



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10022557-12-Z

REQUEST FOR BID

Closing Date: March 9, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with High Definition (HD) Conversion System Equipment for the City of San Diego CityTV Department.

Questions and Comments due: No later than February 27, 2012 by 5:00 p.m. P.T. See Specific Provisions, Section II.A for requirements.

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

***Authorized Signature:** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

E-Mail _____

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

City of San Diego Business Tax License #: _____

1% 20 days____, 2% 20 days____, 3% 20 days____, 4% 20 days____, 5% 20 days____, 10% 20 days____, 15% 20 days____, 20% 20 days____.

Please check terms offered if other than Net 30 Days

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete the Contractor/Vendor Registration Form and submit with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

MICHAEL WINTERBERG, CPPB, Procurement Specialist

Phone: (619) 533-6441

Fax: (619) 533-3230

E-mail: MWinterberg@sandiego.gov

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I. PRICING PAGE

1. CAMERAS AND CONTROLERS

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	9	EA	Hitachi	DK-Z50	Multi-format, HDTV Box Camera, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$_____	\$_____
2.	5	EA	Canon	KJ20x8.5BKTS	2/3" 20X, remote zoom, focus, 8.5~170mm, F1.8, 1.27Kg, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$_____	\$_____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
3.	5	EA	Panasonic	AW-HE50S/H	HD Integrated Camera, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
4.	9	EA	Eagle	PT-101 w/ PT-CCB-101	PT-101 Light/Medium duty head, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
5.	2	EA	Eagle	PT-T2	One input, six output control and power splitter box, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
6.	1	EA	Eagle	PT-TSC2	PT-TSC2 Touch Screen Joystick Controller, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
7.	2	EA	Eagle	PT-MP-1	Control multiplexer; shall allow multiple controllers on single RS-485 backbone, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
8.	2	EA	Eagle	PT-PS-4	Power Supply Single Output, 20 Amps at 24 VDC, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1. CAMERAS AND CONTROLERS - TOTAL:							\$ _____

2. SWITCHER

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	1	EA	Broadcast Pix	GR-1000	<p>HD Live Video Production System with 11 HDSDI Inputs and 1000 Control Panel and 6 keyers, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
2.	1	EA	Broadcast Pix	801	<p>Hitachi Camera Pan Tilt Control, equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
3.	1	EA	Broadcast Pix	802	<p>Panasonic Camera Pan Tilt Control, equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
4.	4	EA	Broadcast Pix	814	<p>RS422 star output - USB to RS422 box for 4 cameras - Requires 800 or 802, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
5.	1	EA	Broadcast Pix	126	<p>Key 4/5/6, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
6.	1	EA	Broadcast Pix	140	Advanced Keyers - Increases standard 1 chroma/luma key to 8, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
7.	1	EA	Broadcast Pix	161	Additional license for remote CG operation, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
8.	1	EA	Broadcast Pix	MC-1000	Mica Live Integrated Production System with 8 HD/SD SDI inputs and 7 channels of file inputs, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
9.	1	LUMP SUM	Broadcast Pix	601	Training, as specified in the Specifications.	\$ _____	\$ _____
2. SWITCHER - TOTAL:							\$ _____

3. RACKS

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	2	EA	Middle Atlantic	UPS-2200R-8IP	Uninterruptible Power Supply, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
2.	3	EA	Middle Atlantic	MRK-4426-AV-AB	Middle Atlantic Racks, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
3.	1	EA	Middle Atlantic	VC-7219-DT34	Viewpoint Bay, 72'W, 19'D, F/R Access Panels, 34' Desktop, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
4.	1	EA	Middle Atlantic	VC-SP3-19	Viewpoint Side Panel Pair, Style 3, for 19' Deep Bays, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
5.	1	EA	Middle Atlantic	VC-SSK	Viewpoint Console Smart Start Kit, instructions and hardware, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
3. RACKS - TOTAL:							\$ _____

4. AUDIO

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	1	EA	Mackie	1642-VLZ3	<p>16-channel Analog Mixer with 10 XDR2 Mic Preamps, 4 Aux Sends, and Multi-voltage Power Supply, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
2.	1	EA	Dorrough	1200	<p>Audio test set, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
3.	1	EA	Wohler	AMP2-VSDA	<p>4-channel SDI audio summing, metering and monitoring unit that selects between 1 SDI audio group, 2 AES input pairs or 4 analog inputs, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
4.	1	EA	Wohler	AMP1A-VTR2	<p>4-channel analog audio monitor ideally suited for Video Tape Recorders. Individually meter, monitor and sum 4 channels from 1 of 2 input groups, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
4. AUDIO - TOTAL:							\$ _____

