

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089617-20-L FOR
CABRILLO RECREATION CENTER YOUTH PROGRAMS - AFTERSCHOOL PROGRAM,
SUMMER CAMPS, AND HOLIDAY BREAK CAMPS**

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) # 10089617-20-L FOR CABRILLO RECREATION CENTER YOUTH PROGRAMS - AFTERSCHOOL PROGRAM, SUMMER CAMPS, AND HOLIDAY BREAK CAMPS (Contractor).

RECITALS

On or about 12/19/2019, 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 youth programs 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.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The Effective Date of this Contract shall be June 1, 2020 provided that the Contract has been executed by the last party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40. 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 the Pricing Schedule, attached hereto as Exhibit E. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00 without prior City Council approval.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**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

Walter D Heyward
Proposer

3051 Canon St
Street Address

San Diego CA 92106
City

619 316-7552
Telephone No.

SDsource@gmail.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: [Signature]

Print Name: Kristina Peralta
Director, Purchasing & Contracting
Department

8 MAY 2020
Date Signed

BY:

Walter D. Heyward
Signature of
Proposer's Authorized
Representative

Walter D Heyward
Print Name

Owner
Title

1/19/2020
Date

Approved as to form this 25th day of
May, 20 20.
MARA W. ELLIOTT, City Attorney

BY: [Signature]
Deputy City Attorney

EXHIBIT A



ADDENDUM A

**REQUEST FOR PROPOSAL (RFP) FOR CABRILLO RECREATION CENTER YOUTH PROGRAMS
- AFTERSCHOOL PROGRAM, SUMMER CAMPS, AND HOLIDAY BREAK CAMPS**

Solicitation Number: 10089617-20-L

Solicitation Issue Date: December 19, 2019

Questions and Comments Due: 5:00 p.m. PT, January 7, 2020

REVISED Proposal Due Date and Time (Closing Date): 2:00 p.m. PT, January 21, 2020

Contract Terms: Five (5) years from the Effective Date as defined in Article I, section 1.2 of the City General Contract Terms and Provisions.

City Contact: Lisa Hoffmann, CPPB, Senior Procurement Contracting Officer,
Purchasing & Contracting Department, 1200 Third Avenue, Suite 200,
San Diego, California 92101
LHoffmann@sandiego.gov, (619) 236-6096

Submissions: Respondent is required to provide **two (2) originals***, **three (3) copies**, and **one (1) electronic copy** (e.g. thumb drive, or CD) of their response as described herein.

***Completed and wet signed RFP Contract Signature Page is required with each original submittal; or if addenda, completed and wet signed most recent RFP Addendum Contract Signature Page is required.**

Emailed submissions and eProposal submissions will not be accepted. Only paper proposals will be accepted.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting
Department

Telephone No.

Date Signed

E-Mail

BY:

Signature of
Proposer's Authorized
Representative

Print Name

Title

Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
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 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.

2.2 The Contractor Standards Pledge of Compliance Form.

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

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Reserved.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

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

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

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

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

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

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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.	<u>5</u>
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.	20
1. Qualifications and number of personnel adequate for requirement.	
2. Availability/geographical location of personnel for required tasks.	
3. Clearly defined roles/responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	50
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Minimum five (5) years of experience offering similar recreation programs for public service agencies.	
4. Business (or Business Office) and employees must reside in San Diego County.	
5. Past/Prior Performance.	
6. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
7. Reference checks.	
	15
D. Price.	
	10
E. Interview/Oral Demonstration/Presentation (if held pursuant to Section 3.3 above).	<u>10</u>
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:	<u>112</u>

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

D. ANNOUNCEMENT OF AWARD

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

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. 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. Reserved.

5. Reserved.

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

EXHIBIT B

SCOPE OF WORK

A. SPECIFICATIONS. Contractor shall provide the following Services: conduct the Cabrillo Youth Camp which shall be comprised of (1) afterschool program, (2) summer camps program and (3) holiday break camps program, at Cabrillo Recreation Center located at 3051 Cañon Street, San Diego, CA 92106, all as further set forth in this Exhibit B. Contractor shall collect children at the end of the school day from the schools listed below and transport children to Cabrillo Recreation Center using contractor’s vehicle.

- | | |
|----------------------------------|---------------------------|
| 1. Cabrillo Elementary School | 3120 Talbot Street |
| 2. Dana Middle School | 1775 Chatsworth Boulevard |
| 3. Loma Portal Elementary School | 3341 Browning Street |
| 4. Silver Gate Elementary School | 1499 Venice Street |
| 5. Sunset View Elementary School | 4365 Hill Street |

Contractor must have a minimum of five (5) years of full-time continuous experience running afterschool care and summer and holiday camp programs and providing the following services (as further described in this Exhibit B): supervising large groups of children within indoor and outdoor environments, enforcing classroom and behavioral management skills, implementing instructional activities, enforcing proper safety protocol for first Aid and CPR, following proper field trip procedures, and managing 3 or more staff members. Classes and Camps will not be conducted on the following City observed holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving, and Christmas. Contractor cannot collect monies on site for this program.

The Cabrillo Youth Camp must include daily purposefully planned activities that fulfill children’s need for physical activity and insure healthy social-emotional development. Behavior expectations, rules, procedures, and a daily routine must be established and uniformly implemented to provide children with the stability and predictability needed to feel comfortable and safe. Physical education model content standards for California public schools (<https://www.cde.ca.gov > documents > pestandards>) should be used to choose age appropriate games that target the development of fine and gross motor skills and promote aerobic activity. Structured team-based physical activities should facilitate peer collaboration, leadership and communication skills, sportsmanship, and self-esteem for a minimum of 60 minutes a day. When not engaged in structured games and activities, the Contractor should provide homework assistance. During playground time, children must be closely monitored.

1. AFTERSCHOOL PROGRAM. The afterschool program is designed for children between the ages of 5 - 12 years old that attend local schools in the Peninsula community throughout the school year. Contractor staff will collect children at the end of the school day using the contractor’s vehicle and deliver the pre-registered participants to the Cabrillo Recreation Center. Contractor will check rosters and complete a headcount to ensure all children are accounted for before leaving the school site.

The afterschool program shall meet five (5) days a week, with weekly or daily sessions, from the time instruction ends at local schools until 6:00pm. School dismissal times varies from 1:55pm to 3:35pm on regular days, and minimum day dismissal times varies from 12:15pm to 12:45pm. The minimum authorized enrollment for every session is 5 participants. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

SUMMER	June – August
FALL	September – November
WINTER	December – February
SPRING	March – May

2. SUMMER CAMPS PROGRAM. The summer camps program is designed for children between the ages of 5 - 12 years old during the summer break from school. The summer camps program is open to all children regardless of which school they attend. All field trips must be pre-approved by the Technical Representative. Prior to the City advertisement of the summer camps program, Contractor is required to set up a meeting with the Cabrillo Recreation Center Director and Area Manager to discuss field trip destinations and review Contractor's proposed safety protocols to ensure children are accounted for and safe throughout the entire outing.

The summer camps program meets five (5) days a week, with weekly or daily sessions, from 8:00 am until 5:30 pm. The minimum authorized enrollment for every session is 5 participants and the maximum enrollment authorized is 15 participants for daily sessions. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

3. HOLIDAY BREAK CAMPS PROGRAM. The holiday break camps program is designed for children between the ages of 5 - 12 years old during spring, winter and fall breaks from school. The holiday break programs are open to all children regardless of which school they attend. The holiday break camps program meets five (5) days a week, with weekly or daily sessions, from 8:00 am until 5:30pm. The minimum authorized enrollment for every session is 5 participants. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

B. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and/or performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

C. PROGRAM COSTS. The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor in Exhibit E, "Price Schedule" to this Contract.

D. STANDARD OF PERFORMANCE. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

City expects the result of Contractor's Services to be the enjoyment and increased knowledge, skill, and/or ability of program participants. Contractor has sole control over the manner and means of accomplishing this result; however, the City may monitor Contractor's performance under this Contract to ensure these results and that Contractor is complying with the terms of this Contract.

E. COMPENSATION. Contractor will be compensated for Services provided in accordance with Exhibit E to this Contract, excluding any fees that are refunded.

City will establish a Purchase Order based on the terms of this Contract. To be paid for each program provided, Contractor must submit an invoice to the City to initiate payment for services. Final invoice must be submitted within 15 days of completion of the program. The request to initiate payment must be

accompanied by the program activity number assigned to the program in the online registration software. Failure to list the program activity numbers may result in delay in payment.

F. CONTRACT SERVICES. The parties understand Contractor is responsible for performing the Services and has the sole discretion with regard to the manner and means in which these Services are performed. For the purposes of this Contract, the Contractor, Contractor's employees, and subcontractors will not be considered employees of the City for any purposes.

G. SUBCONTRACTING. Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Nothing contained in this Contract will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor to the terms of this Contract unless approved in writing by City in advance of subcontractor's commencement of any work under this Contract.

H. INSTRUCTOR(S) AND ASSISTANT(S). Contractor shall designate the instructor(s) and assistants for each program in Exhibit E to this Contract. Contractor may utilize, at Contractor's own expense, the instructors and assistant(s) listed in Exhibit E to this Contract to help perform the Services. Contractor may not utilize anyone who is not listed in Exhibit E to this Contract without obtaining the prior approval of the Technical Representative.

All instructors and assistants identified in Exhibit E to this Contract must complete the City's criminal history background check with Live Scan fingerprints, prior to such instructor or assistant performing any of the Services under this Contract.

Assistants must be at least 16 years of age and have a valid work permit. Assistants may not teach in place of the identified instructor without prior written approval of the Technical Representative. Assistants teaching in place of the identified instructor must be at least 18 years of age. Contractor is solely responsible for supervising the work of all instructors and assistant(s).

I. RATIO. Contractor is responsible for maintaining the following adult to child ratios:

1. Classes
 - 1.1. 1 Instructor for up to 15 participants (Ages 6 and up)
 - 1.2. 1 Instructor for up to 12 participants (Ages 5 and below)
2. Camps
 - 2.1. 1 Instructor for up to 15 participants (Ages 6 and up)
 - 2.2. 1 Instructor for up to 12 participants (Ages 5 and below)

J. BACKGROUND CHECK. Prior to performing any work under this Contract, Contractor, its employees, and any subcontractors must complete a criminal history background check with the City at Contractor's sole expense. The City reserves the right to require additional criminal history background checks periodically at its discretion and at the Contractor's sole expense. Should Contractor, Contractor's employees, or subcontractor's fail the City's criminal history background check, the City may immediately terminate this Contract and/or disqualify the Contractor from performing future services for the City.

K. MANDATED REPORTER(S). If a program is open to individuals under the age of 18 ("minors"), making Contractor, its employees, and any subcontractors "mandated reporters" within the meaning of

California Penal Code section 11165.7(a), Contractor will comply with the mandatory reporting requirements contained in California Penal Code section 11166.

L. MUSIC AND FILM. The Contractor shall not use, play or perform copyrighted music or film without appropriate licensing or other permission.

It shall be Contractor's sole responsibility to ensure it only uses or performs copyrighted materials for which the City has obtained a valid license. A current list of the City's license contracts can be provided upon request to the Technical Representative.

Should Contractor desire to use copyrighted materials for which the City does not have a license, Contractor shall obtain its own license from the appropriate licensing entity before Contractor uses the copyrighted materials. Contractor shall ensure that (1) the City is named in the license; (2) each City premise/location where Contractor intends to perform the music is identified in the license; and (3) Contractor has provided City with a fully executed copy of the license at least ten (10) days prior to the use or performance.

The City shall notify Contractor in writing of any other approved licensing entity and any additional Contractor requirements imposed upon Contractor by the City by virtue of its licensing contract with licensing entity.

M. PROGRAM ADVERTISEMENT. The City will advertise Contractor's program(s) in the applicable Community Seasonal Brochures and in any other manner the City determines is appropriate. Contractor may also advertise Contractor's program(s) in any manner Contractor determines is appropriate, subject to the prior written approval of the City. Contractor must obtain photo releases from any adult enrollee or the legal guardian of minors prior to any marketing or promotion with use of photos of enrollees.

N. PROGRAM ROSTER. The City will provide the Contractor a roster prior to the first program meeting. Contractor will notify the City if there are any discrepancies in the roster prior to the second program meeting. Contractor will not allow a person to participate in a program unless the person appears on the program roster and has signed a liability waiver form. The parent or legal guardian are required to agree and sign the liability waiver when they register for each program using the City's on-line class registration software.

O. ATTENDANCE. Contractor will mark each day's attendance on the class attendance sheet and submit the completed attendance sheet to the City at the end of the program.

P. CITY CANCELLATION. The City may cancel a program if the City does not receive registration from the minimum participants as specified in Section A, above, of this Exhibit B. Contractor will not be compensated for any program cancelled due to low enrollment.

