



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

REQUEST FOR PROPOSALS (RFP)/CONTRACT (COVER SHEET)

Consultant: As Needed Consulting Services for Public Information and Outreach for the Water Conservation Program

Solicitation Number: 10054870-15-H

Solicitation Issue Date: April 2, 2015

Proposal Due Date and Time (Closing Date): 4:00 p.m. Pacific Time on May 14, 2015

Contract Term: As may be required for a period of five (5) years from Effective Date

City Contact: **Viviana Hening, vhening@sandiego.gov (Submit questions to both)**
Brent Krohn, bkrohn@sandiego.gov (Submit questions to both)

Recommended Pre-Proposal Conference: April 14, 2015 at 2:00 p.m. at City of San Diego Purchasing and Contracting Department
 1200 3rd Avenue, Suite 200, Conference Room 1, San Diego, CA 92101

Questions and Comments Due: No later than April 21, 2015 at 5:00 p.m.

The City's Standard Payment Terms are Net 30 Days. Proposers may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: _____ days after receipt of order. Discounted terms offered: _____% _____ Days.

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

Proposer _____
 Street Address _____
 City _____
 Telephone No. _____
 E-Mail _____

IF PROPOSER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Proposer is required to sign this document and return three (3) originals and seven (7) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the proposer to the terms of this Contract.

Signature of Proposer's Authorized Representative	Signature of the City of San Diego Purchasing Agent	Approved as to Form City Attorney
Print Name	Print Name	Print Name
Title	Title	Title
Signature	Signature	Signature
Date	Date	Date

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Certification of Pending Actions

ATTACHMENT

General Contract Terms and Conditions

Odwyerpr.com

I. PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Proposal Due Date. Proposals must be received by the P&C reception desk prior to Closing Date indicated on the Cover Sheet. Faxed proposals will not be accepted. The City may consider a proposal that was mailed before the Closing Date if the City finds that acceptance of the proposal is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Proposal Conference. Pre-proposal conference information is noted on the Cover Sheet.

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

1.2.2 Reserved.

1.3 Site Inspection. No site inspection will be held for this RFP.

1.3.1 Reserved.

1.3.2 Reserved.

1.4 Questions and Comments: Written questions and comments must be electronically-mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon proposers to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers, without identification of the inquirer(s), to all proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

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

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following items:

Tab A: Submission of Information and Forms. Proposers shall submit the following completed forms and provide the following information with their proposals:

2.1 The completed and executed Cover Sheet

2.2 Exceptions requested by proposer, if any. If a proposer requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the proposer must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions and deem the bid non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form

2.4 Equal Opportunity Contracting forms

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

2.10 Equal Benefits Ordinance Certification of Compliance.

Tab B - Executive Summary and Responses to Specifications. Proposer shall provide the following information in the order outlined below:

2.11 A title page

2.12 A table of contents

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

2.14 Responses to all items specified in the Specifications

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a detailed cost proposal.

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

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

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

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

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

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

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

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

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

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

9. Public Records. By signing this proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is

exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

B. Evaluation of Proposals

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

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

3. Evaluation Process.

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

b. Reserved.

c. Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within Twenty-Five (25) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Twenty-Five (25) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee will require proposer's key personnel to interview. Interviews will be in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

d. Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to

discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

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

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

- 1. Responsiveness to the RFP. 20 Points**
 - a. Conformance to the specified RFP format.
 - b. Understanding of the Core Requirements and Deliverables.
 - c. Clarity and brevity of the response.
 - d. Organization, presentation, creativity and content submittal.
 - e. Executive summary.

- 2. Firms Past Performance and Capability to Provide the Expertise and Service. 35 Points**
 - a. Specialized experience and technical competence of the firm and its sub-consultants considering the type of service required, the complexity of the project, strength and commitment of personnel assigned to the project.
 - b. Experience interfacing with the City of San Diego and/or other municipal projects (desirable).
 - c. Past record of performance, including such factors as cost control, quality of work, ability to meet deadlines, cooperation, responsiveness and other pertinent managerial considerations.
 - d. Professional references of past performance.