5. MISCELLANEOUS

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	1	EA	AJA	Ki Pro	Recorder, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
2.	1	EA	AJA	FS2	Dual Channel Format Convertor, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
3.	1	EA	AJA	KUMO16X16	AJA Video KUMO 1616 16x16 Compact SDI Router, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
4.	1	EA	AJA	KUMO CP	<p>AJA KUMO CP Optional KUMO Remote Control Panel, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
5.	3	EA	Wohler	RM-4290W-HD	<p>Dual 9" HD/SD-SDI tilting video monitor with loop-through inputs and embedded audio metering and monitoring, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
6.	1	EA	ADC	VP1248-E3-NS	Pro Patch 1RU 2x48 EDAC 3NS, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
7.	1	EA	ADC	VP-15-CHAS-Kit	Pro Patch 1.5RU Chassis Conversion Kit, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
8.	1	EA	ADC	PPI2232-MVJT-BK	Pro Patch WSI, MVJ-3T Midsize Super Video Jack w/ 75 ohm term, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
9.	10	EA	ADC	DA3B	3` Digital Audio PTCH/BANTAM, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
10.	10	EA	ADC	BK3V-STM	P/C Midsize to MIDSZ HD, 3`BLK, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
11.	1	EA	Tektronix	WVR7020. CP, HD, AD	Waveform Monitor, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
12.	2	EA	Black Magic	DFR-8321-CN-P	Blackmagic Design OpenGear DFR-8321-CN-P 21 Slot Frame w/Fans/Full Networking/PS, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
13.	6	EA	Black Magic	CONVOPENG ASA	OpenGear Converter SDI to Analog, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
14.	6	EA	Black Magic	CONVOPENG AAS	OpenGear Converter Analog to SDI, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
15.	1	EA	Black Magic	CONVOPENG SYNC	<p>OpenGear Converter Sync Generator, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
16.	1	EA	Miranda	Densité 2 Frame	<p>Housing frame with (2) PSU (AC in), (1) basic controller with front control panel, blank rear panels, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
17.	2	EA	Miranda	VDA-1002	<p>Analog Video DA, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
18.	2	EA	Miranda	VDA-1002-DRP	Double Rear Panel Connector, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
19.	1	EA	Miranda	REF-1801	Reference module, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
20.	1	EA	Miranda	REF-1801-OPT-SPG	SPG option for REF-1801, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
21.	1	EA	Miranda	REF-1801-SRP	Single rear connector panel, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____
5. MISCELLANEOUS - TOTAL:							\$ _____