Q. CONTRACTOR CANCELLATION AND RESCHEDULING CLASS DATE(S). Contractor may not cancel or reschedule a program meeting without prior approval of the Technical Representative. Contractors are solely responsible for informing enrollees of any cancellations or rescheduled programs.

R. USE OF CITY FACILITIES. City will allow Contractor to use the City facility(ies) identified by the City on the day(s) and at the time(s) indicated in Section A, above, of this Exhibit B. Contractor must abide by the start and end times of each program stated in Section A, above, of this Exhibit B.

S. SAFETY. Contractor will be required to comply with all City of San Diego Parks & Recreation Department's Safety Rules, including, but not limited to, the Child Safety and Supervision Procedures, if applicable, attached to this Contract as Exhibit F. The City of San Diego Parks and Recreation Department's Safety Rules will be provided, presented and disseminated to Contractor by City.

T. ADDITIONAL REQUIREMENTS. Contractor agrees to provide program information to the Cabrillo Recreation Center Director and public upon request. Information includes, but not limited to, a program description, adult to child ratios, and policies. The Cabrillo Recreation Center Director is the site supervisor responsible for facility management and recreational programming for their assigned facility.

Contractor agrees that should programs be canceled or start late, he/she is responsible for notification to City staff at the Cabrillo Recreation Center office and all participants listed on the City's program rosters.

Contractor agrees to make up all canceled program dates. Contractor agrees that make-up dates will be coordinated directly with the Cabrillo Recreation Center Director. If make-up dates cannot be accommodated within the scheduled season, participants will be refunded for missed dates and Contractor will not receive payment for refunded dates.

U. ADDITIONAL REQUIREMENTS FOR RESPONSE TO RFP

1. Executive Summary. As part of the Contractor's response to the Executive Summary of the RFP, Contractor shall provide documentation that demonstrates that the Contractor has a minimum of five (5) years of full-time continuous experience running afterschool care programs and summer and holiday break camp programs and providing the following services: supervising large groups of children within indoor and outdoor environments, enforcing classroom and behavioral management skills, and implementing instructional activities. In addition, the Contractor shall provide a brief summary of their understanding of the requirements of providing a large afterschool program and summer and holiday break camp program as detailed in Section A, above, of this Exhibit B.

2. Staffing Plan. Contractor shall verify that they have a business office and a program manager that reside in San Diego County and have adequate staffing to operate the Cabrillo Youth Program by providing a list of personnel with a clear description of their roles and responsibilities. The proposals should also include resumes for every individual that will provide the Services, and include all applicable certifications and training.

3. Resources. Contractor shall provide a list of resources or equipment that Contractor intends to utilize to provide a high-quality program.

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 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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.

EXHIBIT D
WAGE REQUIREMENTS

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**EXHIBIT E
PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below. Failure to provide pricing for each individual line of pricing on the "Program Price Tabulation" shall cause the Proposer's submittal to be rejected as non-responsive.

Program Price Tabulation				
Cabrillo Recreation Center	Number of Sessions	Estimated Participants per Session	Price Per Participant per Session	Estimated Price Per Year*
A. <u>AFTERSCHOOL PROGRAM:</u> Held on Monday thru Friday (5 days) for students 5 – 12 years old.				
After School – Half day	45	15	\$	\$ / YR
After School – Standard Day	135	15	\$	\$ /YR
Weekly – After School Standard Day – 5 days	33	15	\$	\$ / YR
Weekly – After School Standard Day – 4 days	5	15	\$	\$ / YR
TOTAL SECTION A, CLASSES:				\$ / YR
B. <u>CAMPS:</u> Held on Monday thru Friday (5 days) for students 5 – 12 years old.				
Daily Drop-in (1 day)	49	15	\$	\$ / YR
5-Day Camp	8	15	\$	\$ / YR
4-Day Camp	3	15	\$	\$ / YR
TOTAL SECTION B, CAMPS				\$ / YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$ /YR

* Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

PARK AND RECREATION TRAINING ATTENDANCE RECORD

Subject: Child Safety and Supervision Procedures (Refresher Training)

Description: Distributed and reviewed the CHILD SAFETY AND SUPERVISION PROCEDURES for:
 (a) PRESCHOOL AND DAY CAMP PROGRAMS
 (b) ACTIVITIES FOR CHILDREN AGES 6-12 YEARS
 (c) SPECIAL EVENTS AND OPEN PLAY

at every site where there are preschool-age programs (ex., tiny tots), day camps, activities for 6-12 year olds, special events or open play. Reviewed and posted in a prominent location in **all** facilities the Department Public Information Office flyer: WHAT TO DO WHEN A CHILD IS MISSING and WHEN A CHILD IS FOUND.

Audience: All paid staff (including grounds maintenance, recreation, and administrative employees), volunteers (registered including coaches), and contractual staff (who provide programs for preschoolers, 6-12 year olds, day camps, or special events).

Requirement: Required ANNUALLY for all Department employees, volunteers and contractors who work with children. This tailgate packet is available on the intranet: <http://citynet/training/tailgate/index.shtml>.
 (Updated 3/12)

Date: _____ **Start Time:** _____ **End Time:** _____

Location: _____ **Presenter:** _____

If presenter is Park and Recreation Department employee, indicate Employee I.D. Number: _____

	<u>Employee I.D. Number</u>	<u>Print Name</u>	<u>Job Class</u>	<u>Signature</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____

Check method(s) used in this training to demonstrate each attendee listed learned key points:

Verbal response to questions Written test

On-site demonstration of task Other: _____

Division: _____ **District Manager:** _____

Supervisor (of those in attendance): _____ **Phone No.** _____

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR PRESCHOOL-AGE AND DAY CAMP PROGRAMS

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. For activities that are 60 minutes or less, according to the stated time (e.g., peewee sports, tumbling), a class roster may substitute for sign in/sign out procedure: attendance must be taken at the beginning of the activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. In preschool-age programs, minimum adult supervision is one paid staff member or registered volunteer per 12 children. In day camp programs, minimum adult supervision is one paid staff member or registered volunteer per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. Restroom breaks (as a group) should be routinely scheduled for the participants. No child will ever go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian. With the permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245. Updated 3/12

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR ACTIVITIES FOR CHILDREN AGES 6 – 12 YEARS
(Classes, Field Trips, Youth Sports, Tournaments, Etc.)

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. A class roster may substitute for sign in/sign out procedure: attendance must be taken at the beginning of activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. At least one paid staff member or registered volunteer shall be provided per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day, unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. No child will go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian; with permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245.

Updated 3/12

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR SPECIAL EVENTS AND OPEN PLAY
(Usually No Registration Required, and No Direct Supervision)

Effective immediately:

1. No direct supervision is provided.
2. If there is an emergency, paid staff and registered volunteers must follow the site specific emergency plan.
3. If a child is reported missing, immediately get the assistance of paid staff, registered volunteer, or parent/guardian. Begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent/guardian if not present and call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
4. Site supervisor must do walk around site checks on a regular basis during program hours.
5. These procedures will be posted in a prominent location at all program sites.
6. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245. Updated 3-12

ATTENTION:

Staff, Volunteers and Contractors at All Parks, Pools, and Recreation Facilities

WHAT TO DO WHEN A CHILD IS MISSING

NEVER LEAVE A CHILD WHO IS PARTICIPATING IN A CITY OR CONTRACTUAL PROGRAM UNATTENDED DURING THE TIME THE CHILD IS ON SITE.

**If a Child Should Become Lost,
Follow this Step-By-Step Procedure to Ensure the Child's Safe Return.**

- 1) Conduct a count of all children present to confirm that a child is, in fact, missing.
- 2) Tell fellow staff members, volunteers, and contractors on site that a child is missing and provide a description of the child.
- 3) While a staff or volunteer supervises the other children, assign one or more staff or volunteers the task of searching the immediate area, including restrooms.
- 4) If the child is not located within three to five minutes, **call 911** and provide as much information to the police dispatcher as you can, including a description of the child, the location where you last saw the child, and the time that you last saw the child.
- 5) **Call Station 38 at 619/527-7663** and explain what occurred. Also, provide a description of the child, the location where you last saw the child, and the time you last saw the child. Request that Station 38 notify your Deputy Director right away.
- 6) **Contact the parent(s) or guardian(s) of the child** and explain that procedures for finding their child are being followed. Ask if another family member may have picked up the child, or if the child may have left the site to go somewhere familiar, like a friend's house nearby. If you receive any leads, call 911 and share the information with the police dispatcher.

WHAT TO DO WHEN THE CHILD IS FOUND

- 1) As soon as the child is found, **immediately contact the parent(s) or guardian(s)** and provide them with a description of how and where the child was found.
- 2) **Call 911** and provide the updated information to the police dispatcher along with a description of how and where the child was found.
- 3) **Call Station 38 at 619/527-7663** and explain how and where the child was found. Request that Station 38 notify your Deputy Director.



**IF YOU HAVE ANY QUESTIONS,
CALL THE PARK AND RECREATION DEPARTMENT
TRAINING OFFICE AT 619/525-8245**

April 27, 2020

VIA USPS & EMAIL TO: Sdsauce@gmail.com

Walter D Heyward
3051 Canon Street
San Diego, CA 92106

Subject: RFP No. 10089617-20-L, Cabrillo Recreation Center Youth Programs –
Afterschool Program, Summer Camps, and Holiday Break Camps

Dear Mr. Heyward:

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. No other exceptions to the RFP have been accepted. The Parties agree to as follows:

- 1. RFP, “EXHIBIT E, PRICE SCHEDULE”, page 1 of 2, and “EXHIBIT E, PRICE SCHEDULE” page 1 of 2 with handwritten “Revised See explanation” written in upper right-hand corner of page (see Attachment 1), submitted by Walter D Heyward with their proposal, shall be deleted in their entirety and replaced with the attached “EXHIBIT E, REVISED PRICE SCHEDULE” page 1 of 2, and page 1a of 2 (see Attachment 2). Accepted changes on Attachment 2, “EXHIBIT E, REVISED PRICE SCHEDULE” page 1 of 2, and page 1a of 2 are high-lighted in yellow with red print.**

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the Senior Procurement Contracting Officer at the address noted below.

Letter Agreeing to Exceptions
Effective: October 15, 2014
OCA Document No. 884843

April 27, 2020
RFP 10089617-20-L

Thank you for your assistance.

Sincerely,



Lisa Hoffmann, CPPB
Senior Procurement Contracting Officer

Attachments

This Letter is executed by the City and Contractor acting by and through their authorized officers.

WALTER D HEYWARD

By: Walter D. Heyward

Name: Walter D. Heyward

Title: owner / Director

Date: 4-30-20

THE CITY OF SAN DIEGO

By: 

Name: Kristina Peralta
Director

Title: Purchasing & Contracting

Date: 8 MAY 2020

ATTACHMENT 1

**EXHIBIT E
PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below. Failure to provide pricing for each individual line of pricing on the "Program Price Tabulation" shall cause the Proposer's submittal to be rejected as non-responsive.

Program Price Tabulation				
Cabrillo Recreation Center	Number of Sessions	Estimated Participants per Session	Price Per Participant per Session	Estimated Price Per Year*
A. AFTERSCHOOL PROGRAM: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
After School - Half day	45	15	\$ 30.00	\$20,250/YR
After School - Standard Day	135	15	\$ 24.00	\$48,600/YR
Weekly - After School Standard Day - 5 days	33	15	\$105/85 ^{5/10}	\$51,975/YR
Weekly - After School Standard Day - 4 days	5	15	\$ 85/70 ^{5/10}	\$ 6,375/YR
TOTAL SECTION A, CLASSES:				\$127,200/YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily Drop-in (1 day)	49	15	\$ 40.00	\$29,400/YR
5-Day Camp	8	15	\$180/140 ^{5/10}	\$21,600/YR
4-Day Camp	3	15	\$150/130 ^{5/10}	\$ 6,750/YR
TOTAL SECTION B, CAMPS				\$ 57,750/YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$184,950/YR

* Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

Walt D. Flynn

(There may be an additional cost to participant for field trip fees)

**EXHIBIT E
PRICE SCHEDULE**

*Revised
See explanation*

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below. Failure to provide pricing for each individual line of pricing on the "Program Price Tabulation" shall cause the Proposer's submittal to be rejected as non-responsive.