- 3. Staffing Plan. 20 Points**
 - a. Qualifications and technical competence of staff.
 - b. Provisions for participation by firm's key personnel.

- 4. Equal Opportunity Contracting Program (EOCP) Commitment to Equal Opportunity demonstrated by programs and hiring practices in employment and subcontracting. (desirable) 12 Points**

- 5. Cost. 13 Points**

6. Oral Presentations/Interviews.

30 Points

- a. Technical Competence – understanding of project as specified in RFP.
- b. Previous related experience – consultant team members seasoned professionals.
- c. Clarity/brevity/completeness of response to questions.
- d. Creativity and interest of oral presentation / organization of presentation.

GRAND TOTAL 130 points

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or vendor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, the Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

- g. Eligibility Requirements.** The Contractor must have the minimum experience as specified below:
 - 1. A minimum of five (5) years successfully completed experience within the past five (5) years where work has been performed within the scope of work and specifications of this RFP (refer to section II).
 - 2. By signing the RFP submittal the proposers certify that they have no conflict of interest with regards to this RFP and any other work performed by the firm for the City of San Diego.
 - 3. The Contractor must adhere to the instructions in this RFP on preparing and submitting the response.
- h. Selection Process.** The City of San Diego (City) also reserves the right to make award without further discussion. In addition, the City reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. The City reserves the right to reject any non-compliant proposal. The City reserves the right to amend this RFP prior to contract award. The City reserves the right to cancel this RFP at any time prior to the execution of a written contract without any liability to the City. All or part of Proposer’s response may be incorporated into the final contract.

C. ANNOUNCEMENT OF AWARD

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

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

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

D. PROTESTS

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

E. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

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

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

4. **Reserved.**

5. **Reserved.**

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

II. SCOPE OF SERVICES/WORK

AS-NEEDED CONSULTING SERVICES FOR STRATEGIC PLANNING AND SUPPORT TO PUBLIC INFORMATION & OUTREACH EFFORTS OF THE PUBLIC UTILITIES DEPARTMENT, LONG-RANGE PLANNING & WATER RESOURCES DIVISION – WATER CONSERVATION PROGRAM

1. SCOPE OF SERVICES/WORK

A. Introduction

The selected Consultant will provide strategic planning and support to the City of San Diego (City) Public Utilities Department's (Department) public information and outreach efforts on an as-needed basis to the Water Conservation Program for five (5) years, starting in 2015. The Core Requirements and Deliverables are listed below and represent the central work efforts the Consultant will be responsible for performing for the Water Conservation Program. The "As Needed" Sample Tasks (Section E) are tasks that the Water Conservation Program may ask the Consultant to perform throughout the life of the contract on an "as needed" basis. The allotment for contract expenses has been approved for a range of \$1,000,000 to \$1,600,000 over the course of five (5) years.

B. Background

The Department's mission statement is "to ensure the quality, reliability, and sustainability of water and wastewater services for the benefit of the ratepayers and citizens served." To pursue this mission, the Department is issuing this Request for Proposal (RFP) for Strategic Planning and Support to the Public Information and Outreach Efforts, as needed, to assist the Water Conservation Program in their effort to provide outstanding customer support, education and outreach to its customers. Continuous and timely interaction with the City's customers is paramount to the successful provision of water conservation. The City is currently in a "Drought Response Level 2 – Drought Alert Condition" per San Diego Municipal Code 67.38 "Emergency Water Regulations." Both the Mayor and City Council have made it clear that they expect a thorough drought outreach campaign to notify citizens of the ongoing drought restrictions. The work that will be performed by the selected Consultant will assist the Department in informing the City's customers about the need to conserve water as well as drought messaging.

