of New Restaurant Interior & Patio, Carlsbad, CA

Kamehameha Schools Portfolio Property - Block F Project, Specialty Retail Center Redevelopment, Honolulu, HI

Marina Marketplace, Specialty Retail/Restaurant Redevelopment CO Review, Marina Del Rey, CA

New Chevron Gas Stations, Danville and Riverbank, CA

Additional Representative Experience

Southern CA Edison, Cost Mgmt. Various Service Centers-Office Buildings-Substations, 30+ Locations, CA

Project cost director and client liaison for a multi-project program in support of SCE's Corporate Real Estate and Facilities Management groups. Projects included new construction, remodels, renovations, upgrades, expansions, and relocations of office buildings, operation centers, road work, service centers, maintenance facilities, aircraft hangers, and data centers at more than 30 locations throughout Southern California.

Tab C

Cost / Price Proposal

LABOR CLASSIFICATIONS

Pursuant to Section G. Pricing Schedule of the RFP, the following chart presents the labor classifications, position titles, and fully burdened hourly rates for the KMA and Cook + Schmid personnel that will be assigned to this contract and meet the RFP definitions of “Principal” and “Project Manager” (Section D. Labor Classifications).

Labor Classification	Position Title	Fully Burdened Hourly Rate
Keyser Marston Associates, Inc.		
Principals	President	\$305
	Managing Principal	\$305
	Principal	\$275
Project Managers	Manager	\$245
	Senior Associate	\$205
Cook + Schmid, LLC		
Principals	President & CEO	\$310
Project Managers	Community Outreach Manager	\$200

BUDGET PROPOSAL

The KMA team recognizes the City’s total budget limit of \$625,000 for this work effort. We propose to allocate at least 25% of this budget to Cook + Schmid, as shown below. Upon selection, KMA and Cook + Schmid will work with City staff to develop a scope of services with specific limits on number of proposals/concepts to be evaluated, meetings, deliverables, drafts, and other parameters. Note that the KMA team is targeting a 30-month period to complete the work program including draft terms for DDA(s) with developer(s).

	Proposed Budget	Percentage
Cook + Schmid, LLC	\$156,250	25%
Keyser Marston Associates, Inc.	\$468,750	75%
Cumming ⁽¹⁾	TBD	TBD
Total Budget	\$625,000	100%

(1) As needed, Cumming budget will be allocated from KMA portion of total budget.










Contract_RFP 10090031-23-V, Real Estate Advisory and Engagement Consulting Services

Final Audit Report

2023-07-31

Created:	2023-07-31
By:	Vanessa Delgado (CDelgado@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGmPo5KDbuleNK3TL8XJjVyZpjwTWvvnM

"Contract_RFP 10090031-23-V, Real Estate Advisory and Engagement Consulting Services" History

-  Document created by Vanessa Delgado (CDelgado@sandiego.gov)
2023-07-31 - 5:15:05 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2023-07-31 - 5:23:27 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2023-07-31 - 5:35:52 PM GMT- IP address: 98.176.73.217
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2023-07-31 - 5:36:57 PM GMT - Time Source: server- IP address: 98.176.73.217
-  Document emailed to bbyun@sandiego.gov for signature
2023-07-31 - 5:37:02 PM GMT
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2023-07-31 - 5:37:31 PM GMT- IP address: 156.29.5.191
-  Signer bbyun@sandiego.gov entered name at signing as Brian Byun
2023-07-31 - 5:37:57 PM GMT- IP address: 156.29.5.191
-  Document e-signed by Brian Byun (bbyun@sandiego.gov)
Signature Date: 2023-07-31 - 5:37:59 PM GMT - Time Source: server- IP address: 156.29.5.191
-  Agreement completed.
2023-07-31 - 5:37:59 PM GMT