Program Price Tabulation <i>(Revised)</i>				
Cabrillo Recreation Center	Number of Sessions	Estimated Participants per Session	Price Per Participant per Session	Estimated Price Per Year*
A. AFTERSCHOOL PROGRAM: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
After School - Half day	42 45	8 15	\$ 30.00	\$ 10,680 / YR
After School - Standard Day	134 135	8 15	\$ 24.00	\$ 25,728 / YR
Weekly - After School Standard Day - 5 days	29 32	5 ¹⁵	\$105 / 485 ⁵¹⁶	\$ 15,225 / YR
Weekly - After School Standard Day - 4 days	5	5 ¹⁵	\$85 / 70 ⁵¹⁶	\$ 2,125 / YR
TOTAL SECTION A, CLASSES:				\$ 53,158 / YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily Drop-in (1 day)	65 42	12 15	\$ 40.00	\$ 31,200 / YR
5-Day Camp	9 8	10 ¹⁵	\$180 / 160 ⁵¹⁶	\$ 16,200 / YR
4-Day Camp	2 3	10 ¹⁵	\$150 / 130 ⁵¹⁶	\$ 3,000 / YR
TOTAL SECTION B, CAMPS				\$ 50,400 / YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$ 103,558 / YR

* Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

(There ~~is~~ ^{may be} an extra cost to participant for field trip fees*

Walt D. Hoy 1-20-20

ATTACHMENT 2

**EXHIBIT E
REVISED PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below. Failure to provide pricing for each individual line of pricing on the "Program Price Tabulation" shall cause the Proposer's submittal to be rejected as non-responsive.

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A. CLASSES: Held on Monday thru Friday (5 days) for students 5 – 12 years old.				
After School - Half day	45	15	\$30.00	\$20,250 / YR
After School – Standard Day	135	15	\$24.00	\$48,600 / YR
Weekly - After School Standard Day - 5 days	33	15	\$105/\$85 Sibling ¹	\$51,975 / YR
Weekly - After School Standard Day - 4 days	5	15	\$85/\$70 Sibling ¹	\$6,375 / YR
TOTAL SECTION A, CLASSES:				\$127,200 / YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 – 12 years old.				
Daily Drop-in (1 day)	49	15	\$40.00	\$29,400 / YR
5-Day Camp	8	15	\$180/\$160 Sibling ¹	\$21,600 / YR
4-Day Camp	3	15	\$150/\$130 Sibling ¹	\$6,750 / YR
TOTAL SECTION B, CAMPS				\$57,750 / YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$184,950 / YR

* Calculation: “Number of Sessions” x “Estimated Participants per Session” x “Price per Participant per Session” = “Estimated Price per Year”

Field Trips: There may be an additional cost to participants for Field Trips (i.e., movie ticket, entrance fees, activity fee, etc.). Additional costs for field trips will be paid by participants via the City’s registration process. Contractor will pay for all field trip costs on the day of the event and then submit an invoice to Parks and Recreation for services rendered which shall include field trip costs. Contractor shall provide a list of proposed field trips to the Technical Representative at least six (6) weeks in advance of the field trip. The proposed list shall include location of field trip, time frame of field trip, type of transportation, and any additional field trip cost to participants. All Field Trips must be pre-approved by the Technical Representative.

¹Sibling Rate – Reduced rate to be charged for each additional sibling that is enrolled by a family in the same “Class” or “Camp”. The original sibling is charged the regular rate, each additional sibling is charged the reduced rate.

RFP 10089617-20-L
Contract Pricing Effective June 1, 2020

**EXHIBIT E
REVISED PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

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Weekly - After School Standard Day - 5 days	33	15	\$105/\$85 Sibling ¹	\$51,975 / YR
Weekly - After School Standard Day - 4 days	5	15	\$85/\$70 Sibling ¹	\$6,375 / YR
TOTAL SECTION A, CLASSES:				\$127,200 / YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 – 12 years old.				
Daily Drop-in (1 day)	49	15	\$40.00	\$29,400 / YR
5-Day Camp	8	15	\$180/\$160 Sibling ¹	\$21,600 / YR
4-Day Camp	3	15	\$150/\$130 Sibling ¹	\$6,750 / YR
TOTAL SECTION B, CAMPS				\$57,750 / YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$184,950 / YR

* Calculation: “Number of Sessions” x “Estimated Participants per Session” x “Price per Participant per Session” = “Estimated Price per Year”

Field Trips: There may be an additional cost to participants for Field Trips (i.e., movie ticket, entrance fees, activity fee, etc.). Additional costs for field trips will be paid by participants via the City’s registration process. Contractor will pay for all field trip costs on the day of the event and then submit an invoice to Parks and Recreation for services rendered which shall include field trip costs. Contractor shall provide a list of proposed field trips to the Technical Representative at least six (6) weeks in advance of the field trip. The proposed list shall include location of field trip, time frame of field trip, type of transportation, and any additional field trip cost to participants. All Field Trips must be pre-approved by the Technical Representative.

¹Sibling Rate – Reduced rate to be charged for each additional sibling that is enrolled by a family in the same “Class” or “Camp”. The original sibling is charged the regular rate, each additional sibling is charged the reduced rate.

CITY OF SAN DIEGO PLANET BID BUSINESS PROPOSAL

**PROJECT: CABRILLO RECREATION CENTER YOUTH
PROGRAMS-AFTER SCHOOL PROGRAM, SUMMER
BREAK CAMPS & HOLIDAY BREAK CAMPS
#10089617-20-L**

**WALTER D HEYWARD
(DBA WALTER D HEYWARD ENTERPRISE)
Contact: Walter Heyward, Owner**

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

New
Closing
Date

ADDENDUM A


Request for Proposal (RFP) No. 10089617-20-L REVISED RFP CLOSING DATE: January 21, 2020
@ 2:00 p.m. PT

RFP for Cabrillo Recreation Center Youth Programs – Afterschool Program, Summer Camps, and Holiday Break Camps.

The following changes are hereby made effective as though they were originally shown and/or written:

1. The RFP closing date has been changed from January 20, 2020, to January 21, 2020 @ 2:00 p.m. Emailed submissions and eProposals will not be accepted. Only paper proposals will be accepted.
2. *Delete* Request for Proposal Cover Sheet and *replace* with the attached Addendum A Request for Proposal Cover Sheet.
3. *Delete* Request for Proposal Contract Signature Page 3 and *replace* with the attached Addendum A Request for Proposal Contract Signature Page 3.
4. *Add* a one (1) page document entitled, "Questions, Comments and Answers". (Note: This is for informational purposes only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT


Lisa Hoffmann, CPPB
Senior Procurement Contracting Officer
(619) 236-6096

January 15, 2020



ADDENDUM A

**REQUEST FOR PROPOSAL (RFP) FOR CABRILLO RECREATION CENTER YOUTH PROGRAMS
- AFTERSCHOOL PROGRAM, SUMMER CAMPS, AND HOLIDAY BREAK CAMPS**

Solicitation Number: 10089617-20-L

Solicitation Issue Date: December 19, 2019

Questions and Comments Due: 5:00 p.m. PT, January 7, 2020

REVISED Proposal Due Date and Time (Closing Date): 2:00 p.m. PT, January 21, 2020

Contract Terms: Five (5) years from the Effective Date as defined in Article I, section 1.2 of the City General Contract Terms and Provisions.

City Contact: Lisa Hoffmann, CPPB, Senior Procurement Contracting Officer,
Purchasing & Contracting Department, 1200 Third Avenue, Suite 200,
San Diego, California 92101
LHoffmann@sandiego.gov, (619) 236-6096

Submissions: Respondent is required to provide **two (2) originals***, **three (3) copies**, and **one (1) electronic copy** (e.g. thumb drive, or CD) of their response as described herein.

***Completed and wet signed RFP Contract Signature Page is required with each original submittal; or if addenda, completed and wet signed most recent RFP Addendum Contract Signature Page is required.**

Emailed submissions and eProposal submissions will not be accepted. Only paper proposals will be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089617-20-L FOR
CABRILLO RECREATION CENTER YOUTH PROGRAMS - AFTERSCHOOL PROGRAM,
SUMMER CAMPS, AND HOLIDAY BREAK CAMPS**

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) # 10089617-20-L FOR CABRILLO RECREATION CENTER YOUTH PROGRAMS - AFTERSCHOOL PROGRAM, SUMMER CAMPS, AND HOLIDAY BREAK CAMPS (Contractor).

RECITALS

On or about 12/19/2019, 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 youth programs 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.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The Effective Date of this Contract shall be June 1, 2020 provided that the Contract has been executed by the last party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40. 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 the Pricing Schedule, attached hereto as Exhibit E. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00 without prior City Council approval.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**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

CITY OF SAN DIEGO
A Municipal Corporation

Walter D Heyward
Proposer

BY:

3051 Canon St
Street Address

Print Name:

San Diego CA 92106
City

Director, Purchasing & Contracting
Department

619 316-7552
Telephone No.

Date Signed

SDsauce@gmail.com
E-Mail

BY:

Walter D. Heyward
Signature of
Proposer's Authorized
Representative

Walter D Heyward
Print Name

Owner
Title

1/19/2020
Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

Questions, Comments, and Answers
10089617-20-L

Question 1: Is it okay to mail the completed packet or does it need to be hand delivered and is one copy of all documents enough or are additional copies needed?

Answer 1: The completed packet may be mailed or hand delivered. Please see the Coversheet, Submissions which states "Respondent is required to provide two (2) originals*, three (3) copies, and one (1) electronic copy (e.g. thumb drive, or CD) of their response as described herein.

***Completed and wet signed RFP Contract Signature Page is required with each original submittal; or if addenda, completed and wet signed most recent RFP Addendum Contract Signature Page is required.**

Emailed submissions and eProposal submissions will not be accepted. Only paper proposals will be accepted."

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 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.

2.2 The Contractor Standards Pledge of Compliance Form.

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

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Reserved.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

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

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

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

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

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

4. **Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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.	5
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.	20
1. Qualifications and number of personnel adequate for requirement.	
2. Availability/geographical location of personnel for required tasks.	
3. Clearly defined roles/responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	50
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Minimum five (5) years of experience offering similar recreation programs for public service agencies.	
4. Business (or Business Office) and employees must reside in San Diego County.	
5. Past/Prior Performance.	
6. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
7. Reference checks.	
	15
D. Price.	
	10
E. Interview/Oral Demonstration/Presentation (if held pursuant to Section 3.3 above).	10
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. Reserved.

5. Reserved.

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

Exhibit 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 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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 subcontractor(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.

EXHIBIT D
WAGE REQUIREMENTS

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

PARK AND RECREATION TRAINING ATTENDANCE RECORD

Subject: Child Safety and Supervision Procedures (Refresher Training)

Description: Distributed and reviewed the CHILD SAFETY AND SUPERVISION PROCEDURES for:
 (a) PRESCHOOL AND DAY CAMP PROGRAMS
 (b) ACTIVITIES FOR CHILDREN AGES 6-12 YEARS
 (c) SPECIAL EVENTS AND OPEN PLAY

at every site where there are preschool-age programs (ex., tiny tots), day camps, activities for 6-12 year olds, special events or open play. Reviewed and posted in a prominent location in all facilities the Department Public Information Office flyer: WHAT TO DO WHEN A CHILD IS MISSING and WHEN A CHILD IS FOUND.

Audience: All paid staff (including grounds maintenance, recreation, and administrative employees), volunteers (registered including coaches), and contractual staff (who provide programs for preschoolers, 6-12 year olds, day camps, or special events).

Requirement: Required ANNUALLY for all Department employees, volunteers and contractors who work with children. This tailgate packet is available on the intranet: <http://citynet/training/tailgate/index.shtml>. (Updated 3/12)

Date: 1-20-20 **Start Time:** _____ **End Time:** _____

Location: _____ **Presenter:** _____

If presenter is Park and Recreation Department employee, indicate Employee I.D. Number: _____

Employee I.D. Number	Print Name	Job Class	Signature
1.	<u>Contractual STAFF / Walter D. Heyward</u>		<u>Walter D. Heyward</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

Check method(s) used in this training to demonstrate each attendee listed learned key points:

Verbal response to questions Written test

On-site demonstration of task

Other: I read the information for child safety and procedures

Division: _____ **District Manager:** _____

Supervisor (of those in attendance): _____ **Phone No.** _____

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR PRESCHOOL-AGE AND DAY CAMP PROGRAMS

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. For activities that are 60 minutes or less, according to the stated time (e.g., peewee sports, tumbling), a class roster may substitute for sign in/sign out procedure: attendance must be taken at the beginning of the activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. In preschool-age programs, minimum adult supervision is one paid staff member or registered volunteer per 12 children. In day camp programs, minimum adult supervision is one paid staff member or registered volunteer per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. Restroom breaks (as a group) should be routinely scheduled for the participants. No child will ever go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian. With the permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245.

Updated 3/12

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR ACTIVITIES FOR CHILDREN AGES 6 – 12 YEARS
(Classes, Field Trips, Youth Sports, Tournaments, Etc.)