C. Objective

The objective of this RFP is to select and make an award to a Consultant(s) that is qualified and experienced in providing the services specified in this RFP, which delivers the best overall value to the City, meeting the specifications and requirements of this RFP. The Department requires unique expertise from a Consultant to perform the full range of strategic planning, marketing and advertising services to plan and deliver a water conservation and drought campaign (San Diegans Waste No Water). A drought advertising and outreach campaign is a series of messages that share a single idea and overarching theme and results in an integrated marketing communication plan intended for City residents/water consumers.

Up front development of a specific theme is a critical component in the formulation of a drought advertising and outreach campaign, and sets the tone for all forms of marketing communications throughout the campaign. The Consultant will assist City staff in the development of long and short term strategies for the application of the water conservation and drought campaign theme through various communications. While this is a City-wide campaign, an important part of the Consultant's role is to ensure the development and customized delivery of the message to the City's many heterogeneous neighborhoods in a culturally sensitive manner. The Consultant will assist the City in ensuring outreach and media is conducted in a way so as to effectively reach a City-wide audience as well as specific communities and

neighborhoods. To accomplish this objective, the Consultant will utilize their expertise in marketing, consumer research, and strategic relationships and partnership to develop a high level creative communications strategy and campaign. Based on this foundation, the Consultant will create, develop and produce content in multiple media formats including, but not limited to: newspaper advertisements; television and radio commercials in multiple languages; television advertisements using technology such as animation and illustration; on-line web banners and advertisements; design support for departmental blog site; Metropolitan Transit System bus and trolley wraps; billboards; and support for the Department's social media efforts through advertisements and video designed for Facebook, Twitter & YouTube.

D. Core Requirements and Deliverables

As requested by the City through a Task Order Authorization form, Consultant shall provide the following deliverables in accordance with established procedures as dictated by the City's Project Manager or designee. The Consultant must be flexible, quick and responsive to the changing needs of the City's Water Conservation Program. Turnaround time shall not exceed thirty (30) calendar days unless otherwise specified by the Project Manager. Below are some of the key steps and main tasks associated with ongoing assistance and implementation of the campaign on an as-needed basis. Please note this list may be updated or modified through a formal amendment to the contract, as campaign needs change.

- a. *Process: Convene project team, set schedule, confirm/clarify expectations for campaign:*
 - (i) Schedule and co-facilitate monthly/as needed meetings.
 - (ii) Revise project schedule to review with Program Manager.
 - (iii) Help set campaign goals.
 - (iv) Report program progress in writing monthly to Program Manager.
 - (v) Follow-up on assignments as needed at the direction/coordination of the Program Manager. Turnaround time is not to exceed thirty (30) calendar days unless otherwise specified.

- b. *Context Analysis: Past and current issues, solutions, competing/consistent campaigns:*
 - (i) Review progress of the City's current campaign.
 - (ii) Research existing and pending policy decisions that could affect the campaign.
 - (iii) Review progress of program messaging.
 - (iv) Distinguish the campaign from other campaigns.
 - (v) Identify decisions that could affect the need for the campaign or available funding.
 - (vi) Align the campaign with other shared interests and partners to lend credibility and support.

- c. *Messaging: Agree on the wording of primary message and supporting messages targeted to various audiences:*
 - (i) Develop and present messaging options for the Program Manager to evaluate.
 - (ii) Based on project team's evaluation, refine messaging and methods to communicate message.
 - (iii) Agree on the wording of primary message and supporting messages targeted to various audiences. Final message approvals are made by the Program Manager.

