

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
SERVING SENIORS  
FOR MANAGING NON-CONGREGATE SENIOR SHELTERS**

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**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Serving Seniors (Contractor) (collectively, the Parties).

**RECITALS**

A. The City has leased real property located at 1655 Pacific Highway, San Diego, CA 92101 (“Premises”) to provide shelter and services to those experiencing homelessness throughout the city. The Premises is a 34-unit hotel to be utilized as a non-congregate Senior Shelter.

B. City seeks a contractor to operate, oversee, and manage the City’s non-congregate Senior Shelter, at the Premises designed to serve older adults and elder adults 55 years of age and older, as further described in the Scope of Services (Services), attached hereto as Exhibit A. 32 units will be utilized for individuals and 2 units be utilized for staff purposes.

C. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

D. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

E. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

F. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

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

## ARTICLE 1 CONTRACTOR SERVICES

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Homelessness Strategies and Solutions Department (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Leticia Rodriguez, Program Manager  
202 C Street San Diego, CA 92101  
(858) 292-6441  
[RodriguezL@sandiego.gov](mailto:RodriguezL@sandiego.gov)

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**1.5 License.** The City grants Contractor use of Premises in accordance with the terms of the License Use Terms for Pacific Highway Facility attached hereto as Exhibit D and incorporated herein by reference.

**1.6 California State Homeless Housing Assistance and Prevention (HHAP) grant provisions.** Due to the use of State HHAP funds by City, this Agreement incorporates by reference HHAP Contract Provisions, attached hereto as Exhibit E.

## ARTICLE 2 DURATION OF AGREEMENT

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

**2.2 Agreement Term.** This Agreement shall commence on the Effective Date to June 30, 2023. City may, in its sole discretion, unilaterally exercise an option to extend this Agreement for two additional one (1) year periods, extending the term if all options are exercised to June 30, 2025.

### **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$ 1,000,000.00. In the event the City exercises its options to extend the Agreement, Contractor's compensation shall not exceed an amount of \$1,000,000.00 per option period and expended in accordance with the budget breakdown listed in Exhibit F.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

### **ARTICLE 4 CONTRACT DOCUMENTS**

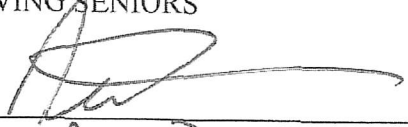
**4.1 Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

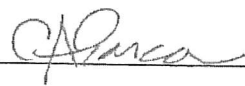
**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

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

CONTRACTOR  
SERVING SENIORS

CITY OF SAN DIEGO  
A Municipal Corporation

By: 

By: 

Name: Paul Downes

Name: Claudia C. Abarca

Title: President/CEO

Director, Purchasing & Contracting

Date: 11/3/22

Date: November 8, 2022

Approved as to form this 10 day of  
November, 2022  
MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

Jose A Garcia  
Print Name

## **EXHIBIT A SCOPE OF SERVICES**

### **A. BACKGROUND**

The Homeless Strategies and Solutions Department (HSSD) is the department of the City of San Diego (City) that oversees and develops homelessness related programs and services. HSSD plans, develops, and oversees a comprehensive network of citywide programs that provide immediate assistance and long-term solutions to meet the needs of those experiencing homelessness. The department operates a comprehensive network of citywide programs that reflect a balance between providing immediate assistance and long-term solutions that meet the needs of those experiencing homelessness.

### **B. ADMINISTRATIVE OFFICE LOCATION**

The Contractor will maintain administrative offices at 525 14<sup>th</sup> St. Suite 200, San Diego, CA. 92101.

### **C. OBJECTIVE**

The Program will provide safe, low-barrier shelter for, at least, 60 individual seniors experiencing unsheltered homelessness in the City of San Diego (Program). The Program will emphasize sheltering unsheltered, single adults, 55+ years, who have already been matched to Rapid Rehousing (RRH), Permanent Supportive Housing (PSH), or housing Voucher, who need a safe, indoor place while their housing resource is accessed. The Program will utilize trauma-informed care, Motivational Interviewing, and harm reduction model, which does not require sobriety.

Utilizing the Housing First model, the Program's objective is to provide safe, low-barrier bridge housing, as well as stabilization and supportive services, to prepare persons experiencing homelessness for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. The Program is an important component to the vision, principles, and strategies identified within the City of San Diego's Community Action Plan on Homelessness for a more comprehensive, humane, and effective approach to addressing and ending homelessness amongst various populations in San Diego. Additionally, the Program aligns with the Regional Community Action Plan to Prevent and End Homelessness and the Community Standards for the San Diego County and City Continuum of Care.

### **D. PROGRAM SERVICES**

Contractor shall provide the following services under this Agreement:

#### **1. TARGET POPULATION**

The Program will serve older and elder adults experiencing homelessness. Older adults are defined as 55 years of age or older and elder adults as 65 years of age or older.

- a. Eligibility Criteria** – Intake of individuals into the Program shall follow the following priority order:
  - i.** 1st Priority – Unsheltered, Single Adults, 55+ years old, matched to RRH, PSH, or Voucher.
  - ii.** 2<sup>nd</sup> PRIORITY – Sheltered, Single Adults, 55+ years old, matched to RRH, PSH, or Voucher.
  - iii.** 3<sup>rd</sup> Priority – Unsheltered, Single Adults of any age, matched to RRH, PSH, or Voucher.