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. A class roster may substitute for sign in/sign out procedure; attendance must be taken at the beginning of activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. At least one paid staff member or registered volunteer shall be provided per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day, unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. No child will go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian; with permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245.

Updated 3/12

City of San Diego Park & Recreation Department
CHILD SAFETY AND SUPERVISION PROCEDURES
FOR SPECIAL EVENTS AND OPEN PLAY
(Usually No Registration Required, and No Direct Supervision)

Effective immediately:

1. No direct supervision is provided.
2. If there is an emergency, paid staff and registered volunteers must follow the site specific emergency plan.
3. If a child is reported missing, immediately get the assistance of paid staff, registered volunteer, or parent/guardian. Begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent/guardian if not present and call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
4. Site supervisor must do walk around site checks on a regular basis during program hours.
5. These procedures will be posted in a prominent location at all program sites.
6. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
 - Emergency Procedures (site specific)
 - Child Abuse Reporting (for mandated or non-mandated reporters)
 - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245.

Updated 3-12

ATTENTION:

Staff, Volunteers and Contractors at All Parks, Pools, and Recreation Facilities

WHAT TO DO WHEN A CHILD IS MISSING

NEVER LEAVE A CHILD WHO IS PARTICIPATING IN A CITY OR CONTRACTUAL PROGRAM UNATTENDED DURING THE TIME THE CHILD IS ON SITE.

**If a Child Should Become Lost,
Follow this Step-By-Step Procedure to Ensure the Child's Safe Return.**

- 1) Conduct a count of all children present to confirm that a child is, in fact, missing.
- 2) Tell fellow staff members, volunteers, and contractors on site that a child is missing and provide a description of the child.
- 3) While a staff or volunteer supervises the other children, assign one or more staff or volunteers the task of searching the immediate area, including restrooms.
- 4) If the child is not located within three to five minutes, **call 911** and provide as much information to the police dispatcher as you can, including a description of the child, the location where you last saw the child, and the time that you last saw the child.
- 5) **Call Station 38 at 619/527-7663** and explain what occurred. Also, provide a description of the child, the location where you last saw the child, and the time you last saw the child. Request that Station 38 notify your Deputy Director right away.
- 6) **Contact the parent(s) or guardian(s) of the child** and explain that procedures for finding their child are being followed. Ask if another family member may have picked up the child, or if the child may have left the site to go somewhere familiar, like a friend's house nearby. If you receive any leads, call 911 and share the information with the police dispatcher.

WHAT TO DO WHEN THE CHILD IS FOUND

- 1) As soon as the child is found, **immediately contact the parent(s) or guardian(s)** and provide them with a description of how and where the child was found.
- 2) **Call 911** and provide the updated information to the police dispatcher along with a description of how and where the child was found.
- 3) **Call Station 38 at 619/527-7663** and explain how and where the child was found. Request that Station 38 notify your Deputy Director.



**IF YOU HAVE ANY QUESTIONS,
CALL THE PARK AND RECREATION DEPARTMENT
TRAINING OFFICE AT 619/525-8245**

TAB A
SUBMISSION OF INFORMATION AND FORMS

- **Contractor Standards Pledge of Compliance**
- **Equal Opportunity Contracting forms**
 - **Contractors Certification of Pending Actions**
 - **Work Force Report**
- **Living Wage Ordinance Certification of Compliance**
- **Additional Information as Required in Exhibit B
Scope of Work**

2.2

**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:

CABRILLO RECREATION CENTER YOUTH PROGRAMS- AFTER SCHOOL PROGRAM SUMMER BREAK
AND HOLIDAY BREAK CAMPS #10089617-20-L

B. BIDDER/PROPOSER INFORMATION:

WALTER D HEYWARD		WALTER D HEYWARD ENTERPRISE	
Legal Name		DBA	
3051 CANON ST	SAN DIEGO	CA	92106
Street Address	City	State	Zip
WALTER HYWARD, OWNER	619 316-7552		
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.

WALTER D HEYWARD	OWNER
Name	Title/Position
SAN DIEGO, CA	ALSO CITY OF SAN DIEGO PART TIME EMPLOYEE
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER 100% INTEREST DIRECTLY	
Interest in the transaction	

JESSICA M BATTAGLIA	VOLUNTEER
Name	Title/Position
SAN DIEGO CA	RETIRED CITY OF SAN DIEGO EMPLOYEE
City and State of Residence	Employer (if different than Bidder/Proposer)
INDIRECTLY- ASSISTING IN PREPARING AND SUBMITTING PROPOSAL, VOLUNTEER WITH PROGRAM	
Interest in the transaction	

EARL HEYWARD	ACCOUNTANT
Name	Title/Position
SACRAMENTO CA	ELDER ACCOUNTING
City and State of Residence	Employer (if different than Bidder/Proposer)
INDIRECTLY- ACCOUNTANT	
Interest in the transaction	

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

If Yes, attach proof of status to this submission.

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____ State of incorporation: _____

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

Type of corporation: C Subchapter S

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

If Yes, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

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

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____		_____
d. Value per share of common stock:		Par \$ _____	
		Book \$ _____	
		Market \$ _____	

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

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: approx ¹⁹⁹³~~1995~~

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:

also CEO FOR NON PROFIT

S D SAUCE COMMUNITY INVOLVEMENT 4 ALL ADVISORY CORP - STARTED FEB 2019

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: BANK OF AMERICA

Point of Contact: _____

Address: 1275 ROSECRANS ST SAN DIEGO CA 92106

Phone Number: 619 221-6613

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.: B1999012092 Year Issued: 2019

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. *See attached sheet for references*

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: City of San Diego Therapeutic Rec Services

See attached sheet for references
TAB B

Contact Name and Phone Number: Julie Gregg 619 525-8247

Contact Email: jgregg@sandiego.gov

Address: 3325 zoo Dr San Diego Ca 92101

Contract Date: _____

Contract Amount: _____

Requirements of Contract: TRS provided inclusion support for prog

Company Name: City of San Diego Therapeutic Rec Services

Contact Name and Phone Number: Jessica Battaglia 858 337-7044

Contact Email: jessica.m.battaglia4@gmail.com

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: TRS provided inclusion support for prog

Company Name: City of San Diego Park & Rec Dept

Contact Name and Phone Number: Ron Agustin 619 531-1533

Contact Email: ragustin@sandiego.gov

Address: 3051 Canon St San Diego CA 92106

Contract Date: since 1993 approx

Contract Amount: _____

Requirements of Contract: day camp and afterschool prog

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: NOT APPLICABLE

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

WALTER D HEYWARD OWNER
Name and Title

Walter D. Heyward
Signature

1/13/2020
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.

Business: Walter D Heyward (DBA Walter D Heyward Enterprise) began working as a contractor with the City of San Diego Park & Recreation Dept. around 1993-94. Has worked exclusively at Cabrillo Recreation Center providing the services of running the After School Care and Day as well as the Summer and school holiday camp. Picks up students from nearby schools and brings to Recreation Center or on field trips around the community.

The references supplied on previous pages and in TAB B are staff who are aware of the services which have been provided at Cabrillo Recreation Center. The staff from Therapeutic Recreation Services with the SD City Park & Recreation Dept (Jessica Battaglia CTRS, former inclusion coordinator/ retired City Staff and Julie Gregg, CTRS, current Inclusion Coordinator) have provided inclusion aides/ support for the children with disabilities/ special needs attending the after school program and Day camps at Cabrillo. Ron Agustin is the current supervisor of the Cabrillo Recreation Center who oversees the contractual program. In Addition information is given in TAB B for references Marla Gilmore and Tim Thomas.

The current After school program at Cabrillo has participants who have been diagnosed with a disability or special needs. The owner and staff at Walter D Heyward (Enterprise) have been in training to provide the services needed and inclusive environment for these participants.

The owner Walter D Heyward is also currently a City of San Diego Employee (part time Recreation Leader I) working at Presidio Recreation Center.

Some of the staff Walter D Heyward employs or have employed on part time basis also work for the City of San Diego Recreation Dept. (Luke Kosta, Darlene Smith-Lane) as well as volunteer Jessica Battaglia, retired employee/ supervisor.

See TAB B for full staff list and qualifications.

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.

WALTER D HEYWARD OWNER
Print Name, Title

Walter D. Heyward
Signature

1/13/2020
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

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

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

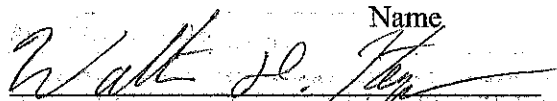
CHECK ONE BOX ONLY.

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

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

Contractor Name: WALTER D HEYWARD

Certified By WALTER D HEYWARD Title OWNER

Name

 Signature

Date 1/13/2020

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: WALTER D HEYWARD
ADA/DBA: (DBA WALTER D HEYWARD ENTERPRISE)
Address (Corporate Headquarters, where applicable): 3051 CANON ST
City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92106
Telephone Number: 619 316-7552 Fax Number: _____

Name of Company CEO: WALTER D HEYWARD, OWNER
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 3801 MARQUETTE PL APT 3V
City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92106
Telephone Number: 619 316-7552 Fax Number: _____ Email: SDSAUCE@GMAIL.COM

Type of Business: AFTER SCHOOL CARE AND DAY CAMP Type of License: SOLE PROPRIETOR, BUSINESS TAX
The Company has appointed: WALTER D HEYWARD

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: 3801 MARQUETTE PL APT 3V
Telephone Number: 619 316-7552 Fax Number: _____ Email: SDSAUCE@GMAIL.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 WALTER D HEYWARD
(Firm Name)

SAN DIEGO, CALIFORNIA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 13 day of JANUARY, 2020

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: WALTER D HEYWARD

DATE: 1/13/2020

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1											1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services		1									1	2		
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	3		
--------------------	---	---	--	--	--	--	--	--	--	--	---	---	--	--

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														

WORK FORCE REPORT - Page 3

NAME OF FIRM: WALTR D HEYWARD

DATE: 1/13/2020

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

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

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

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

Grand Total All Employees 0

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators

Pile-Driver Operators

Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers

Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers

Welding, Soldering and Brazing Machine

Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

From: [Jessica Battaglia](#)
To: [Walter Heyward](#); [Hoffmann, Lisa](#)
Subject: Fwd: Additional Info: RFP 10089617-20-L Cabrillo Youth Program
Date: Monday, February 03, 2020 10:52:36 PM
Attachments: [Complete Submittal WDH 10089617-20-L.PDF](#)

The 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

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: WALTER D HEYWARD
ADA/DBA: (DBA WALTER D HEYWARD ENTERPRISE)
Address (Corporate Headquarters, where applicable): 3051 CANON ST
City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92106
Telephone Number: 619 316-7552 Fax Number: _____

Name of Company CEO: WALTER D HEYWARD, OWNER
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 3801 MARQUETTE PL APT 3V
City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92106
Telephone Number: 619 316-7552 Fax Number: _____ Email: SDSAUCE@GMAIL.COM

Type of Business: AFTER SCHOOL CARE AND DAY CAMP Type of License: SOLE PROPRIETOR, BUSINESS TAX
The Company has appointed: WALTER D HEYWARD
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: 3801 MARQUETTE PL APT 3V
Telephone Number: 619 316-7552 Fax Number: _____ Email: SDSAUCE@GMAIL.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 WALTER D HEYWARD (Firm Name)
SAN DIEGO (County), CALIFORNIA (State) hereby certify that information provided
herein is true and correct. This document was executed on this 13 day of JANUARY, 2020
Walter D Heyward (Authorized Signature) Walter D. Heyward (Print Authorized Signature Name)

EOC Work Force Report (rev. 08/2018) 1 of 7 Form Number: BB05

Lisa
Here is the form you requested. Let me know if you need anything else.
Thank you
Walter Heyward
Jessica Battaglia

----- Forwarded message -----
From: [Walter Heyward](#) <sdsauce@gmail.com>
Date: Fri, Jan 31, 2020 at 6:50 PM
Subject: Fwd: Additional Info: RFP 10089617-20-L Cabrillo Youth Program
To: Jessica <jessica.m.battaglia4@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: "Hoffmann, Lisa" <LHoffmann@sandiego.gov>
Date: January 31, 2020 at 3:02:25 PM PST
To: "sdsauce@gmail.com" <sdsauce@gmail.com>
Subject: Additional Info: RFP 10089617-20-L Cabrillo Youth Program

Good afternoon,

In reviewing your submittal for the subject RFP, the following is required:

1. Please see attached PDF, page 74, Work Force Report, BB, bottom section of page, please check off appropriate box(es). Please email me back this page only once revised.

Thank you.