- d. *Develop Options: Develop strategies and designs to communicate new or revised messages:*
- (i) Provide ongoing maintenance, review, and revisions to the communications strategy and phasing plan, which may include partnering, direct outreach, advertisements, and advocacy.
 - (ii) Provide ongoing refinements to graphic design options to provide the most effective way to carry the message to stakeholders.
 - (iii) Develop idea boards with images and sketches to test refinements or changes during this step.
- e. *Evaluate & Refine: Design options/communication strategies:*
- (i) Refine a selected number of options based on project team evaluations.
 - (ii) Based on the selected option, recommend ways to carry the message.
- f. *Budget: Develop budget for implementation options:*
- (i) Refine the communications strategy and track expenditures by campaign phase and campaign year.
 - (ii) Prepare campaign budget options for upcoming phases and years and present overall campaign costs.
- g. *Package: Produce final communication strategy, design and budget options:*
- Prepare package that consists of an overview of the process used to evaluate and assess the campaign, the recommended or revised target audience and revised message phasing timeline, critical items that could affect the ongoing or revised campaign messaging, and when and why the campaign would have heavy and low activity cycles, a recommended campaign budget for upcoming phases and years, and proposed methods to carry the ongoing or revised campaign message.
- h. *Present: Show final strategy, design & budget options to project team and Project Manager for review and approval:*
- Consultant shall be available for campaign presentation to City Council or City Council Committee as needed, and to help prepare presentation materials as needed.
- i. *Contract Management- Maintain working relationships with existing vendors:*
- (i) Research advertising vendors.
 - (ii) Recommend media buys.
 - (iii) The City will negotiate media buys with each vendor and the consultant shall assist the City as needed.
 - (iv) The City will coordinate contracts between the City and each vendor and the consultant shall assist the City as needed.
 - (v) Draft timeline and schedule to meet contract deadlines for City review and approval.
 - (vi) Assist City staff with monitoring and tracking the progress of vendor contract approvals using the City's process and troubleshoot delays.

j. Design:

- (i) Draft timeline and schedule to meet advertising vendor's design deadlines for City review and approval.
- (ii) Receive and review vendor guidelines for graphic specifications.
- (iii) Draft, review, revise, secure client approval, and finalize individual collateral pieces or advertising pieces per vendor specifications.
- (iv) Coordinate with City's Print Shop or other printing firms as designated by the City for production of all project-related materials. Confirm material accuracy prior to release with Program Manager.
- (v) Review campaign collaterals and materials generated outside the project team and reinforce the design guidelines for campaign.
- (vi) Verify/photo-document advertising when it runs. Trolley and Bus Wraps – receive new contract to extend trolley and bus wraps run, and provide to City for contract routing.

k. Press and Media:

- (i) Help identify press opportunities and media partnerships.
- (ii) Provide support as needed to project team for press and media coordination.
- (iii) Provide support as needed for press conference or campaign related events.
- (iv) Coordinate location shots and sites for interviews.

l. Project Management:

- (i) Create and update budget matrix.
- (ii) Create and update vendor contact matrix.
- (iii) Monitor and track media buy results.
- (iv) Photo document or secure copies of final product of media buys.
- (vi) Attend regular project management meetings with project team.
- (vii) Work with professional and community-based organizations.
- (viii) Provide ongoing assessment and analysis of the effectiveness of the program.

E. Sample Tasks (As Needed)

1. Articles

- a. Provide guidance as needed to Water Conservation staff in securing water use efficiency articles regarding new programs, incentives and opportunities to conserve water.
- b. Identify press opportunities and partnerships.

2. Advertising

- a. Assist in developing water conservation materials and filming of Public Service Announcements (PSAs).
- b. Review and confirm new buys from associated media outlets.
- c. The City will perform the contract review process once the contracts for these revised contracts/buys are provided to the City and the Consultant will assist the City as needed.
- d. Develop water conservation paid or public announcements for radio placement.

- e. Coordinate placement on local TV stations.
- f. BID/Community Banner Program – Prepare and produce Water Conservation Banner’s to be hung throughout the City.
- g. Vendor Contract Management: The City will update the vendor contract matrix to track contract approval process through additional steps between City departments and the Consultant will assist the City as needed.
- h. Electronic Social Marketing – Assist the City with social media via Facebook, You Tube, and Twitter.