## **2. PROGRAM COMPONENTS**

Service delivery will be client-focused. Shelter staff and persons who interact with clients will be trained on homeless population service provision, positive engagement, and general customer service standards that address the needs of the target population. Services to be provided include, but are not limited to:

- a.** Alignment with Housing First principles with low barrier to entry and operations.
- b.** Assistance with obtaining safe, permanent housing.
- c.** Where necessary, provide access to health resources including mental and behavioral health services.
- d.** Access to case management and other appropriate permanent housing-focusing services (e.g., Housing Navigations, Case Conferencing) and.
- e.** Participation in the Coordinated Entry System.
- f.** Program will also provide for the following basic services, including, but not limited to:
  - i.** Appropriate 24-hour residential services and staffing;
  - ii.** Maintenance of beds and other residential furnishings;
  - iii.** A minimum of two (2) meals per day in compliance with all applicable health and safety regulations;
  - iv.** Showers, wash stations, restrooms, laundry facilities, laundry services, and belongings storage for program clients;
  - v.** Routine operating and client supplies, including, but not limited to, hygiene products, basic first aid supplies, and cleaning supplies;
  - vi.** Telephone access and message services;
  - vii.** Regularly laundered linens;
  - viii.** Mail services;
  - ix.** On-site and/or off-site counseling services;

- x. Outside agency referrals;
  - xi. Coordination to support testing and vaccinations for communicable diseases; and
  - xii. Adequate staffing and peer support with appropriate, City reviewed, ongoing training for service delivery and data analysis.
- g.** Contractor is responsible for ensuring their staff attend, participate in, and complete necessary trainings, as well as keep a record of all trainings completed by staff employed for this program. Trainings shall be completed within six (6) months of hire date, unless completed within the past two (2) years. Trainings must be refreshed as indicated below for the following trainings:
- i. Cultural Competency – every three (3) years
  - ii. Motivational Interviewing - every three (3) years
  - iii. Trauma Informed Care - every three (3) years
  - iv. Harm Reduction - every three (3) years
  - v. Mandated Reporter - every three (3) years
  - vi. Substance Use Disorders - every three (3) years
  - vii. Mental Health Recovery – every three (3) years
  - viii. Effective Goal Setting (SMARTER) - every three (3) years
  - ix. HMIS Documentation – Initial training within one (1) month of hire date; every three (3) years or as soon as possible if substantial changes to standards occur
  - x. First-Aid and CPR – Initial training within three (3) months of hire; refresh as necessary to maintain certification
  - xi. Additional future training as needed to address public health concerns
  - xii. Contractor may provide ‘in house’ training to their staff. HSSD must receive curriculum and approve such training.
- h.** A designated point-of-contact who is available at all times to address issues that may arise at the shelter and coordinate security issues with the San Diego Police Department,
- i.** Appropriate policies and procedures for shelter operations, including low-barrier house rules, which will be displayed on-site at all times, and various means for participants to provide feedback to and input into the shelter,
- j.** Data entry, analysis, and reporting in the Regional Task Force on Homelessness (RTFH) approved Homeless Management Information System (HMIS) for all shelter clients and activities.

### **3. SYSTEM COORDINATION**

#### **a. Coordinated Entry System (CES)**

- i. Contractor will participate in CES as established by the RTFH and focus on the CES standardized vulnerability assessment tool in screening, referral, and admissions processes for all program clients, when appropriate and as established by Regional Task Force on the Homeless (RTFH).
- ii. Participation in housing navigation, case conferencing, or other integral components of CES when appropriate and as established by RTFH.

- b. 2-1-1 San Diego.** Contractor must list the program along with relevant program details and services in the 2-1-1 San Diego database. In order to remain compliant with this requirement, Contractor must have updated and/or approved the program service listing in the 2-1-1 San Diego database within the past twelve (12) months.

### **4. COMMUNITY ENGAGEMENT**

Contractor shall maintain a Community Engagement/Good Neighbor Plan for the areas surrounding the program site including, but not limited to:

- a. Methodologies for maintaining a clean and safe environment;
- b. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
- c. Providing opportunities for electronic and/or written community feedback; and
- d. Demonstrating community input has been reviewed and incorporated into operations plans, as appropriate.

### **5. RECRUITMENT AND HIRING OF STAFF FOR OPERATIONS OF THE PROGRAM**

Contractor shall provide the following within sixty (60) days of agreement signing:

- a. Job descriptions for program staff in alignment with local and national best practices for delivery of all program services as described herein
- b. Staffing plan to accommodate delivery of 24-hour residential services for all services outlined in the Program Services Section contained herein

### **6. SECURITY, SITE CONTROL, AND PROPERTY MANAGEMENT**

Contractor shall comply with the License Use Terms for the Pacific Highway Facility which further details Contractor's maintenance and repair obligations, of which corresponding costs are incorporated into the project budget.



Specifically, the Contractor shall:

- a.** Maintain a secure and healthful environment for delivery of all services;
- b.** Provide for site control, prompt maintenance and repair, utilities, 24-hour security, janitorial services, waste removal and disposal;
  - i.** Contractor shall notify HSSD of any maintenance and repairs needed and cost of such expenses immediately upon identifying the need. Expenses shall require prior written approval of HHSD, except for emergency repairs involving danger to persons or property, or required to avoid imminent suspension of any necessary service to Premises.
- c.** Maintain a fire escape emergency plan, fire watch, and comply with Fire Marshal inspections and recertifications as need and;
- d.** Must report all critical incidents to the City designee as soon as possible, but no later than 24 hours after the incident occurs. A critical incident is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the program.

## **7. OPERATIONAL PLANNING AND SET UP**

- a.** Assume responsibility for site management and security.
- b.** Designate a point-of-contact who is available at all times to address issues that may arise at the program site.
- c.** Plan to provide 24-hour security to ensure a safe environment at the program site for program clients, volunteers, and others who may come in contact with the program site.
- d.** Security and safety measures include, but are not limited to:
  - i.** Security staff plans to include any recommendations made by SDPD if applicable to include at a minimum:
    - (a)** Control of access to all ingress/egress points.
    - (b)** Monitoring of the perimeter and interior of the program site.
    - (c)** Utilizing appropriate de-escalation techniques as necessary.
    - (d)** Enforcement of no smoking rules.
    - (e)** Reporting of emergency situations to the fire or police department.
    - (f)** Directing occupants to the exits in case of emergency.
    - (g)** Directing emergency responders to incident locations.
  - ii.** Staff must be trained on all emergency protocols, including how to alert and evacuate all program clients in the event of a fire or emergency.
  - iii.** Staff must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage.
- e.** Policies and procedures for infectious disease prevention and safety measures in accordance with all County of San Diego Public Health and/or City mandates and guidelines.