6. FIBER EQUIPMENT

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
1.	2	EA	Riedel	1910004	MN-2RU (BARE) 2RU frame MediorNet 2RU frame with high speed backplane for 16x16 HD-video and audio routing, or equal. Mfr. Offered: _____ Model Offered: _____ Delivery: _____ Calendar Days After Receipt of Order.	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
2.	4	EA	Riedel	1910001	<p>MN-PSUR Power supply 150W rear Wide input range power supply module for AC-voltage 90 to 264Vac; 150W output power; frequency range 47 to 63Hz; power cord connection on the rear side of the frame, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
3.	2	EA	Riedel	1910003	<p>MN-FAN Fan module; Fan module with 3 speed controlled fans; horizontal air flow from left to right. Balance, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
4.	2	EA	Riedel	1920001	<p>MN-XSS, MN X-switch / processing card; 16x16 HD-video and audio router; processing card; BNC connectors for frame synchronization – Sync IN compatible with Word-Clock, Black-Burst, Tri-Level, Sync OUT for system-wide sync distribution; 100BaseT Fast Ethernet connection for configuration PC; 1000BaseT Gigabit Ethernet for PC-network; 2 connectors for Artist intercom panels (RJ45 and BNC, both usable in parallel); 2 bi-directional MADI connectors (SFP and BNC); status indicators for all installed modules, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
5.	4	EA	Riedel	1930003	<p>MN-LNK4, Optical fiber link card 4x4.25 4 channel link card; four SFP slots for single mode and multi-mode SFP transceivers with 4.25Gbit/s transfer rate; connection of up to four fiber pairs used for the interconnection of multiple Mediornet frames, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
6.	18	EA	Riedel	1990005	<p>MN-Z-SFP-SM-1310-4, 25Gbit/s, SFP SM fiber up to 6.2 mi 1 x LC - Duplex-Module for MediorNet, 1310nm, 4.25Gbit/s, opt. Budget max. 9,6dB (P-out= -8,4 to -1 dBm, P-in = -18 to 0 dBm); Distance to cover depending on attenuation of fiber used: 9/125µm Single mode-Fiber up to: 10 km (6,2mi), or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
7.	1	EA	Riedel	1930024	<p>MN-HD-6, 2x IN / 2x OUT / 2x IN or OUT SDI video input / output card, 6 BNC: 1 + 2 Video In, 3 + 4 Video Out, 5 In / Out, 6 In / Out. The following combinations for SDI / HD-SDI can be realized: 4/2, 2/4, 3/3, and for 3G: 2/1, 1/2, 1/1, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
8.	4	EA	Riedel	1930001	<p>MN-HD-4O, HD-SDI video output card SDI video output card; 4 BNC connectors for up to 4 video devices (SD-SDI, HD-SDI) or up to two 3G-SDI video devices, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
9.	1	EA	Riedel	1930039	<p>MN-ETH6, 6x 1000 BaseT ptp 6 x 1000 BaseT Ethernet point to point interface card. Optical and electrical connection realized via adequate SFPs, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
10.	6	EA	Riedel	1990017	<p>MN-Z-SFP-1000baseT-Cat5, CAT5 SFP module, 1 x CAT5 SFP Module for Mediornet, especially for 1GB / 1000Base-T Ethernet Interfaces, max. approx. 100m cable length with CAT5 cable, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
11.	1	EA	Riedel	1930007	<p>MN-RN300, RockNet 300 interface card RockNet 300 interface card supports 128 audio channels, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
12.	1	EA	Riedel	1930014	<p>MN-MIO-T, Multi IO Card for MN-MBP MBP Multi I/O card for MN-MBP, 8x AES3, 8x analog audio I/O transformer balanced, 12x GPI, 4x RS422, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
13.	1	EA	Riedel	1930015	<p>MN-Z-MBP, 8xAES 8xAIO 4xRS422 12xGPIO MediorNet break out panel for MN-MIO, 8x AES, 8x AIO, 12x GPI, 4x RS422 with 2 x MN-MCA Multi I/O cable (article 1990026) necessary, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
14.	2	EA	Riedel	1990013	<p>MN-Z-MIO Cable, Multi I/O cable Multi I/O cable, cable (1x 44 pin Sub-D) for interconnection of MN-MIO and MN-MBP, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
15.	1	EA	Riedel	1930002	MN-LNK2 Optical fiber card 2X4.25 2 channel link card; two SFP slots for single-mode and multi-mode SFP transceivers with 4.25Gbit/s transfer rate; connection of up to two fiber pairs used for the interconnection of multiple MediorNet frames. (not including SFP fiber modules.	\$ _____	\$ _____
16.	1	EA	Riedel	2010017	<p>RN 301 MI RP, 19"-1RU 8 x microphone/line in; The RN.301.MI (1RU) provides 8 remote controllable microphone / line input channels on XLR connectors, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
17.	2	EA	Riedel	2010018	<p>RN 302 L O RP, 19"-1RU 8 x line out The RN.302.LO (1RU) provides 8 analog line output channels on XLR connectors that can drive any amplifier or self-powered speaker to maximum level. Output redundancy is offered to drive a single amplifier from two different RN.302.LO devices, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
18.	4	EA	Riedel	1910024	<p>MN-Compact Pro, 3RU frame MediorNet 3RU frame incl. power supply and fan, 12 internal ports for fiber connections, 4 x SDI in, 4 x SDI out, 2 x Display Port out, RockNet audio network port, 2 x Madi optical, 4 x AES (RJ45), 3 x Ethernet, 4 x Mic/Line in, 4 x Line out, 2x Serial (RS232, RS422, RS485), 10 x GPI in or out, individually switchable, 1 x Sync in, 3 x Sync out, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
19.	4	EA	Riedel	1950020	<p>MN-C-OPT-LC-SM1310, Fiber connection kit SM 6.2 mi Fiber connection kit 2 x LC Duplex complete incl. 2 x 1310nm Single Mode SFP, optical budget 9.6 dB, max. distance up to 10km with 9/125µm SM fiber, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
20.	1	EA	Riedel	1930047	<p>MN-C-OPT-4140, Option board option board with 4 HD-SDI inputs and 4 HD-SDI outputs, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____