3. Public Utilities Department – Long-Range Planning/Water Resources/Water Conservation Website and Miscellaneous Projects

- a. Stay up-to-date on current and future water conservation efforts and programs.
- b. Follow-up on assignments.
- c. Report project progress to Program Manager in a written format and present at monthly team meetings with the City, unless otherwise specified

4. Task Order Authorization

The City will issue a request for a formal proposal to the Consultant that will outline the Professional Services needed. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of the Professional Services. The Consultant will provide a proposal that addresses the Professional Services along with the associated fee to the City. The City will review, and may negotiate elements of the proposal with the Consultant. After reaching mutual agreement, and prior to beginning performance on the Professional Services, the City will issue a Task Order. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. Each Task Order will be issued on the following Task Order Authorization:

TASK ORDER AUTHORIZATION FOR CONSULTANT SERVICES [TASK ORDER]

Consultant:			
Agreement:			
Task Order No.:	Date:		
Pursuant to the City's General Contract Terms and Provisions of the RFP and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.			
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Part A</td> <td style="text-align: center;">Scope of Services</td> </tr> </table>		Part A	Scope of Services
Part A	Scope of Services		
<p>1.1 Consultant Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services/Work shall be as set forth in Section 1.D of the RFP and as more fully set forth below. If necessary, the Scope of Services/Work may be more fully described on one or more separate sheets and attached to this Task Order.</p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Part B</td> <td style="text-align: center;">Task Order Compensation</td> </tr> </table>		Part B	Task Order Compensation
Part B	Task Order Compensation		
<p>City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the City's General Contract Terms and Provisions.</p> <p>The not to exceed cost for the Scope of Services for this Task Order is \$ _____ .</p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Part C</td> <td style="text-align: center;">Personnel Commitment</td> </tr> </table>		Part C	Personnel Commitment
Part C	Personnel Commitment		
<p>The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.</p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Part D</td> <td style="text-align: center;">Time Sequence</td> </tr> </table>		Part D	Time Sequence
Part D	Time Sequence		
<p>All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.</p>			
City of San Diego			
Recommended For Approval: Budget Analyst			
Date:			
Approved By:			
Name:			
Title:			
Date:			

2. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the Project Manager for the City's Long Range Planning & Water Resource Division, the designee specified on purchase orders issued under this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for purchase orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

3. REFERENCES AND RELATED WORK PRODUCT SAMPLES

The List of References form is required to be completed as reflected in the Contractor Standards Form. Proposers and Subcontractors of Proposer are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and specific scope of work per component specific for proposal submittal as specified in this contract during the past five (5) years. The name of the project and the dollar amount of the contract shall be provided for each listed reference along with contact information. Proposers and Subcontractors of Proposer must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience working with government agencies and working cooperatively with other companies/agencies/entities will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information. Proposer and Subcontractors of Proposer are required to provide for each reference submitted, graphic samples of each campaign, promotion, report and/or other written materials. Samples must include associated imagery, verbiage, protocols, etc. and results of the efforts, such as Return on Investment (ROI) and/or increased visibility by the target audience, supported by assessment methods or research, if available. A minimum of one (1) sample per reference is required; not to exceed two (2) samples per reference. Work Samples may be submitted as hardcopy documents or on a CD or USB Flash Drive in PDF format. Work Samples must be submitted with the three (3) original proposals and with each of the seven (7) copies of the proposal required to be submitted.

III. PRICE SCHEDULE

A. Pricing.

1. City’s Estimated Need.

All prices, rates, and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to office rent, telephone, facsimile, photocopying, support services, and overtime, travel and any other expenses incurred in the course of representing the City. No other charges will be considered. Pricing must be submitted for an hourly rate for performance of all core requirements, deliverables and tasks as specified in Section C. Since this is an “As-Needed” type contract, only work issued to Consultant on a task Order Authorization form will be authorized.

Evaluation of award will be based on the total of estimated annual hours quantity times the fixed hourly rate and then extended; all costs inclusive for all requirements, deliverables, and tasks as specified in Section C of this RFP. The hours contained below are estimates only, used to evaluate the fixed hourly rates of each Classification.