- f.** All security staff, whether employed by the Contractor(s) or staff through a third-party vendor must be trained in the following areas:
  - i.** Cultural competency to best serve the target population;
  - ii.** All public health and infectious disease prevention safety measures in effect during the term of this agreement;
  - iii.** The program's terms of service; and
  - iv.** Critical incident reporting.
- g.** Emergency Preparedness Plan, to include, at a minimum:
  - ii.** Identification of the person(s) at the programs site who is responsible for the initial response and subsequent action to be taken in the event of an emergency during each shift.
  - iii.** Emergency phone numbers and resources, as well as a contact protocol for Contractor(s) and Commission staff, accessible to all staff and security at the program site at all times.
  - iv.** Emergency evacuation plan to be posted/displayed at the program site at all times which includes, at a minimum;
    - (a)** Map of designated meeting locations for evacuees;
    - (b)** Plan for immediate evacuation;
    - (c)** Plan for delayed evacuation;
    - (d)** Shelter-in-place procedure; and
    - (e)** Re-entry procedure.
  - v.** Fire Escape Emergency Plan
    - (a)** A fire watch at all times (including hourly logs).
    - (b)** Compliance with fire marshal inspections and recertifications as needed.
  - vi.** Emergency procedures for the following events:
    - (a)** Fire
    - (b)** Earthquake
    - (c)** Flood
    - (d)** Wildfire
    - (e)** Tsunami
    - (f)** Gas Leak
    - (g)** Power Outage
    - (h)** Medical emergencies
    - (i)** Workplace violence, including, but not limited to:
      - 1. Threats of violence
      - 2. Criminal activity

3. Active shooter situations

- (j) Locations of emergency equipment and supplies (posted/displayed at the program site at all times)
- (k) Locations of utility and sprinkler shutoffs (posted/displayed at the program site at all times)
- (l) Annual training on Emergency Plan for all staff working at the program site
- vii. Update program details and services in the 2-1-1 San Diego Database.
- viii. Procedures for data entry, analysis, and reporting in the RTFH approved Homeless Management Information Systems (HMIS) of all program activities, as required by RTFH community standards, including obtaining licenses and training for all HMIS users.

**D. PROGRAM POLICY REQUIREMENTS FOR SERVICE DELIVERY AND PROGRAM OPERATIONS**

Policies and procedures shall be submitted to the City within sixty (60) days of contract signing and must be organized and include a table of contents outlining all content. Program Policies and Procedures must include at a minimum:

- a. Program design as it relates to the target population and surrounding community that:
  - i. Is grounded in Housing First principles.
  - ii. Utilizes harm reduction, trauma-informed care, diversion strategies, and cultural competency for best practices.
  - iii. Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices.
  - iv. Includes a description for how internal and external resources and partnerships are utilized to maximize program client services.
- b. Service description and delivery method for all services outlined in the Program Services section herein.
- c. Process for verifying and documenting homelessness in alignment with the federal Department of Housing and Urban Development's (HUD's) recordkeeping and reporting requirements. Policy shall include the following:
  - i. Process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to program entry;
  - ii. HUD's definition of homeless and chronic homelessness;
  - iii. Identification of the categories of homelessness that apply to the program;
  - iv. List examples of documentation accepted by HUD to verify homeless status with HUD's preferred order of verification identified;

- v. Method for obtaining acceptable forms of documentation to verify homelessness; and
- vi. Process to obtain any outstanding third-party verifications when unable to obtain prior program enrollment.

**d. Housing First Fidelity**

- i. Description of the implementation and ongoing processes used to verify the program is operated in a manner consistent with Housing First principles.

**E. HSSD CONTRACTING PROCEDURES MANUAL**

The Contractor shall comply with the Homelessness Strategies and Solutions Department’s policies and procedures defined in the Performance Monitoring and Finance Unit’s FY23 Contracting Procedures Manual.

**F. PROGRAM OUTCOMES**

- a. All program progress must be documented to the City through recurring monthly, quarterly, and term end reports in a form, format, and submission timeline determined by the City. Delays in responding to inquiries from the City regarding recurring reports may result in an action of noncompliance.
- b. For the Agreement term, Contractor(s) must use good faith efforts to accomplish the following primary Program outcomes and targets.

<b>Performance Standards and Outcomes</b>	<b>Measure</b>	<b>Target</b>
Persons/Households Served	# of Persons Served	60 Individual Senior
	Occupancy Rate (Number of occupied beds per night/ 60 available beds)	At Least 95%
Exits	Positive Outcomes	At least 26% exit to Permanent Housing
		At least 30% exit to Permanent or Other Longer-Term Housing
	Negative Outcome	Less than 10% leave program due to violation of terms of service (involuntary exit)
	Exits to other Emergency Shelters and Places Not Meant for Habitation	Reporting Only

Performance Standards and Outcomes	Measure	Target
Length of Participations	Average Length of Stay for All Persons Exiting the Program(s)	Reporting Only
	Average Length of Stay for Persons Exiting the Program(s) to Permanent Housing	Reporting Only
	Length of Stay for All “Stayers” in the Program(s)	Reporting Only
Recidivism	Returns to Homelessness	No more than 12% of Program Clients exiting to permanent housing will return to homelessness within six (6) months of exiting the program(s)
Improved Self-Sufficiency	% of Adults who maintained or increased income from any source from entry to exit	Reporting Only