Item No.	Qty.	Unit of Measure	Manufacturer	Model	Description	Fully Burdened Unit Cost	Extension (Fully Burdened Unit Cost x Qty.)
21.	1	EA	Riedel	2010017	<p>RN 301 MI RP, 19"-1RU 8 x microphone/line in; The RN.301.MI (1RU) provides 8 remote controllable microphone / line input channels on XLR connectors, or equal.</p> <p>Mfr. Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery: _____ Calendar Days After Receipt of Order.</p>	\$ _____	\$ _____
6. FIBER EQUIPMENT - TOTAL:							\$ _____

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Bidders are responsible for reading carefully and understanding fully the terms and conditions of this RFB. Requests for clarification or additional information must be made in writing to the Procurement Specialist no later than the date and time specified on the Cover Page. Such requests must contain the following: "Questions: 10022557-12-Z". Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. E-mail Michael Winterberg at MWinterberg@sandiego.gov. It is incumbent upon Bidders to verify City receipt of their questions. All questions submitted by the above due date and time will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidders who are on record with the Procurement Specialist as having received this RFB. No oral communications can be relied upon for this RFB. To the extent that a question causes a change to any part of this RFB, an Addendum shall be issued addressing such.

B. QUANTITIES

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City or on the limited availability of appropriated funding. Any variations from these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation.

C. PRICING

Pricing shall be firm fixed, fully burdened, FOB Destination, and shall include any delivery or freight charges. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the unit costs; sales tax will be added to the net amount invoiced.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

D. AWARD

Bids will be awarded on an item by item basis, or in any group or combination of items, or as a lot, price and other factors evaluated by the City on a pass or fail basis as determined by the City. Partial bids may be accepted, except for Pricing Page Section I, “6. Fiber Equipment”; bids for “6. Fiber Equipment” must be complete for all items in this section. Additional administrative costs associated with awarding more than one Contract will be considered in the determination. Other factors shall include Quality, as specified in these Specific Provisions, and the Equal Opportunity Contracting Small/Emerging Local Business Program as specified in these Specific Provisions. Refer also to Section E “Evaluation of Bids and Award of Contract” of the City of San Diego General Provisions for Bids (incorporated herein by reference in these Specific Provisions).

E. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed and e-mailed bids will not be accepted.

The original bid, plus one (1) complete copy, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

1. Bidder’s Equivalent, if applicable. Bidders must submit a complete copy of the manufacturer’s specifications for each Equivalent item offered (as specified in Section II, paragraph F).
2. Contractor/Vendor Registration (use form in Forms section).
3. Contractor Standards Pledge of Compliance (use form in Forms section).
4. Equal Benefits Ordinance Certification of Compliance (use form in Forms section).
5. Equal Opportunity Contracting Program – Required information and forms (as specified in the “Equal Opportunity Contracting Program (EOCP)”, attached hereto).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

1. Insurance Requirements (for Training), as specified in Section II, paragraph P, if not currently on file
2. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph G, if not currently on file.
3. Business Tax License as specified in Section II, paragraph L, if not currently on file.

F. QUALITY

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

1. Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent (“or equal”) may be offered by the Bidder in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Bid. If the Bidder offers an item of a manufacturer or vendor other than that specified. Bidder must identify in their Bid the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

If offering an equivalent to the manufacturer or model specified in this RFB, the Bidder shall include with their bid a complete copy of the manufacturer’s specifications for each equivalent.

2. The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Bidder’s responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

G. MANDATORY REQUIREMENTS

The terms “must” or “shall” are used throughout this Request for Bid (RFB) to indicate mandatory requirements.

H. PROCUREMENT SPECIALIST – ISSUING OFFICE

Interested firms who have received this Bid from a source other than the Procurement Specialist listed on the Cover Page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the Bid, or other communications, can be sent to them. Interested firms who fail to notify the Procurement Specialist with this information shall assume complete responsibility in the event that they do not receive communications prior to the closing date.

I. EXCEPTIONS

If a Bidder takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the Bid. Failure to do so will be construed as acceptance of all provisions of the Bid and General Provisions.