Lisa Hoffmann

Senior Procurement Contracting Officer, CPPB

City of San Diego

Purchasing & Contracting Department

T (619) 236-6096

lhoffmann@sandiego.gov

Ariba Support Email!! pacariba@sandiego.gov

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Walter D Heyward (DBA Walter D Heyward Enterprise)
 Company Address: 3051 Canon St
 Company Contact Name: Walter D Heyward Contact Phone: 619 316-7552

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089617-20-L Start Date: June 2019
 Contract Title (or description): Cabrillo Recreation Center End Date: June 2024

Purpose/Service Provided: Youth Programs - After-School Program, Summer Break & Holiday Camps

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Walter D Heyward owner
 Name of Signatory Title of Signatory
Walter D. Heyward 1/13/2020
 Signature Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

TAB B
EXECUTIVE SUMMARY AND RESPONSES TO
SPECIFICATIONS

- **Proposers Executive Summary Response to the RFP**
 - **Staff list and experience**
 - **Equipment**
 - **References**
- **Exhibit B Scope of Work**
- **Certificates and Insurance**
 - **Business Certificate**
 - **Liability Insurance – Francis Dean**
 - **Worker’s Comp Insurance- State Fund**
 - **Automobile Insurance**

CITY OF SAN DIEGO PLANET BID BUSINESS PROPOSAL

PROJECT: CABRILLO RECREATION CENTER YOUTH PROGRAMS-AFTER SCHOOL PROGRAM, SUMMER BREAK CAMPS & HOLIDAY
BREAK CAMPS #10089617-20-L

ADDITIONAL REQUIREMENTS FOR RESPONSE TO RFP

BUSINESS INFORMATION:

WALTER D HEYWARD (DBA WALTER D HEYWARD ENTERPRISE)
3051 Canon St San Diego CA 92106 (mailing address, no physical address)
Owner: Walter D Heyward- Sole Proprietor 100% owner
619 316-7552 EIN 33-0889086

BUSINESS HISTORY:

WALTER D HEYWARD (DBA WALTER D HEYWARD ENTERPRISE) is **Small, minority owned, local business** was first started in The City of San Diego approx. October 1993. Since its inception, the business has worked solely with the City of San Diego as a contractual employee with Cabrillo Recreation Center Recreation Council. In 2018, the contractual business changed status and has been working under contract with the City of San Diego Purchasing Dept.

The business provides after school care and day camps (Cabrillo Summer Daze Camp) for the residents residing in the Point Loma area and attending nearby schools. Some of the participant who register with the program have disabilities and special needs who require additional supervision and expertise.

INCLUSION OF CHILDREN WITH DISABILITIES-

Owner of the business has been working with the staff at Therapeutic Recreation Services to provide the needed training and assistance and accommodation to successfully include the children with their peers. The activities offered during the program take place at Cabrillo Recreation Center and within the community.

OWNER QUALIFICATIONS:

Owner, Walter Heyward, lives in the City of San Diego, graduated from Point Loma Nazarene University in 1988 with a degree in Physical Education. Walter began working at the Naval Training Center as a Fitness Trainer and recreation leader conducting sports and recreation programs for recruits and also began with the City of San Diego Park and Recreation Dept. in 1989 as a Recreation Leader I (North Park, Adams, Ocean Beach, Cabrillo, and Presidio Recreation Center). He is still employed with the City of San Diego as a Recreation Leader I, currently working part time at Presidio Recreation Center. Walter started the WALTER D HEYWARD (DBA WALTER D HEYWARD ENTERPRISE) business in approx.1993-94 to take over the already established contractual program at Cabrillo Recreation Center- After school program and Day camp which he is currently running at this time, since 1993-94.

Walter has attended all the required City of San Diego trainings as a Recreation Leader I. Some of the trainings he has currently updated are:, Child Safety and Supervision Procedures, Day Camp Procedures, Sexual Harassment, and Customer Service, 1st Aide/ CPR to mention a few.

CERTIFICATION, LICENSES AND INSURANCE: CURRENT given Upon Request

- Business License current 1/1/2020-1/31/2020 attached
- Liability Insurance- **Sports and Recreation Providers Association Purchasing Group**
- Workers Comp Insurance- **State Fund**
- Auto Insurance – **Columbia Insurance Company**

PROGRAMMING:

The current after school program for children ages 5-12 and (Cabrillo Summer DAZE Camp) run by WALTER D HEYWARD (DBA WALTER D HEYWARD ENTERPRISE) out of Cabrillo Recreation Center consists of pick up at local elementary schools, taking the participants to the Cabrillo Recreation Center or on a field trip to local parks, recreation centers, library or community outings. The summer/ school break day camp and school holiday program consists of more community outings and sports and recreation, indoor and outdoor activities

Walter D. Heyward 1-20-20

at the recreation center. The participants are given sports instruction, opportunity for crafts and other recreational activities. Weekly schedules are given to participant parents, which include the daily homework and activities/ field trip information.

An 11 pax van owned by the business is used for school pick up and field trip transportation.
(Participants have an additional charge for field trips.)

STAFFING: (See attached list) Beside owner, Walter Heyward, there are currently **4 part time staff** on payroll (2 current and 2 on leave) / **2 volunteers.** Staff are used on as-needed basis, depending on attendance and registration numbers. The staff ratio is 1-2:12-15 which consists of the owner and one staff/adult volunteer for every 10-15 children. There are usual no more than 25 participants each day. During the afterschool program the attendance averages 12 participants and during the day camps (summer and school holidays) the attendance may reach 25 participants.

Owner, Walter Heyward, is also a current Recreation Leader I with the City of San Diego Park & Recreation Dept, working part time at Presidio Recreation Center.

Staff are hired based on their education and experience. They must pass a background check from the City of San Diego prior to beginning their work with camp. Many of the staff started past participants in the camp program, volunteered and trained as teens then became camp leaders while attending college and others are also City of San Diego staff working at other City facilities. The staff have been trained in City mandated policies and procedures such as; Child Safety and supervision, day camp and field trip procedures, customer service expectations.

EQUIPMENT AND RESOURCES:

Owner has collected throughout the years of working the contractual after school and day camp program at Cabrillo Recreation Center, a variety of sports equipment, and supplies to facilitate the activities offered at the program.

Walt D. Hey 1-20-20

CURRENT STAFF/ VOLUNTEERS:

- **WALTER HEYWARD:** OWNER/ CAMP SUPERVISOR **see qualifications above** *Walter resides in the City of San Diego*
- **NICOLE TUITASI:** CAMP LEADER- BG CHECK June 2014- Hired 6/24/14, on leave 8/29/14, reactivate 7/4/15, on leave Sept 2015, reactivate 7/10/17- present. Nicole attended camp as a child. She began working with the camp while in high school. Presently she attends college studying to be a nurse and works part time with the camp as needed/ on call. She gained her experience through training while employed with Walter Heyward. *Nicole resides in the City of San Diego*
- **LUKE KOSTA:** CAMP LEADER- BG CHECK: June 2010 Hired -6/21/10, on leave- 8/7/17, reactivate- 6/17/19 - present. Luke attended camp since he was 5 years, volunteered/ trained as a teen and worked as a staff leader beginning 2010. He left when he became a Rec Leader I with the City of San Diego, currently an ACD with the City of San Diego and rehired part time/on call with camp June 2019. *Luke resides in the City of La Mesa*
- **MAIA KLUGG:** CAMP LEADER -BG CHECK 7/15/19 –Hired 7/1/19, on leave 8/16/19. Maia attended camp as a child. She began working as camp leader July 2019 after completing college with a degree in Sociology/ Social Work. She moved to Oregon but works when needed when she is back in town during breaks. *Maia is currently working in Oregon, but during breaks resides in the City of San Diego with her parents.*
- **DARLENE SMITH-LANE:** CAMP LEADER - BG CHECK Current City employee. Hired 8/28/17, on leave 6/6/18, reactivate 9/8/18, on leave 4/30/19 – present. Darlene worked as a camp director at another City facility during the summer. She assisted with Cabrillo camp during the school year. She is currently a City of San Diego Rec Leader I. *Darlene resides in the City of Chula Vista*
- **STEPHEN JACKSON:** CAMP LEADER- BG CHECK 11/2018- Hired 11/28/18, terminated 1/8/19. Stephen also grew up attending the camp as a child and was hired to assist with sports program. He resigned.
- **EZHAN BUSH:** VOLUNTEER - BG CHECK 7/23/18. Hired July 2018, Terminated 2019 moved out of country. Ezhan moved to San Diego/ her husband was in the military. She was a prior teacher and worked camp for the summer and part of school year before moving out of the country.
- **CHRIS EISEMANN:** VOLUNTEER - BG CHECK 11/12/19. Hired 11/2019- present. Chris attended camp as a child. He is presently in high school and volunteers as needed to gain experience. *Chris resides in the City of San Diego*
- **JESSICA BATTAGLIA:** VOLUNTEER- BG CHECK: city employee/ recheck 4/2019- Hired Aug 2014- present. Jessica is a retired (7/2014) supervisor with the City of San Diego/ Therapeutic Recreation Services. She is a Certified Recreation Therapist for individuals with disabilities. While working with the City, she designed and trained staff in the procedures for Inclusion Support with the City of San Diego Recreation Dept. Currently assists Walter as needed with the children with disabilities, program planning and accounting for the camp program. *Jessica resides in the City of San Diego*

Walter D. Heyward 1-20-20

INSTRUCTOR(S) AND ASSISTANT(S)

Contractor shall designate all the instructor(s) and assistants and employees. Contractor shall also provide a summary and/or resumes for all instructors as an attachment to the bid proposal.

Instructor and Assistant List			
Name	Date of Background Clearance	Years of Experience as an Instructor/Assistant	Other Relevant Experience
Nicole Turtasi	June 2014	5 years	College Study - Nursing
Luke Kosta	June 2010	9 years	RLE & AED City of SD
Mara Kluga	July 2019	1 year	Degree Sociology ^{social} work
Darlene Smith	None ?	2 years w/ Cabrillo current city	employee. ? yrs
Volunteers:			
Chris Eisemann	Nov 2019 recheck	2 months	
Jessica Battaglia	Apr 2019	4 yrs with Cabrillo 44 yrs with city of San Diego	CTRS - Therapist (retired)

Walt D. Heyman 1-20-20

REFERENCES

MARLA GILMORE - Center Director II, Tecolote Nature Center, City of San Diego Park & Recreation Dept. 5180 Tecolote Rd, San Diego CA 92110

858 581-9944, 619 507-6929

mgilmore@sandiego.gov

Provided monthly visits and instruction for Cabrillo after school participants.

JULIE GREGG, CTRS- Supervising Recreation Specialist, Therapeutic Recreation Services, City of San Diego Park & Recreation Dept. 3325 Zoo Dr San Diego Ca 92101

619 525-8247

jgregg@sandiego.gov

3325 Zoo Dr San Diego Ca 92101

TRS provided inclusion aid staff support for the after school program for children with disabilities

JESSICA BATTAGLIA, CTRS- Retired Supervising Recreation Specialist, current volunteer, Therapeutic Recreation Services, City of San Diego Park & Recreation Dept.

858 337-7044

Jessica.m.battaglia4@gmail.com

TRS provided inclusion aid staff support for the after school program for children with disabilities, currently volunteers for after school program at Cabrillo Rec Center.

RON AUGUSTIN- Center Director, Cabrillo Recreation Center, City of San Diego Park & Recreation Dept. 3051 Canon St. San Diego CA 93106

619 531-1534

Email

Center Director- Supervisor of contractual programs at the center.

TIM THOMAS- RLI City of San Diego Park & Recreation Dept, and Director of contractual camp at Allied Gardens.

619 366-9484

Imageby@gmail.com G.Daddy.com

Coordinated some activities together for both summer camps- Cabrillo and Allied Gardens

Walt D. Fey 1-20-20

EXHIBIT B

SCOPE OF WORK

A. SPECIFICATIONS. Contractor shall provide the following Services: conduct the Cabrillo Youth Camp which shall be comprised of (1) afterschool program, (2) summer camps program and (3) holiday break camps program, at Cabrillo Recreation Center located at 3051 Cañon Street, San Diego, CA 92106, all as further set forth in this Exhibit B. Contractor shall collect children at the end of the school day from the schools listed below and transport children to Cabrillo Recreation Center using contractor's vehicle.

- | | |
|----------------------------------|---------------------------|
| 1. Cabrillo Elementary School | 3120 Talbot Street |
| 2. Dana Middle School | 1775 Chatsworth Boulevard |
| 3. Loma Portal Elementary School | 3341 Browning Street |
| 4. Silver Gate Elementary School | 1499 Venice Street |
| 5. Sunset View Elementary School | 4365 Hill Street |

Contractor must have a minimum of five (5) years of full-time continuous experience running afterschool care and summer and holiday camp programs and providing the following services (as further described in this Exhibit B): supervising large groups of children within indoor and outdoor environments, enforcing classroom and behavioral management skills, implementing instructional activities, enforcing proper safety protocol for first Aid and CPR, following proper field trip procedures, and managing 3 or more staff members. Classes and Camps will not be conducted on the following City observed holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas. Contractor cannot collect monies on site for this program.