## G. STATEMENT OF WORK DEFINITIONS

- a. **Care Coordination.** Care Coordination involves deliberately organizing a resident’s support/care activities and sharing information among all of the partners involved with supporting a residents housing and quality of life needs to achieve long-term housing stabilization.
- b. **Case Management.** Case Management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy to meet an individual’s or households supportive housing needs, including developing and supporting a residents housing plan throughout their tenancy, through communication and available resources to promote quality of life, and long term stabilization.
- c. **Critical Time Intervention.** Critical Time Intervention (CTI) is a time-limited evidence-based practice that seeks to prevent recurrent homelessness in people with mental health needs leaving shelters, hospitals, or other institutions during periods of transition. It facilitates community integration and continuity of care by promoting a person has ties to their community and support systems during these critical periods.
- d. **Cultural Competency.** Cultural competence is the ability of an individual to understand and respect values, attitudes, beliefs, and mores that differ across cultures,

- and to consider and respond appropriately to these differences in planning, implementing, and delivering supportive services and other programs, including supportive housing.
- e. **Harm Reduction.** Harm Reductions models use a variety of strategies to reduce the harmful consequences associated with substance misuse. Harm reduction strategies seek to reduce morbidity and mortality associated with substance misuse for those for whom abstinence is not an immediate and/or feasible goal.
  - f. **Housing First.** Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, income or service participation requirements.
  - g. **Trauma Informed Care.** Trauma Informed Care is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.

**EXHIBIT B**  
**CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS**

**EXHIBIT B**



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



**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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



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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliances  
COVID Certification Form  
Insurance Certificates with all endorsements  
Taxpayer Identification Form W-9 (if not currently on file)  
IRS Letter of Non-Profit 501(c) (3) Status  
Living Wage Certification Form or Living Wage Exemption Form (if applicable)

**EXHIBIT D**  
**LICENSE USE TERMS FOR PACIFIC HIGHWAY FACILITY**

**EXHIBIT D**  
**License Use Terms for Pacific Highway Facility**

Contractor shall comply with these License Use Terms (“License”) when using, occupying, or performing any services for the Bridge Shelter Program at the Premises described below.

1. Right to Enter. Subject to the terms and conditions of this License, City hereby grants permission to Contractor to enter upon that certain property improved with an approximately 21,000 square foot building, which includes 34 units, located at 1655 Pacific Highway, San Diego, CA. 92101- APN’s 533-311-12-00 and 533-311-03-00 (“Premises”), as further depicted in *Attachment 1: Aerial View of Premises* solely for the Allowed Uses (as defined below). Contractor shall have the right to enter the Premises for the duration of the Contract.
2. Waiver of Rent and Processing Fee. The standard processing fee and the annual rent are hereby waived due the public purposes, specifically assisting in the provision of housing and other services to homeless families within the City, that Contractor will provide under this License.
3. Allowed Uses. Contractor may use the Premises for the purposes outlined in Scope of Services which is attached as Exhibit B to the Agreement (“Allowed Uses”).
4. Competent Management. Contractor will provide competent management of the Allowed Uses to City’s reasonable satisfaction. "Competent management" will mean management practices generally considered acceptable within Contractor’s industry for the management and operation of activities substantially similar to the Allowed Uses and in compliance with all applicable local, state and federal laws, rules and regulations, and in a fiscally responsible manner. "Fiscally responsible manner" will mean in accordance with generally accepted accounting principles consistently applied and absent financial malfeasance.
5. Trash and Refuse. Contractor will, at its sole cost and expense, contract for waste removal for all trash and refuse generated on the Premises. Refuse containers will not be located outside the Premises. Contractor will ensure that refuse containers are emptied on a regular basis and will prevent refuse containers from overflowing or creating unhealthful, unsightly, or unsanitary conditions. Contractor will ensure appropriate disposal of trash.
6. Parking. Contractor will provide and maintain the parking lot on the Premises in accordance with the Allowed Uses and terms and conditions of the Agreement.
7. Waste, Damage, or Destruction. Contractor will not commit or allow to be committed any waste or any public or private nuisance on the Premises, will keep the Premises clean and clear of refuse and obstructions, and will dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to City. If the Premises are put into a condition which is not decent, safe, healthy, and sanitary, Contractor will restore the Premises to their prior condition within a reasonable time and to City’s reasonable satisfaction.

8. Asbestos Disclosure. Portions of the structural components of the Premises may contain asbestos. Contractor acknowledges receipt of notice from CITY of the presence of such asbestos in accordance with California Health and Safety Code Section 25915. Contractor will disclose to all appropriate parties the existence of asbestos on the Premises, as required by California Health and Safety Code Section 25915. Contractor will protect, defend, indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the Premises.
9. Asbestos. If Contractor makes improvements, alterations or repairs to the Premises, Contractor will be responsible for any asbestos removal, management, or containment, and will pay all costs associated therewith. Asbestos removal, management or containment will be conducted in accordance with all applicable laws and as approved by City. City reserves the right to inspect any improvements, alterations or repairs to the Premises made by Contractor. CITY may, at its discretion, station supervisory personnel at the work site to ensure that Contractor's obligations under this section are fulfilled. Each party will coordinate with the other any improvement, alteration or repair, and except in the event of an emergency, the party responsible for such work will provide written notice to the other party at least fifteen (15) days prior to commencing the work.
10. Maintenance. Contractor shall, at Contractor's sole cost and expense, and to City's satisfaction, maintain the Premises in good order and repair, and in a safe, healthy and sanitary condition at all times during the Term. Maintenance shall include janitorial and routine maintenance and repair services at the Premises, including but not limited to, pest control, basic maintenance of landscaping, technology repairs, and general repairs, such as: basic plumbing and electrical issues, doors/hardware/electronic hardware, windows, laundry, walls, fixtures including lighting fixtures, entry gates/fencing, furniture, IT equipment, including security equipment. City shall at no time during the Term of the Agreement be required to make any improvements or repairs to the Premises that are noted directly above. Contractor shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at Contractor's sole cost and expense, with respect to maintaining the Premises in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the project or staffing or resources for the maintenance of the Premises during the Term. If the Premises are not in a clean, decent, safe, healthy and sanitary condition, in City's reasonable determination, CITY will have the right but not the obligation, after thirty (30) days prior written notice to CONTRACTOR, to have any maintenance work done that is reasonably deemed by CITY in its sole discretion to be necessary, at CONTRACTOR's sole cost and expense. CONTRACTOR will promptly pay CITY for all costs incurred for such work immediately upon receipt of an invoice therefor. CITY may require CONTRACTOR to file with CITY a faithful performance bond to ensure the prompt correction of any condition which is not clean, decent, safe, healthy and sanitary. The bond will be in an amount reasonably determined by CITY to be adequate to correct the unsatisfactory condition. CONTRACTOR will pay the cost of the bond. In addition, CONTRACTOR is responsible for the following maintenance obligations:
  - (a) Contractor shall conduct bi-monthly inspections and submit detailed maintenance inspection reports to the City's Homeless Strategies and Solutions Department