J. INVOICING AND PAYMENT

1. Invoices shall be submitted in arrears of work performed as required by the end using Department in duplicate, with an original and copy clearly identified to the end using Department's Contract Administrator or designee, at the address specified on the Purchase Order(s), and shall conform to policies or regulations adopted from time to time by the City of San Diego.
2. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any), a detailed description of the work performed by location and/or section or a listing of all materials used for the service, including the date of services and the precise location of the service call; (3) the individuals name who called in the service; (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) total invoice cost.
3. Upon review and approval from the end using Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
4. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.
5. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as

specified herein. The website from which to obtain this Form is:
<http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.

6. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the pricing terms specified in this Contract, allowing for City approved adjustments, if any.
7. If applicable, any extra-ordinary labor charges for services shall be included on the invoice. A description of the extra-ordinary work to include the location/and or section work was performed shall be provided. Contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services.

K. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Bids, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

L. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

M. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify

employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

N. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.
3. Refer to the “Equal Opportunity Contracting Program (EOCP)” attached hereto for required information and required forms.

O. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms Section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

P. INSURANCE REQUIREMENTS (FOR TRAINING)

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Bidder/Proposer's shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The 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 Eligible Surplus Lines Insurers (LESLI 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.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

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

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00

01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

III. SPECIFICATIONS

A. BACKGROUND

CityTV is the City of San Diego's municipal government access cable channel. CityTV provides live televised coverage of the San Diego City Council and other public meetings that shape our community and our quality of life.

The City's existing Standard Definition system is fifteen years old and needs to be brought up to High Definition standards. Currently, a single operator can cover only one of three different meeting locations with robotic cameras.

B. GENERAL SCOPE

A new system will be created to replace the City's existing system, using the requirements list as specified in Section I of this Contract. The design and installation of the new system will be provided by City staff. All materials and products shall be new and of professional quality. Used equipment and materials are unacceptable.

The new system will provide the ability for two staff members to cover two different locations simultaneously. In addition to replacing the City's outdated equipment, the current control room, located in the City Administration Building, will be relocated to the CityTV offices in the Civic Center Plaza building. Communication between the two locations will be executed over twenty-four City owned single mode fiber strands.

C. DELIVERY

All items shall be delivered to CityTV, located at 1200 Third Ave. Suite 416, San Diego, CA. Delivery times are Monday through Friday between the hours of 8:00 a.m. PT through 5:00 p.m. PT. In no case shall delivery be no longer than sixty (60) calendar days after receipt of order.

Delivery shall be made in accordance with the Contract Documents. If a delivery date is not specified by the City, Bidder shall state a delivery date or number of days, including Saturdays, Sundays and holidays, after receipt of order. The City, in its sole discretion, may extend the time for delivery in accordance with Section F.5 of these General Provisions. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of delay, suspension, or interruption of delivery goods or services.

D. TRAINING

One (1) day of training shall be provided for the Broadcast Pix GR-1000 and the Broadcast Pix MC-1000. Four (4) staff members will be present for the training.

The training shall cover the following topics.

1. Configuration of both systems.
2. Overview of workstation, control panel, and multiview.
3. Basic setup of assigning inputs, laying out multiview, creating a show, recording and removing content, running a show, and transitions.
4. Character graphic creation.
5. Storing and importing files for clips.
6. Workflow: memories, macros, and softpanel.
7. Hands on practice.

E. DELAYS

1. The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section G.2 of the General Provisions for Bids incorporated by reference within the Specific Provisions.
2. If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the 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 the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

F. WARRANTIES

1. All goods and services provided under the Contract shall be warranted by Contractor and/or manufacturer for at least twelve (12) months after Acceptance by City.

2. Contractor shall be responsible to the City for all warranty service, parts and labor. Contractor is responsible for ensuring 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.

G. SOFTWARE LICENSING

Contractor represents and warrants that any software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, 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 the command of.

IV. FORMS



City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

[ID Number will be provided by City]

Firm Info:

Firm Name:

(as reported on W9)

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

☐ **Alternate Address** (if different from above) to Receive Remittance:

Mailing Address:

City:

State:

Zip:

☐ **Alternate Address** (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Product/Services Information:

NIGP Codes:

*

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more)	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Male <input type="checkbox"/> Female or </div> <div> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility </div> </div>
*Required	

Ethnicity:

Ethnicity:

*

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* select from the following **List of Ownership Classification Codes** (select all that apply):