The Cabrillo Youth Camp must include daily purposefully planned activities that fulfill children's need for physical activity and insure healthy social-emotional development. Behavior expectations, rules, procedures, and a daily routine must be established and uniformly implemented to provide children with the stability and predictability needed to feel comfortable and safe. Physical education model content standards for California public schools (<https://www.cde.ca.gov/documents/pestandards>) should be used to choose age appropriate games that target the development of fine and gross motor skills and promote aerobic activity. Structured team-based physical activities should facilitate peer collaboration, leadership and communication skills, sportsmanship, and self-esteem for a minimum of 60 minutes a day. When not engaged in structured games and activities, the Contractor should provide homework assistance. During playground time, children must be closely monitored.

1. AFTERSCHOOL PROGRAM. The afterschool program is designed for children between the ages of 5 - 12 years old that attend local schools in the Peninsula community throughout the school year. Contractor staff will collect children at the end of the school day using the contractor's vehicle and deliver the pre-registered participants to the Cabrillo Recreation Center. Contractor will check rosters and complete a headcount to ensure all children are accounted for before leaving the school site.

The afterschool program shall meet five (5) days a week, with weekly or daily sessions, from the time instruction ends at local schools until 6:00pm. School dismissal times varies from 1:55pm to 3:35pm on regular days, and minimum day dismissal times varies from 12:15pm to 12:45pm. The minimum authorized enrollment for every session is 5 participants. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

- | | |
|---------------|----------------------|
| SUMMER | June - August |
| FALL | September - November |
| WINTER | December - February |
| SPRING | March - May |

2. **SUMMER CAMPS PROGRAM.** The summer camps program is designed for children between the ages of 5 - 12 years old during the summer break from school. The summer camps program is open to all children regardless of which school they attend. All field trips must be pre-approved by the Technical Representative. Prior to the City advertisement of the summer camps program, Contractor is required to set up a meeting with the Cabrillo Recreation Center Director and Area Manager to discuss field trip destinations and review Contractor's proposed safety protocols to ensure children are accounted for and safe throughout the entire outing.

The summer camps program meets five (5) days a week, with weekly or daily sessions, from 8:00 am until 5:30 pm. The minimum authorized enrollment for every session is 5 participants and the maximum enrollment authorized is 15 participants for daily sessions. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

3. **HOLIDAY BREAK CAMPS PROGRAM.** The holiday break camps program is designed for children between the ages of 5 - 12 years old during spring, winter and fall breaks from school. The holiday break programs are open to all children regardless of which school they attend. The holiday break camps program meets five (5) days a week, with weekly or daily sessions, from 8:00 am until 5:30pm. The minimum authorized enrollment for every session is 5 participants. The maximum enrollment authorized of both the weekly sessions and the daily sessions is a combined total of 30 participants per day.

B. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and/or performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

C. PROGRAM COSTS. The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor in Exhibit E, "Price Schedule" to this Contract.

D. STANDARD OF PERFORMANCE. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

City expects the result of Contractor's Services to be the enjoyment and increased knowledge, skill, and/or ability of program participants. Contractor has sole control over the manner and means of accomplishing this result; however, the City may monitor Contractor's performance under this Contract to ensure these results and that Contractor is complying with the terms of this Contract.

E. COMPENSATION. Contractor will be compensated for Services provided in accordance with Exhibit E to this Contract, excluding any fees that are refunded.

City will establish a Purchase Order based on the terms of this Contract. To be paid for each program provided, Contractor must submit an invoice to the City to initiate payment for services. Final invoice must be submitted within 15 days of completion of the program. The request to initiate payment must be

accompanied by the program activity number assigned to the program in the online registration software. Failure to list the program activity numbers may result in delay in payment.

F. CONTRACT SERVICES. The parties understand Contractor is responsible for performing the Services and has the sole discretion with regard to the manner and means in which these Services are performed. For the purposes of this Contract, the Contractor, Contractor's employees, and subcontractors will not be considered employees of the City for any purposes.

G. SUBCONTRACTING. Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Nothing contained in this Contract will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor to the terms of this Contract unless approved in writing by City in advance of subcontractor's commencement of any work under this Contract.

H. INSTRUCTOR(S) AND ASSISTANT(S). Contractor shall designate the instructor(s) and assistants for each program in Exhibit E to this Contract. Contractor may utilize, at Contractor's own expense, the instructors and assistant(s) listed in Exhibit E to this Contract to help perform the Services. Contractor may not utilize anyone who is not listed in Exhibit E to this Contract without obtaining the prior approval of the Technical Representative.

All instructors and assistants identified in Exhibit E to this Contract must complete the City's criminal history background check with Live Scan fingerprints, prior to such instructor or assistant performing any of the Services under this Contract.

Assistants must be at least 16 years of age and have a valid work permit. Assistants may not teach in place of the identified instructor without prior written approval of the Technical Representative. Assistants teaching in place of the identified instructor must be at least 18 years of age. Contractor is solely responsible for supervising the work of all instructors and assistant(s).

I. RATIO. Contractor is responsible for maintaining the following adult to child ratios:

1. Classes
 - 1.1. 1 Instructor for up to 15 participants (Ages 6 and up)
 - 1.2. 1 Instructor for up to 12 participants (Ages 5 and below)
2. Camps
 - 2.1. 1 Instructor for up to 15 participants (Ages 6 and up)
 - 2.2. 1 Instructor for up to 12 participants (Ages 5 and below)

J. BACKGROUND CHECK. Prior to performing any work under this Contract, Contractor, its employees, and any subcontractors must complete a criminal history background check with the City at Contractor's sole expense. The City reserves the right to require additional criminal history background checks periodically at its discretion and at the Contractor's sole expense. Should Contractor, Contractor's employees, or subcontractor's fail the City's criminal history background check, the City may immediately terminate this Contract and/or disqualify the Contractor from performing future services for the City.

K. MANDATED REPORTER(S). If a program is open to individuals under the age of 18 ("minors"), making Contractor, its employees, and any subcontractors "mandated reporters" within the meaning of

California Penal Code section 11165.7(a), Contractor will comply with the mandatory reporting requirements contained in California Penal Code section 11166.

L. MUSIC AND FILM. The Contractor shall not use, play or perform copyrighted music or film without appropriate licensing or other permission.

It shall be Contractor's sole responsibility to ensure it only uses or performs copyrighted materials for which the City has obtained a valid license. A current list of the City's license contracts can be provided upon request to the Technical Representative.

Should Contractor desire to use copyrighted materials for which the City does not have a license, Contractor shall obtain its own license from the appropriate licensing entity before Contractor uses the copyrighted materials. Contractor shall ensure that (1) the City is named in the license; (2) each City premise/location where Contractor intends to perform the music is identified in the license; and (3) Contractor has provided City with a fully executed copy of the license at least ten (10) days prior to the use or performance.

The City shall notify Contractor in writing of any other approved licensing entity and any additional Contractor requirements imposed upon Contractor by the City by virtue of its licensing contract with licensing entity.

M. PROGRAM ADVERTISEMENT. The City will advertise Contractor's program(s) in the applicable Community Seasonal Brochures and in any other manner the City determines is appropriate. Contractor may also advertise Contractor's program(s) in any manner Contractor determines is appropriate, subject to the prior written approval of the City. Contractor must obtain photo releases from any adult enrollee or the legal guardian of minors prior to any marketing or promotion with use of photos of enrollees.

N. PROGRAM ROSTER. The City will provide the Contractor a roster prior to the first program meeting. Contractor will notify the City if there are any discrepancies in the roster prior to the second program meeting. Contractor will not allow a person to participate in a program unless the person appears on the program roster and has signed a liability waiver form. The parent or legal guardian are required to agree and sign the liability waiver when they register for each program using the City's on-line class registration software.

O. ATTENDANCE. Contractor will mark each day's attendance on the class attendance sheet and submit the completed attendance sheet to the City at the end of the program.

P. CITY CANCELLATION. The City may cancel a program if the City does not receive registration from the minimum participants as specified in Section A, above, of this Exhibit B. Contractor will not be compensated for any program cancelled due to low enrollment.

Q. CONTRACTOR CANCELLATION AND RESCHEDULING CLASS DATE(S). Contractor may not cancel or reschedule a program meeting without prior approval of the Technical Representative. Contractors are solely responsible for informing enrollees of any cancellations or rescheduled programs.

R. USE OF CITY FACILITIES. City will allow Contractor to use the City facility(ies) identified by the City on the day(s) and at the time(s) indicated in Section A, above, of this Exhibit B. Contractor must abide by the start and end times of each program stated in Section A, above, of this Exhibit B.

S. SAFETY. Contractor will be required to comply with all City of San Diego Parks & Recreation Department's Safety Rules, including, but not limited to, the Child Safety and Supervision Procedures, if applicable, attached to this Contract as Exhibit F. The City of San Diego Parks and Recreation Department's Safety Rules will be provided, presented and disseminated to Contractor by City.

T. ADDITIONAL REQUIREMENTS. Contractor agrees to provide program information to the Cabrillo Recreation Center Director and public upon request. Information includes, but not limited to, a program description, adult to child ratios, and policies. The Cabrillo Recreation Center Director is the site supervisor responsible for facility management and recreational programming for their assigned facility.

Contractor agrees that should programs be canceled or start late, he/she is responsible for notification to City staff at the Cabrillo Recreation Center office and all participants listed on the City's program rosters.

Contractor agrees to make up all canceled program dates. Contractor agrees that make-up dates will be coordinated directly with the Cabrillo Recreation Center Director. If make-up dates cannot be accommodated within the scheduled season, participants will be refunded for missed dates and Contractor will not receive payment for refunded dates.

U. ADDITIONAL REQUIREMENTS FOR RESPONSE TO RFP

1. Executive Summary. As part of the Contractor's response to the Executive Summary of the RFP, Contractor shall provide documentation that demonstrates that the Contractor has a minimum of five (5) years of full-time continuous experience running afterschool care programs and summer and holiday break camp programs and providing the following services: supervising large groups of children within indoor and outdoor environments, enforcing classroom and behavioral management skills, and implementing instructional activities. In addition, the Contractor shall provide a brief summary of their understanding of the requirements of providing a large afterschool program and summer and holiday break camp program as detailed in Section A, above, of this Exhibit B.

2. Staffing Plan. Contractor shall verify that they have a business office and a program manager that reside in San Diego County and have adequate staffing to operate the Cabrillo Youth Program by providing a list of personnel with a clear description of their roles and responsibilities. The proposals should also include resumes for every individual that will provide the Services, and include all applicable certifications and training.

3. Resources. Contractor shall provide a list of resources or equipment that Contractor intends to utilize to provide a high-quality program.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B1999012092
Business Name: WALTER D HEYWARD
Business Owner: WALTER D HEYWARD
Business Address: 3051 CANON ST
SAN DIEGO CA 92106-2611

WALTER D HEYWARD
WALTER DALTON HEYWARD
3051 CANON ST
SAN DIEGO CA 92106-2611

Primary Business Activity: RV PARKS & RECREATIONAL CAMPS

Secondary Business Activity: SPORTS & RECREATION INSTRUCTION

Effective Date: 01/01/2020
Expiration Date: 12/31/2020

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS -- PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FL DEAN JAMIE EATMON 6900 DANIELS PKWY STE 29-303 FORT MYERS, FL 33912-7513 8007452409	CONTACT NAME:	
	PHONE (A/C, No, Ext): 8007452409	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Fire Insurance	21113	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Walter Dalton Heyward
3051 Canon Street
San Diego, CA 92106

COVERAGES **CERTIFICATE NUMBER:** USP289314 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
A	GENERAL LIABILITY	X		SRPGAPML-101-0718	03/21/2019 12:01 AM	03/21/2020 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00						
							EACH OCCURRENCE	\$1,000,000.00						
							FIRE DAMAGE (Any one fire)	\$300,000.00						
							MED EXP (Any one person)	\$5,000.00						
	GENL AGGREGATE LIMIT APPLIES PER:													
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC													
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$					
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$						
<input type="checkbox"/> HIRED AUTO	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$						
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$						
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$						
<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$0.00						
							GENERAL AGGREGATE	\$0.00						
							EACH OCCURENCE	\$						
							GENERAL AGGREGATE	\$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Basketball, Kickball, Baseball, T-ball, Bowling

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

CERTIFICATE HOLDER

City of San Diego
 1200 3rd Ave Ste 200
 San Diego, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

Liability Insurance



CRUM & FORSTER
A FAIRFAX COMPANY

**NAMED INSURED MEMBER
CERTIFICATE OF COVERAGE**

CERTIFICATE #: USP289314

MASTER POLICY #: SRPGAPML-101-0718

Policyholder:

Sports and Recreation Providers Association Purchasing Group
1776 South Naperville Road, Bldg-B
Wheaton, IL 60187

Named Insured Member:

Walter Dalton Heyward
3051 Canon Street
San Diego, CA 92106

Certificate Coverage Period: 03/21/2019 12:01 AM to 03/21/2020 12:01 AM at 12:01 A.M. at the mailing address of the Named Insured Member shown above.