Director twice a month demonstrating that they have inspected every room and the common areas of the Premises and note any issues that need repair.

- (b) Contractor shall ensure that all ceiling exhaust fans in restrooms are operational at all times.
- (c) Contractor shall maintain shower guards, to prevent water from spraying outside showers, in each room.
- (d) Contractor shall maintain all appliances, including but not limited to the appliances contained in **Attachment 2: Appliance Inventory**, in a decent, safe, and sanitary condition. Contractor is obligated to maintain, repair, or replace all appliances on the Premises in accordance with manufacturer recommendations to prevent damage and disrepair. Contractor shall take all reasonable action to ensure that any existing warranties are not voided.
- (e) Contractor shall provide onsite facility and janitorial staff with training materials on identifying visible mold, proper cleaning, and cleaning products to use for mold. Contractor shall inspect for mold growth every two weeks.
- (f) The Contractor shall strictly enforce the Communications/Litter Plan created to remove litter and maintain communication with the immediate neighborhood, contained in **Attachment 3: Communications/Litter Plan**.

Nothing in the License obligates the City to work solely with the Contractor for Maintenance Services and City reserves the right to utilize its own licensed and insured contractors, or those assigned under the Property Owner if so desired to perform Maintenance Services.

- 11. City's Right to Enter and Inspect. City reserves the right to enter upon the Premises at all times, to perform any work or inspections on the Premises and to inspect the Premises as City deems necessary. Nothing in this section shall require City to perform any work or inspections. City will provide reasonable prior courtesy notice unless there is an emergency need to enter and inspect.
- 12. Superior Interests. This License is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Premises, whether or not of record. Contractor shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Premises for the Allowed Uses, relative to any such superior interest. If Contractor's use of the Premises is or becomes inconsistent or incompatible with a preexisting, superior interest, Contractor shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
- 13. Restoration of the Premises. Upon thirty (30) days after the expiration or termination of the Contract, Contractor shall remove all personal items and restore the Premises to substantially the same condition as existed immediately prior to the Contractor's use of the Premises for the Allowed Use.

14. Unauthorized Activities. Contractor shall not engage in any activity on the Premises other than the Allowed Use. Any use of the Premises that was not previously approved in writing by the City or otherwise authorized by this License, shall subject Contractor to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Premises shall be returned to its condition on the Effective Date, as well as being a basis for immediate termination of the Agreement and License, all of which shall be subject in the sole discretion of the City.
15. Improvements/Alterations. No improvements, structures, or installations will be constructed on the exterior of the Premises, and the Premises may not be altered, by Contractor without City's prior written approval. Contractor will not make any structural or architectural design alterations to approved improvements, structures, or installations on the Premises without City's prior written approval. This provision will not relieve Contractor of any maintenance obligation under the Agreement. City will not be obligated by this License to make or assume any expense for any improvements or alterations to the Premises.
16. City Improvements/Alterations/Repairs. Notwithstanding the Contractor's responsibility for all maintenance, and without creating any obligation on the City to do so, Contractor acknowledges that City may choose to complete certain repairs to the Premises, and reserves the right to do so, upon notice to the Contractor. Contractor agrees that it will allow access to the Premises by City and City's contractors and agrees to ensure that areas where repairs are being completed are accessible and available for the repairs to be done. Contractor further agrees and acknowledges that City has not made any promises to complete any specific repairs and that City's failure to complete any specific repair will not be a breach by City of the Agreement. Contractor specifically agrees to hold City harmless and waives all rights to damages for any loss resulting from City's exercise of its rights reserved under this section, and for City electing to not make any specific repairs.
17. Personal Property.
  - (a) Personal Property. Contractor will remove Contractor-owned machines, appliances, equipment, trade fixtures, and other items of personal property, including those belonging to Contractor's guests and invitees, upon the expiration of the Term, or as soon as practicable after termination, but in no event later than thirty (30) days after the expiration or earlier termination of the Agreement. Any such items which Contractor fails to so remove will be deemed abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove such items at Contractor's sole cost and expense. Contractor, at its sole cost and expense, will be responsible for the repair of any and all damage resulting from the removal of its personal property from the Premises.
  - (b) Late Removal. Notwithstanding any provision of this License to the contrary, Contractor will pay rent to City for any period of time after the expiration or termination of this License, whether by City or Contractor, needed to remove improvements or personal property as required by this License. Such rent will be calculated on a per diem basis using the then-current fair market rental rate as determined by an appraisal prepared by qualified CITY staff.