<input type="checkbox"/>	WBE	(Woman Owned Business Enterprise)
<input type="checkbox"/>	OBE	(Other Business Enterprise)
<input type="checkbox"/>	DBE	(Disadvantaged Business Enterprise)
<input type="checkbox"/>	DVBE	(Disabled Veteran Business Enterprise)
<input type="checkbox"/>	SLBE	(Small Local Business Enterprise)
<input type="checkbox"/>	8(a)	(Small Business Administration 8(a) Enterprise)
<input type="checkbox"/>	SDB	(Small Disadvantaged Business Enterprise)
<input type="checkbox"/>	LBE	(Local Business Enterprise)
<input type="checkbox"/>	MLBE	(Micro Local Business Enterprise)
<input type="checkbox"/>	SBE	(Small Business Enterprise)
<input type="checkbox"/>	MBE	(Minority Business Enterprise)
<input type="checkbox"/>	EBE	(Emerging Business Enterprise)
<input type="checkbox"/>	ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? ☐ **No** ☐ **Yes** (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

1. **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

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

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

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

2. **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

3. **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

4. **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:

5. **Joint Venture** Date formed: ____/____/____

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance 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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

☐ Yes ☐ No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?

☐ Yes ☐ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

☐ Yes

☐ No

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

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

☐ Initial submission of *Contractor Standards Pledge of Compliance*.

☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

_____	_____	_____
Print Name, Title	Signature	Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS OR SERVICES CONTRACTOR REQUIREMENTS

- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Contractors doing business with the City. The City encourages its Contractors to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Contractor being non-responsive.*
- II. Nondiscrimination in Contracting Ordinance.** All Contractors doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Bid or Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or 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.
- B. Nondiscrimination in Contracting. The following language shall be included in contracts for City projects between the Contractor and any Subcontractors, vendors, and suppliers:
- Contractor shall not discriminate on the basis of race, gender, 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 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.
- C. Contract Disclosure Requirements. Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, 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 the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Contractors shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Contractors shall submit with their bid or proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. 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. Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an *Equal Employment Opportunity* (EEO) *Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Contractor.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for Goods or services contracts. SLBE program requirements for goods or services contracts are set forth Council Policy 100-10.

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

- 1. The City shall apply a bid discount in the way of:
 - a. 2% discount off the bid price for SLBE or ELBE prime contractors; or
 - b. 2% discount off the bid price for prime contractors achieving the voluntary goal of 20% for SLBE or ELBE subcontractor participation set forth in subsection 2 below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-discounted bidder, the discounted bidder will be awarded the contract.

- 2. All goods or services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/SubContractor.

- C. Commitment Letters. Contractor shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Contractor's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

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

1. Outreach Efforts. Description of Contractor's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Contractor's Subcontractor participation levels 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.
3. Equal Opportunity Employment. Listing 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.
4. Community Activities. Listing 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 four factors described above as part of the RFB or RFP evaluation process. These factors will be evaluated on a pass or fail basis with a minimum of [?] points needed to pass.

VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos 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.

Certified "**Women Business Enterprise**" (WBE) means a 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(s). 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.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a 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(s). 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.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a 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(s).

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

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VIII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:
Caltrans:

ELBE, SLBE
DBE, SMBE, SWBE

Dept. of General Services:
CA Public Utilities Commission:
City of Los Angeles:
SD Regional Minority Supplier Diversity Council:

DVBE
MBE, WBE
DBE, WBE, MBE
MBE, WBE

IX. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego.

EQUAL OPPORTUNITY CONTRACTING (EOC)

1010 Second Avenue • Suite 500 • San Diego, CA 92101

Phone: (619) 533-4464 • Fax: (619) 533-4474

ATTACHMENT AA - WORK FORCE REPORT

ADMINISTRATIVE

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

CONTRACTOR IDENTIFICATION

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

Name of Company: _____

AKA/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)

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(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														



CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

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 2000 Census. In order to compare one firm 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 For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.^{1,2} On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.²

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: Work Force Report Job categories

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

ATTACHMENT BB - SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

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

* Listed for informational purposes only.

** Contractor shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION		
Company Name:	Contact Name:	
Company Address:	Contact Phone:	
	Contact Email:	
CONTRACT INFORMATION		
Contract Title:	Start Date:	
Contract Number (if no number, state location):	End Date:	
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS		
<p>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. ▪ Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner. ■ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. ■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. ■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. <p>NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.</p>		
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
<p>Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.</p> <p><input type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must select one reason</i>):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p> <p>It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]</p> <p>Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.</p>		
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011