Master Policy Issued By: United States Fire Insurance Company

Certificate of Coverage Issued By:

Francis L. Dean & Associates, Inc.
1776 South Naperville Road, Bldg-B
P.O. Box 4200
Wheaton, IL 60189
Telephone: (630) 665-7011

Location / Description of Operations: Basketball, Kickball, Baseball, T-ball, Bowling

See Endorsement Schedule below for any exclusions or limitations

COVERAGE(S)

Insurance is provided only for those coverages for which a limit or the word "Included" is shown below.

General Liability

Limits of Insurance

\$2,000,000.00	General Aggregate Limit (Other Than Products-Completed Operations)
\$2,000,000.00	Products-Completed Operations Aggregate Limit
\$1,000,000.00	Personal And Advertising Injury Limit
\$1,000,000.00	Each Occurrence Limit
\$300,000.00	Damage To Premises Rented To You Limit
\$5,000.00	Medical Expense Limit

Limits of Insurance – Optional Coverages

Excluded	Abuse & Molestation Coverage – Each Occurrence Limit
Excluded	Abuse & Molestation Coverage – Aggregate Limit
Included	Bodily Injury To Athletic Or Sports Participants
\$1,000,000.00	Each Sports, Health, Fitness And Wellness Services Incident Limit
\$1,000,000.00	Sports, Health, Fitness And Wellness Services Aggregate Limit

Premium

\$435.00 Total Estimated Commercial General Liability Premium Due From Member

Hired / Non-Owned Automobile Liability

Limits of Insurance

Excluded	Covered Autos Liability Limit
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Premium

\$0.00 Total Estimated Hired / Non-Owned Automobile Liability Premium Due From Member

Liquor Liability

Limits of Insurance (the applicable statutory limit or the limit as shown below, whichever is less)

Excluded	Each Common Cause
Excluded	Aggregate Limit

Premium

\$0.00 Total Estimated Liquor Liability Premium Due From Member



NAMED INSURED MEMBER CERTIFICATE OF COVERAGE

This Certificate of Coverage evidences your coverage as a Named Insured Member under the Master Policy described herein.

United States Fire Insurance Company certifies that the Named Insured Member as shown herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The Limits of Insurance, Premium and Effective Date of coverage applicable to the Named Insured Member are as specified above. This Certificate of Coverage, together with the Common Policy Conditions, Coverage Part(s), Coverage Form(s) and Endorsements attached to the Master Policy, complete the above numbered insurance contract.

The Master Policy, containing the terms and conditions of coverage, has been furnished to the Policyholder and a copy of that policy accompanies this Certificate of Coverage. All claims are paid according to the terms and conditions of the Master Policy.

Schedule of Additional Insureds

The entities shown below are added as Additional Insureds, but only in respect to liability caused by operations of the Named Insured Member during the certificate policy period.

Form Number	Description
FSPG 101.0.0007 Designated Person/Org	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0008 Designated Person/Org (CA Govt)	<u>Name Of Additional Insured Governmental Entity(ies):</u>
FSPG 101.0.0009 State/Govt Agency/ Subdivision	<u>Name of Additional Insured State Or Governmental Agency Or Subdivision or Political Subdivision:</u>
FSPG 101.0.0010 Vendors	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0011 Managers or Lessors of Premises	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0012 Lessor of Leased Equipment	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>

Endorsement Schedule

Form Number	Description
CG 21 44 Limitation To Designated Premises, Projects, Operations	<u>Premises:</u> <u>Project Or Operation:</u>
CG 21 53 Exclusion - Designated Ongoing Operations	<u>Description of Designated Ongoing Operation(s):</u> <u>Specified Location (If Applicable):</u>

Crum & Forster is part of Fairfax Financial Holdings Limited. C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

Workers Comp Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EMPLOYERS CHOICE INS SVCS INC 2111 S El Camino Real #201 Oceanside, CA 92054	CONTACT NAME: Fay Schwartz
	PHONE (A/C No. Ext): (760)431-0947 FAX (A/C No.): (760)687-4007 E-MAIL ADDRESS: info@wkcomp.net
INSURED Walter Heyward 3051 Canon St San Diego, CA 92106	INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Insurance Fund NAIC #
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	9226821-2019	2/24/2019	2/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation on the Workers Compensation policy is in favor of the City of San Diego

CERTIFICATE HOLDER City of San Diego, Purchasing and Contracting 1200 Third Ave, Suite 200 San Diego, CA 92101-4196	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Fay Schwartz</i>
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ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

Workers Comp
Endorsement

9226821-19
RENEWAL
SP

PAGE 1



HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 24, 2019 AT 12.01 A.M.
AND EXPIRING FEBRUARY 24, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

HEYWARD, WALTER

3051 CANON ST
SAN DIEGO, CA 92106

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SAN DIEGO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

HEYWARD, WALTER

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 8, 2019

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



CERTIFICATE OF LIABILITY INSURANCE

02/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED (the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Broker/Producer: Coastal Brokers Insurance Services, Inc. 3134 Willow Ave., Ste. 101 Clovis, CA 93612	Insurance Agency: Pacific Gateway Insurance Agency 6612575977
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Insured: WALTER HEYWARD DBA: WALTER ENTERPRISES 3051 CANON STREET SAN DIEGO, CA 92106	Policy Information: COLUMBIA INSURANCE COMPANY 27812
---	---

COVERAGES **CERTIFICATE NUMBER:** 358,183 **REVISION NUMBER:**

I hereby certify that the above information is true and correct to the best of my knowledge and belief. I am not aware of any information that would cause this certificate to be misleading or incomplete. I understand that this certificate is not a contract and does not constitute an offer of insurance. It is subject to the actual policy terms, coverages, conditions, exclusions, and limitations. I understand that this certificate is not a contract and does not constitute an offer of insurance. It is subject to the actual policy terms, coverages, conditions, exclusions, and limitations.

INUR LTR	TYPE OF INSURANCE	ADDL INSURED	DUOR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						COMMERCIAL GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS MEDICAL PROFESSIONAL SERVICES AUTOMOBILE LIABILITY UMBRELLA EXCESS LIABILITY PERSONAL AND ADJUTANT LIABILITY
A	AUTOMOBILE LIABILITY	Y		71APR372899	01/29/2019 4:10 PM	01/29/2020 12:01 AM	COMMERCIAL AUTOMOBILE LIABILITY PERSONAL AND ADJUTANT LIABILITY UMBRELLA EXCESS LIABILITY
	UMBRELLA LIAB						UMBRELLA EXCESS LIABILITY PERSONAL AND ADJUTANT LIABILITY
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A					WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYERS LIABILITY UMBRELLA EXCESS LIABILITY

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named an Additional Insured on this policy

Year Make Model	Location	Usage	Limit	Other Limit	Other
2005 FORD ECONOLINE 1FBNE31875HA28349		Covered	C	3,500	1000/1000 N/A N/A

CERTIFICATE HOLDER CITY OF SAN DIEGO PURCHASING & CONTRACTING 1200 3RD AVENUE STE.200 SAN DIEGO, CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <i>Tom</i>
---	--

Auto Insurance

CALIFORNIA COMMERCIAL/FLEET INSURANCE IDENTIFICATION CARD

Company Name: Columbia Insurance Company
Company Address: 1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

NAIC No: 27812
Name of Policyholder: WALTER HEYWARD DBA: WALTER ENTERPRISES

Address of Policyholder: 3051 CANON STREET
SAN DIEGO, CA 92108
Policy No: 71APR372899
Effective Date: 01/29/2019 4:10 PM
Expiration Date: 01/29/2020 12:01 AM
Vehicle Year: 2005
Make/Model: FORD ECONOLINE
Vehicle Identification No: 1FBNE31B75HA28349

The policy meets the requirements of the California Vehicle Code Sections 16058 or 16500.5 and is a commercial or fleet policy

M-4566a (11/1999)

VERY IMPORTANT - Please Read

In the event of accident, be sure to secure license number of the other vehicle, also full names and addresses of all other persons in the accident.

Also write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31381, Omaha, NE 68131-0381.

Toll Free 1-800-356-5750

(This identification card should be kept in your vehicle.)

CUT ALONG THIS LINE

CUT ALONG THIS LINE

CALIFORNIA COMMERCIAL/FLEET INSURANCE IDENTIFICATION CARD

Company Name: Columbia Insurance Company
Company Address: 1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

NAIC No.: 27812
Name of Policyholder: WALTER HEYWARD DBA: WALTER ENTERPRISES

Address of Policyholder: 3051 CANON STREET
SAN DIEGO, CA 92108
Policy No: 71APR372899
Effective Date: 01/29/2019 4:10 PM
Expiration Date: 01/29/2020 12:01 AM
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Make/Model: FORD ECONOLINE
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M-4566a (11/1999)

VERY IMPORTANT - Please Read

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Also write down full names and addresses of all witnesses. Report at once full details of accidents to your insurance company's Claim Operations, PO BOX 31381, Omaha, NE 68131-0381.

Toll Free 1-800-356-5750

(This identification card should be kept in your vehicle.)

CUT ALONG THIS LINE

CUT ALONG THIS LINE

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy, or if later, on the date shown below.

In consideration of payment of the additional premium of \$ 136, LIABILITY INSURANCE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or employees while such covered auto is being used in your business; and
- 3) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

**CITY OF SAN DIEGO
PURCHASING & CONTRACTING 1200 3RD AVENUE STE.200
SAN DIEGO, CA 92101**

All other terms, conditions and agreements remain unchanged.

Company Name Columbia Insurance Company	Policy Number 71 APR 372889
	Endorsement Effective 01/29/2019 4:10 PM
Named Insured WALTER HEYWARD	Countersigned at by

(Authorized Representative)

TAB C
COST/PRICE PROPOSAL

- **Explanation of Exhibit B Price Schedule Proposal Revision**
- **EXHIBIT E Price Schedule- with original participant estimate**
- **EXHIBIT E Price Schedule- with revised participant & session estimate**
- **Quote Estimate on attendance**
- **2019 Actual Income/Attendance Payment**
- **Cabrillo Rec Center After school/ DayCamp Calendar with contractor fee**
 - **Summer 2020**
 - **Fall 2020**
 - **Winter 2020-21**
 - **Spring 2021**

EXPLANATION OF EXHIBIT E PRICE SCHEDULE PROPOSAL

When comparing 2019 actual attendance/ Income for the Cabrillo Recreation Center Afterschool Program and Day camp, which was run by and paid to Walter D Heyward Company, (see attached 2019 Income Attendance Sheet) and the Program Price Tabulation chart Exhibit E PRICE SCHEDULE, the Estimated Participants per session seems to be a high estimate. Therefore Walter competed the form Exhibit E as given and also completed a revised Exhibit E with the corrected estimated number of sessions and estimated attendance which may give a more realistic GRAND TOTAL PRICE. (See Exhibit E and Revised Exhibit E)

(Also see attached (4) Calendar/ pricing sheets for SUMMER 2020, FALL 2020, WINTER 2020-21, AND SPRING 2021)

Also please Note when participants go on a field trip there may be an extra cost to participant. IE. Cost for movie ticket, entrance fees, activity fee, extra snack \$ etc.

Walter D. Heyward 1-20-20

Contractor
am and
s may be

holiday

Individual
or each
's

Estimated Price per Year*
Participants 5 - 12
850 / YR
1,600 / YR
975 / YR
375 / YR
1,200 / YR
400 / YR
600 / YR
150 / YR
1,750 / YR
1,950 / YR

20

**EXHIBIT E
PRICE SCHEDULE**

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below. Failure to provide pricing for each individual line of pricing on the "Program Price Tabulation" shall cause the Proposer's submittal to be rejected as non-responsive.