- (c) CITY's Right to Acquire Personal Property. If Contractor wants to dispose of any of its personal property used in its operations on the Premises upon expiration or termination of this License, CITY will have the first right to acquire such personal property.
18. Utilities. City will order, obtain, and pay for all water, utilities, and service and installation charges in connection with the operation of the Premises. Contractor agrees to use its best efforts to ensure utility consumption is reasonable. Contractor will notify City of any circumstances or events that Contractor is aware of, which have caused or are expect to cause a moderate to significant increase in utility usage or costs. City may review monthly costs and provide advice and direction to Contractor to better control utility usage.
19. Liens. LICENSEE will protect, defend, indemnify, and hold CITY harmless from and against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises performed by or on behalf of the LICENSEE and the costs of defending against such claims, including without limitation reasonable attorneys' fees. If LICENSEE causes improvements, alterations, or repairs to be made to the Premises, and a lien or notice of lien is filed against the Premises, LICENSEE will notify CITY of the lien within five (5) days after LICENSEE first becomes aware of the existence of the lien, and within thirty (30) days after the filing either: (a) take all actions necessary to record a valid release of the lien; or (b) file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this License is subject to State prevailing wage laws. For any construction project performed under this License cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this License cumulatively exceeding \$15,000, LICENSEE, its contractors and its subcontractors will comply with State prevailing wage laws including, but not limited to, the requirements contained in ***Attachment 5: Prevailing Wages***.
20. Nuisance and Noise Disturbances. LICENSEE shall not use the Premises in any manner which, in the opinion of the CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
21. Hazardous Materials. Contractor shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Premises. Contractor and Contractor's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises without CITY's prior written consent. Contractor shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks,

or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 21.1 Release. For all purposes of this License, a “release” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 21.2 Hazardous Substance. For all purposes of this License, “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 21.3 Remediation. If Contractor’s occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, Contractor shall pay all costs of remediation and removal to the CITY’s satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 21.4 Removal. If Contractor or Contractor’s agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, Contractor or Contractor’s agent shall remove all Hazardous Substances in any type of container, equipment or device from the Premises immediately upon or prior to the expiration or earlier termination of this License t. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Premises. Contractor shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 21.5 Indemnity. Contractor shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Contractor’s occupancy, use, development, maintenance, or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Contractor’s officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 21.6 Notice of Release. If Contractor knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, Contractor shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. Contractor shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Contractor knows or has reasonable cause to believe that such substance is an

imminent release or is an imminent substantial danger to public health and safety, Contractor shall take all actions necessary to alleviate the danger. Contractor shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

- 21.7 Environmental Assessment. Upon reasonable cause to believe that Contractor's occupancy, use, development, maintenance, or restoration of the Premises resulted in any Hazardous Substance being released on, from or beneath the Premises, City may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at Contractor's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Contractor's occupancy, use, development, maintenance, or restoration of the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. Contractor shall cause, or if Contractor fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental laws and regulations are achieved, and Contractor shall pay all costs and expenses therefore.
22. Repair. Contractor shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Premises or the surrounding property caused directly or indirectly by Contractor's use of the Premises, including items that CITY staff has determined to be damaged. Contractor shall comply with the direction of City's Homeless Strategies and Solutions Department with respect to the method of any repairs or replacement arising under this License or Agreement.
23. Grading and Barriers. LICENSEE shall not change the surface grade or construct any permanent barriers within the Premises. Any violations shall be corrected by LICENSEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this License.
24. Single Use Plastic Reduction Ordinance. Unless an exception applies, Contractor will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907, as may be amended. By signing the Agreement, Contractor certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.
25. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt, or

decomposed aggregate surfaces unless otherwise approved in writing by City prior to the commencement of the use.

26. Acceptance of Premises. By signing this Agreement, Contractor represents and warrants that it has independently inspected the Premises and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Premises. Contractor acknowledges that the Premises are in good order and condition and will take possession of the Premises "as is." Contractor further represents and warrants that it is not relying on any representation by CITY as to the condition of the Premises or its suitability for the Allowed Uses, and that Contractor is relying solely on its own and independent inspections, tests, investigations and observations of the Premises in entering into this Contract. Contractor accepts the Premises in its current condition. Contractor acknowledges and agrees that unless set forth in this License or the Agreement, City has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Premises at any time. Contractor shall not hold City responsible for any defects in the Premises. Contractor accepts and assumes all risk of harm to all persons and property from any defects in the Premises or any improvements thereon, and shall be solely responsible therefore.
27. Governmental Approvals. Neither City nor City Council is obligating itself to Contractor or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to Contractor's occupancy, use, development, maintenance or restoration of the Premises. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