TASK DESCRIPTION	CLASSIFICATION	ESTIMATED ANNUAL HOURS PER STAFF MEMBER	HOURLY RATE	EXTENDED COST
Water Emergency Campaign <i>(as specified in Section III, D, a-1)</i>	Principal in Charge (or equivalent)	100	\$	\$
	Marketing Manager (or equivalent)	100	\$	\$
	Marketing Assistant (equivalent)	100	\$	\$
	Clerical Support (or equivalent)	100	\$	\$
	Graphic Artist (or equivalent)	100	\$	\$
	Managing Associate (or equivalent)	100	\$	\$
	Designer (or equivalent)	100	\$	\$

TASK DESCRIPTION	CLASSIFICATION	ESTIMATED ANNUAL HOURS PER STAFF MEMBER	HOURLY RATE	EXTENDED COST
	Design Assistant (or equivalent)	100	\$	\$
	Project Assistant (or equivalent)	100	\$	\$
			TOTAL	\$

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2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the proposal.

4. Reserved.

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

(contract price – lowest price)

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

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

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

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

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

IV. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this RFP and Cover Sheet; the successful proposal; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the RFP, if any; and the City's General Contract Terms and Provisions.

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

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

- 1st This RFP and Cover Sheet
- 2nd The City's written acceptance of any exceptions to clarifications to the RFP, if any
- 3rd Specifications and any addenda thereto
- 4th Contractor's Pricing Page(s)
- 5th All sections of the RFP not identified above
- 6th City's General Contract Terms and Provisions

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

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

ATTACHMENT

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Commitment.

The City of San Diego (City) is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. As such, all contractors are required to submit the required EOCP documentation described below with their proposals. **Proposals that do not include the required EOCP documentation are non-responsive.**

II. Definitions.

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

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

Disadvantaged Business Enterprise (DBE): a certified business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability

and whose management and daily operation is controlled by the qualifying party(ies). The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

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

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

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

Minority Business Enterprise (MBE): a certified business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

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

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

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

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

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

Women Business Enterprise (WBE): a certified business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

III. Disclosure of Criminal Complaints (Attachment AA).

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

IV. Work Force Report and Equal Employment Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their proposal a Work Force Report for approval by the City. (Attachment BB). Contractor will also be required to submit an Equal Employment Opportunity (EEO) Plan to the City for approval if the City determines that there are under representations when compared to County Labor Force Availability data.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an Equal Employment Opportunity Outreach Plan (EEOP) has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements. The City has adopted a SLBE program for Consultant Contracts. Requirements are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
 - a. 20% participation – 5 points
 - b. 25% participation – 10 points
 - c. SLBE or ELBE as prime contractor – 12 points
2. Consultant contracts valued at over \$50,000 have a voluntary SLBE/ELBE participation goal of twenty percent (20%). The subcontractor requirement may be met by a provider of materials or supplies.

VI. Demonstrated Commitment to Equal Opportunity.

A. Contractors are required to submit the following information with their proposal:

1. **Past Participation Levels.** Listing of Contractor's Subcontractor participation levels (Attachment CC) achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
2. **Equal Opportunity Employment.** Provide detailed written narrative of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.
3. **Community Activities.** Provide detailed written narrative of Contractor's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the three factors described above as part of the RFP evaluation process.

VII. Certification.

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

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

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the RFP.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report
- CC. Subcontractors Past Participation List

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AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: () _____ Fax Number: () _____

 One San Diego County (or Most Local County) Work Force - Mandatory Branch Work Force * Managing Office Work Force*Check the box above that applies to this WFR.***Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)_____
(Print Authorized Signature Name)

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Grand Total All Employees	
---------------------------	--

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: _____ DATE: _____

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers

Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Roofers
All other Construction Trades

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

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

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

Electricians**Elevator Installers and Repairers****First-Line Supervisors/Managers**

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

Glaziers**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

CC. SUBCONTRACTOR PAST PARTICIPATION LIST

NAME OF CONTRACT/PROJECT: _____

TYPE OF CONTRACT/PROJECT: _____ DOLLAR VALUE OF CONTRACT/PROJECT: _____

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE /MBE/WBE/DBE/ DVBE/OBE	* WHERE CERTIFIED

* Contractor must indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment and must include a valid proof of certification with RFP.