Program Price Tabulation				
Cabrillo Recreation Center	Number of Sessions	Estimated Participants per Session	Price Per Participant per Session	Estimated Price Per Year*
A. AFTERSCHOOL PROGRAM: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
After School - Half day	45	15	\$ 30.00	\$20,250/YR
After School - Standard Day	135	15	\$ 24.00	\$48,600/YR
Weekly - After School Standard Day - 5 days	33	15	\$105/85 ^{5/10}	\$51,975/YR
Weekly - After School Standard Day - 4 days	5	15	\$ 85/70 ^{5/10}	\$ 6,375/YR
TOTAL SECTION A, CLASSES:				\$127,200/YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily Drop-in (1 day)	49	15	\$ 40.00	\$29,400/YR
5-Day Camp	8	15	\$180/140 ^{5/10}	\$21,600/YR
4-Day Camp	3	15	\$150/130 ^{5/10}	\$ 6,750/YR
TOTAL SECTION B, CAMPS				\$ 57,750/YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$184,950/YR

* Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

Walt D. Flynn

Page 1 of 2
 (There may be an additional cost to participant for field trip fees)
 1-20-20

**EXHIBIT E
PRICE SCHEDULE**

*Revised
See explanation*

The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

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Program Price Tabulation <i>(Revised)</i>				
Cabrillo Recreation Center	Number of Sessions	Estimated Participants per Session	Price Per Participant per Session	Estimated Price Per Year*
A. AFTERSCHOOL PROGRAM: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
After School - Half day	42 45	8 15	\$ 30.00	\$ 10,680 / YR
After School - Standard Day	134 135	8 15	\$ 24.00	\$ 25,728 / YR
Weekly - After School Standard Day - 5 days	29 32	5 ¹⁵	\$ 105 / 485 ^{sib}	\$ 15,225 / YR
Weekly - After School Standard Day - 4 days	5	5 ¹⁵	\$ 85 / 705 ^{sib}	\$ 2,125 / YR
TOTAL SECTION A, CLASSES:				\$ 53,158 / YR
B. CAMPS: Held on Monday thru Friday (5 days) for students 5 - 12 years old.				
Daily Drop-in (1 day)	65 42	12 15	\$ 40.00	\$ 31,200 / YR
5-Day Camp	9 8	10 ¹⁵	\$ 180 / 160 ^{sib}	\$ 16,200 / YR
4-Day Camp	2 3	10 ¹⁵	\$ 150 / 130 ^{sib}	\$ 3,000 / YR
TOTAL SECTION B, CAMPS				\$ 50,400 / YR
GRAND TOTAL PRICE FOR SECTION A AND SECTION B:				\$ 103,558 / YR

* Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

(There ~~is~~ ^{may be} an extra cost to participant for field trip fees*

Walt D. Hoy 1-20-20

QUOTE ESTIMATE ON ATTENDANCE
MARCH 1, 2020-FEBRUARY 28, 2021
CABRILLO RECREATION CENTER AFTER SCHOOL & SCHOOL BREAKS
DAY CAMP MONDAY -FRIDAY YEAR ROUND
WALTER D HEYWARD- BUSINESS
WALTER D. HEYWARD - DIRECTOR/ OWNER
PHONE : 619 316-7552 SDSAUCE@GMAIL.COM

	FEE SCHEDULE	# CAMPERS	
AFTER SCHOOL DAILY	\$24.00	1073	\$25,752.00
AFTER SCHOOL HALF DAY DAILY	\$30.00	336	\$10,080.00
FULL DAY CAMP DAILY	\$40.00	780	\$31,200.00
WEEKLY AFTER SCHOOL 4 DAY SIB	\$70.00	3	\$210.00
WEEKLY AFTER SCHOOL SIBLING	\$85.00	53	\$4,505.00
WEEKLY AFTER SCHOOL 4 DAY	\$85.00	23	\$1,955.00
WEEKLY AFTER SCHOOL 5 DAY	\$105.00	103	\$10,815.00
FULL DAY CAMP WEEKLY 4 DAY SIB	\$130.00	10	\$1,300.00
FULL DAY CAMP WEEKLY 4 DAY	\$150.00	10	\$1,500.00
FULL DAY CAMP WEEKLY SIB	\$160.00	43	\$6,880.00
FULL DAY CAMP WEEKLY	\$180.00	52	\$9,360.00
		2486	\$103,557.00
NUMBER OF CLASSES 241			

WALTER D HEYWARD							
CABRILLO DAZE - AFTER SCHOOL AND SCHOOL BREAK DAY CAMP							
SUMMER 2020: JUNE-SEPTEMBER							
WEEK 1	JUNE 1-5	\$105/WK	\$85*	WEEK 8	JULY 20-24	\$180/WK	160*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	FULL DAY CAMP	\$ 40.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	FULL DAY CAMP	\$ 40.00	
WEEK 2	JUNE 8-12			WEEK 9	JULY 27-31	\$180/WK	160*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	MINIMUM DAY	\$ 30.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	FULL DAY CAMP	\$ 40.00	
FRIDAY	FULL DAY CAMP	\$ 40.00		FRIDAY	FULL DAY CAMP	\$ 40.00	
WEEK 3	JUNE 15-19	\$180/WK	160*	WEEK 10	AUGUST 3-7	\$180/WK	160*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	FULL DAY CAMP	\$ 40.00	
FRIDAY	FULL DAY CAMP	\$ 40.00		FRIDAY	FULL DAY CAMP	\$ 40.00	
WEEK 4	JUNE 22-26	\$180/WK	160*	WEEK 11	AUGUST 10-14	\$180/WK	160*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	FULL DAY CAMP	\$ 40.00	
FRIDAY	FULL DAY CAMP	\$ 40.00		FRIDAY	FULL DAY CAMP	\$ 40.00	
WEEK 5	JUNE 29-JULY 3	150/WK	\$130	WEEK 12	AUG 17-21	\$180/WK	160*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	FULL DAY CAMP	\$ 40.00	
FRIDAY	CLOSED CITY HOLIDAY			FRIDAY	FULL DAY CAMP	\$ 40.00	
WEEK 6	JULY 6-10	\$180/WK	160*	WEEK 13	AUGUST 24-28		
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	NO CAMP	\$ -	
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	NO CAMP	\$ -	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	NO CAMP	\$ -	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	NO CAMP	\$ -	
FRIDAY	FULL DAY CAMP	\$ 40.00		FRIDAY	NO CAMP	\$ -	
WEEK 7	JULY 13-17	\$180/WK	160*				
MONDAY	FULL DAY CAMP	\$ 40.00		AFTER SCHOOL CARE TIMES - 1:55-6:00			
TUESDAY	FULL DAY CAMP	\$ 40.00					
WEDNESDAY	FULL DAY CAMP	\$ 40.00					
THURSDAY	FULL DAY CAMP	\$ 40.00					
FRIDAY	FULL DAY CAMP	\$ 40.00					
				DAY CAMP TIMES 8:30-6:00			
				Sibling discount *			

** Fees/Prices reflect contractor's fee/payment

59 DAYS

WALTER D HEYWARD							
CABRILLO DAZE - AFTER SCHOOL AND SCHOOL BREAK DAY CAMP							
FALL 2020- SEPTEMBER-DECEMBER							
WEEK 1	AUG 31-SEPT 4	\$105/WK	\$85*	WEEK 8	OCT 19-23	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 2	SEPT 7-11	\$85/WK	\$70*	WEEK 9	OCT 26-30	\$105/WK	\$85*
MONDAY	CLOSED CITY HOLIDAY			MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 3	14-18	\$105/WK	\$85*	WEEK 10	NOV 2-6	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 4	SEPT 21-25	\$105/WK	\$85*	WEEK 11	NOV 9-13		
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	MINIMUM DAY	\$ 30.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	MINIMUM DAY	\$ 30.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	CLOSED CITY HOLIDAY		
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	MINIMUM DAY	\$ 30.00	
WEEK 5	SEPT 28- OCT 2	\$105/WK	\$85*	WEEK 12	NOV 16-20	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 6	OCT 5-9	\$105/WK	\$85*	WEEK 13	NOV 23-27		
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	FULL DAY CAMP	\$ 40.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	FULL DAY CAMP	\$ 40.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	FULL DAY CAMP	\$ 40.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	CLOSED CITY HOLIDAY		
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	NO CAMP	\$ -	
WEEK 7	OCT 12-16	\$105/WK	\$85*				
MONDAY	AFTER SCHOOL	\$ 24.00		AFTER SCHOOL CARE TIMES - 1:55-6:00			
TUESDAY	AFTER SCHOOL	\$ 24.00					
WEDNESDAY	AFTER SCHOOL	\$ 24.00		DAY CAMP TIMES 8:00-5:30			
THURSDAY	MINIMUM DAY	\$ 30.00					
FRIDAY	AFTER SCHOOL	\$ 24.00		Sibling discount *			

** Fees/Prices reflect contractor's fee/payment

61 DAYS

WALTER D HEYWARD							
CABRILLO DAZE - AFTER SCHOOL AND SCHOOL BREAK DAY CAMP							
WINTER 2020-21 DECEMBER-MARCH							
WEEK 1	NOV 30-DEC 4	\$105/WK	\$85*	WEEK 8	JAN 18-22	\$85/WK	\$70*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	CLOSED CITY HOLIDAY		
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 2	DEC 7-11	\$105/WK	\$85*	WEEK 9	JAN 25-29	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 3	DEC 14-18	\$105/WK	\$85*	WEEK 10	FEB 1-5	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	MINIMUM DAY	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 4	DEC 21-25			WEEK 11	FEB 8-12	\$85/WK	\$70*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	NO CAMP	\$ -		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	CLOSED CITY HOLIDAY			FRIDAY	NO CAMP	\$ -	
WEEK 5	DEC 28-JAN 1			WEEK 12	FEB 15-19	\$85/WK	\$70*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	CLOSED CITY HOLIDAY		
TUESDAY	FULL DAY CAMP	\$ 40.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	NO CAMP	\$ -		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	CLOSED CITY HOLIDAY			FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 6	JAN 4-8	\$105/WK	\$85*	WEEK 13	FEB 22-26	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 25.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 7	JAN 11-15	\$105/WK	\$85*				
MONDAY	AFTER SCHOOL	\$ 24.00		AFTER SCHOOL CAMP TIMES - 1:55-6:00			
TUESDAY	AFTER SCHOOL	\$ 24.00					
WEDNESDAY	AFTER SCHOOL	\$ 24.00		FULL DAY CAMP TIMES 8:00-5:30			
THURSDAY	MINIMUM DAY	\$ 30.00					
FRIDAY	AFTER SCHOOL	\$ 24.00		Sibling discount *			

** Fees/Prices reflect contractor's fee/payment

58 DAYS

WALTER D HEYWARD							
CABRILLO DAZE - AFTER SCHOOL AND SCHOOL BREAK DAY CAMP							
SPRING 2021: MARCH-JUNE							
WEEK 1	MARCH 1-5	\$105/WK	\$85*	WEEK 8	APRIL 19-23	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 2	MARCH 8-12	\$105/WK	\$85*	WEEK 9	APRIL 26-30	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 3	MARCH 15-19	\$105/WK	\$85*	WEEK 10	MAY 3-7	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 4	MARCH 22-26			WEEK 11	MAY 10-14	\$105/WK	\$85*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	MINIMUM DAY	\$ 30.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	MINIMUM DAY	\$ 30.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 5	MAR 29-APRIL 2	\$150/WK	\$130*	WEEK 12	MAY 17-21	\$105/WK	\$85*
MONDAY	FULL DAY CAMP	\$ 40.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	NO CAMP			TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	FULL DAY CAMP	\$ 40.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	FULL DAY CAMP	\$ 40.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	FULL DAY CAMP	\$ 40.00		FRIDAY	AFTER SCHOOL	\$ 24.00	
WEEK 6	APRIL 5-9	\$105/WK	\$85*	WEEK 13	MAY 24-28	\$85/WK	\$70*
MONDAY	AFTER SCHOOL	\$ 24.00		MONDAY	AFTER SCHOOL	\$ 24.00	
TUESDAY	AFTER SCHOOL	\$ 24.00		TUESDAY	AFTER SCHOOL	\$ 24.00	
WEDNESDAY	AFTER SCHOOL	\$ 24.00		WEDNESDAY	AFTER SCHOOL	\$ 24.00	
THURSDAY	MINIMUM DAY	\$ 30.00		THURSDAY	MINIMUM DAY	\$ 30.00	
FRIDAY	AFTER SCHOOL	\$ 24.00		FRIDAY	NO CAMP		
WEEK 7	APRIL 12-16	\$105/WK	\$85*				
MONDAY	AFTER SCHOOL	\$ 24.00		AFTER SCHOOL CARE TIMES - 1:55-6:00			
TUESDAY	AFTER SCHOOL	\$ 24.00					
WEDNESDAY	AFTER SCHOOL	\$ 24.00		FULL DAY CAMP TIMES 8:00-5:30			
THURSDAY	MINIMUM DAY	\$ 30.00					
FRIDAY	AFTER SCHOOL	\$ 24.00		Sibling discount *			

63 DAYS

** Fees/Prices reflect contractor's fee/payment