Attachment 1: Aerial View of Premises

Attachment 2. Appliance Inventory

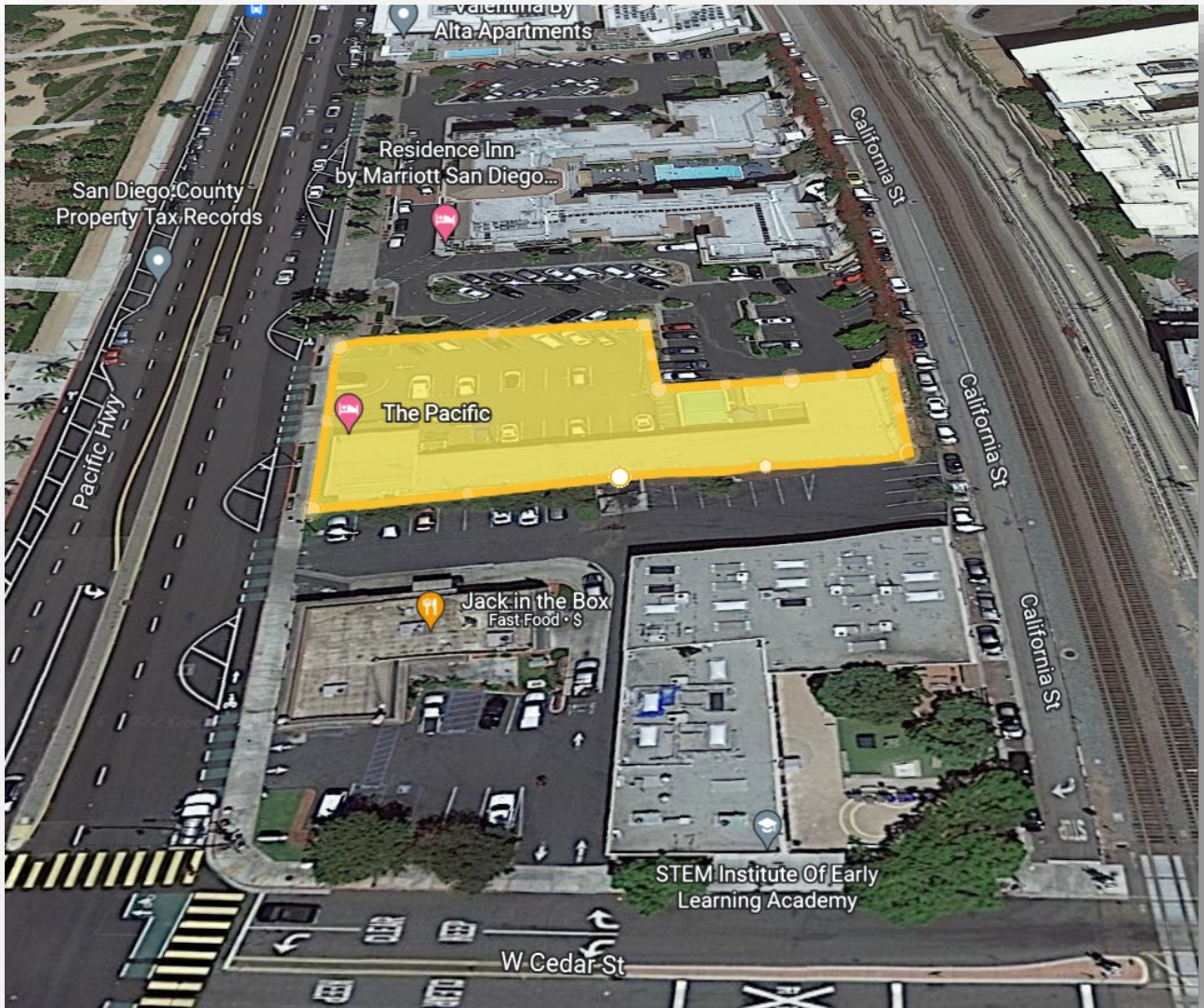
Attachment 3: Communications/Litter Plan

Attachment 4: Rules of Conduct for Residents

& Visitors

Attachment 5: Prevailing Wage

**ATTACHMENT 1**  
**Aerial View of Premises**



**ATTACHMENT 2**  
**Appliance Inventory**

The appliances inventory is as follows:

**Lower Level:**

16 Televisions

**Upper Level:**

18 Televisions



**ATTACHMENT 3:**  
**Communications/Litter Plan**

1. The Contractor shall establish and will strictly enforce Regulations and Rules of Conduct applicable to all persons using the Facility.
2. The Contractor shall provide personnel 24-hours a day for the enforcement of all applicable rules.
3. The Contractor will be responsible for trash abatement on the Premises and within 100 feet of the building entrances, and shall keep the area free of graffiti, litter, trash, and other related nuisances.
4. At least twice a day, the Contractor shall inspect the site.
5. The Contractor shall provide sweeping and litter control for the site.

**ATTACHMENT 4:**

**Rules of Conduct**  
**for Residents and**  
**Visitors**

1. Each resident will sign house rules that are designated to ensure the community's safety and security. Any disruptive behavior in the Premises or around the building will not be allowed, and is grounds for expulsion from the Premises. Behavior that is threatening, violent, or illegal will be referred to the San Diego Police Department.
2. Weapons are not allowed in the Premises.
3. Communal trays, napkins, plates, utensils or food will not be removed from the communal dining areas.
4. Queuing around the outside of the Premises shall not be permitted at any time.
5. Illegal drugs are not allowed in the Premises.
6. Alcohol is not allowed in the Premises.
7. Smoking inside the Premises, except in designated smoking areas, is not allowed.
8. Anyone under 18 years of age must be accompanied by an adult.
9. Belongings may be searched and checked into the storage area should security deem it necessary.

**ATTACHMENT 5:**  
**Prevailing Wages**

By signing this License, LICENSEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any construction or maintenance work as described in San Diego Municipal Code section 22.3019.

1. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this License is subject to State prevailing wage laws. For construction work performed under this License cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this License cumulatively exceeding \$15,000, LICENSEE, its contractors and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. LICENSEE must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1.1 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, LICENSEE, its contractors and its subcontractors shall ensure that all workers who perform work under this License are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. LICENSEE, its contractor and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this License. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate

shall become effective on the date following the expiration date and shall apply to this License in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this License, each successive predetermined wage rate shall apply to this License on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this License, such wage rate shall apply to the balance of the License.

**1.2 Penalties for Violations.** LICENSEE, its contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**1.3 Payroll Records.** LICENSEE, its contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. LICENSEE and its contractor shall require its subcontractors to also comply with section 1776. LICENSEE, its contractor and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. LICENSEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. LICENSEE, its contractor and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**1.4 Apprentices.** LICENSEE, its contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. LICENSEE’s contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**1.5 Working Hours.** LICENSEE, its contractor and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**1.6 Required Provisions for Subcontracts.** LICENSEE shall, and shall require its Contractor, to include at a minimum a copy of the following provisions in any contract they enter into

with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5,

1810, 1813, 1815, 1860 and 1861.

**1.7 Labor Code Section 1861 Certification.** LICENSEE and its contractor in accordance with California Labor Code section 3700 are required to secure the payment of compensation of its employees and by signing this License, LICENSEE certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.” LICENSEE shall require this certification in all of its contracts related to the License.

**1.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The LICENSEE shall withhold contract payments when notified by the City that LICENSEE, its contractor’s or subcontractor’s payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

**1.9 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- A bidder’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
- A contract entered into with any bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of

the awarding body, bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

- By submitting a bid or proposal to the City, LICENSEE is certifying that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and LICENSEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the City at the time of bid or proposal due date or upon request.

**1.10 Stop Order.** For LICENSEE, its contractor or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**1.11 List of all Subcontractors.** The City may ask LICENSEE for the most current list of contractors and subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this License at any time during performance of this License, and LICENSEE shall provide the list within ten (10) working days of the City's request.

Additionally, LICENSEE shall provide the City with a complete list of all contractors and subcontractors utilized on this License (regardless of tier), within ten working days of the completion of any project requiring the payment of prevailing wages under the License, along with their DIR registration numbers. LICENSEE shall withhold final payment to its contractor until at least 30 days after this information is provided to the City.

**1.12 Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The LICENSEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- **Registration.** The LICENSEE or its contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- **Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The LICENSEE and its contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

List of all Subcontractors. The LICENSEE's contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

## **EXHIBIT E**

### **Homeless Housing, Assistance, and Prevention Program (HHAP) Terms and Conditions**

This Agreement is funded, in part, HHAP funds from the State of California. Contractor shall comply with the following requirements while operating the Program:

#### **Ineligible Activities**

Contractor shall not use of, or permit the use of, HHAP funds provided under this Agreement for any ineligible activities as defined in the City's HHAP Standard Agreement with the California Homeless Coordinating and Financing Council (CHCFC), a copy of which will be provided to Contractor upon request.

#### **Nondiscrimination**

Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### **Child Support Compliance Act**

Contractor acknowledges in accordance with Public Contract Code 7110, that: (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal

opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the City, its subrecipients, and all eligible activities. . Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances.

Contractor shall provide copies of permits and approvals to the City upon request.

### **Inspections**

- a. The City reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b. Contractor shall correct any work City determines based on such inspections not to conform to the applicable requirements and City reserves the right to require the work be corrected and to withhold payments to the Contractor until it is corrected.

### **Litigation**

Contractor shall notify the City immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the City, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the City.

### **Special Terms and Conditions**

Contractor agrees to accept technical assistance as directed by CHCFC or the City or by a contracted technical assistance provider acting on behalf of the CHCFC and report to the CHCFC and the City on programmatic changes the Contractor will make as a result of the technical assistance.



**EXHIBIT F**  
**BUDGET FOR NON-CONGREGATE SENIOR SHELTER**

A detailed budget as agreed to by the parties is incorporated herein by this reference. Any necessary adjustments to specific line item amounts included in the detailed budget will be memorialized through an administrative review and approval process and acknowledged by the Contractor. At no time will approvals of line item changes result in an increase to the overall budget as set forth in the Agreement.

Serving Seniors  
October 1, 2022 – June 30, 2023

<b>SPENDING CATEGORIES</b>	<b>HHAP 3.0</b>
PERSONNEL EXPENSES (PE)	\$ 204,846
NON-PERSONNEL EXPENSES (NPE)	\$ 465,726
Overhead (10%)	\$ 67,057
<b>TOTAL BUDGET</b>	<b>\$ 737,628</b>

Contractor shall submit Requests for Reimbursements and invoices in compliance with the approved detailed budget.

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

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

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

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

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

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

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**B. BIDDER/PROPOSER INFORMATION:**

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

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

\* The precise nature of the interest includes:

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

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

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

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

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

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

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

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

Type of corporation: C                      Subchapter S

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

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

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

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

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

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

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

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

Please list the following: **Authorized** **Issued** **Outstanding**

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

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

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

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

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

List names of all firm partners:

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

**Yes No**

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

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

**Yes No**

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

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

**Yes No**

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

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

**Yes No**

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

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

**Yes No**

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

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

**Yes No**

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

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

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

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

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

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

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

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

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

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

**F. PERFORMANCE HISTORY:**

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

7. Performance References:

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

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

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

Contact Name and Phone Number: \_\_\_\_\_

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

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

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

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

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

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
**Yes                      No**

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
**Yes                      No**



If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**                      **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**                      **No**

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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I. BUSINESS REPRESENTATION:**

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

**Yes**                      **No**

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

**Yes**                      **No**

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

3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

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

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

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

**Complete all questions and sign below.**

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

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

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

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

Paul Downey, President/CEO

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

  
\_\_\_\_\_  
Signature

11/3/22  
\_\_\_\_\_  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## COVID-19 VACCINATION ORDINANCE

### CONTRACTOR INFORMATION

Company Name: Serving Seniors  
 Company Address: 525 14th Street, Ste 200, San Diego CA 92101  
 Company Contact Name: Paul Downey Contact Phone: 619-487-0650

### CONTRACT INFORMATION

Contract Number (if none, purchase order number): Start Date: 10/1/2022  
 Contract Title (or description): **Serving Seniors Non-Congregate Senior** End Date: 06/30/2023

### TERMS OF COMPLIANCE

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

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

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

### CONTRACTOR CERTIFICATION

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

Paul Downey  
 Name of Signatory  
  
 Signature

President/CEO  
 Title of Signatory  
11/3  
 Date

### FOR OFFICIAL CITY USE ONLY

Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	