

# SAN DIEGO CONVENTION CENTER CORPORATION

## REQUEST FOR PROPOSALS FOR FIREPROOFING SERVICES RFP #24-1028

**Issue Date:** August 10, 2023

**Optional Pre-Bid Site Walk:** August 16, 2023 at 1:30 p.m. local time

**Pre-Bid Question Deadline:** August 23, 2023 at 5:00 p.m. local time

**Bid Deadline:** September 4, 2023 at 5:00 p.m. local time  
San Diego Convention Center Corporation  
Procurement Department  
**Send bids to:** [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com)

**Procurement Contact:** Robin Wied  
Procurement Analyst  
**E-Mail:** [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com)  
**Phone:** (619) 577-3099

**Description:** The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified contractors (“Contractor”) to provide fireproofing services using spray-applied fire-resistive material (SFRM) / spray cementitious vermiculite (MONOKOTE®) for exposed steel beam application in various locations at the San Diego Convention Center. For full details of the scope of work, see Section 3 – Scope of Work.

### Exhibits incorporated in this RFP:

- Exhibit A – Sample Contract
- Exhibit B – Corporation Building Fireproofing Locations

Building drawings of the San Diego Convention Center locations requiring fireproofing services will be provided upon request by e-mailing Robin Wied at: [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com). Any addendum or exhibit that is issued for this RFP can be found at: <https://www.visitsandiego.com/procurement/2206605-rfp-24-1028-fireproofing-services>.

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com). Late bids will not be accepted – NO EXCEPTIONS.

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## Section 1 – Proposal Process Timeline

Event	Location	Date(s)	Time (PT)
Bid Issue	Posted: <a href="https://visitsandiego.com/work-with-us/vendors/current-opportunities">https://visitsandiego.com/work-with-us/vendors/current-opportunities</a>	August 10, 2023	5:00 p.m.
Optional Pre-Bid Site Walk	111 West Harbor Drive, San Diego, CA 92101	August 16, 2023	1:30 p.m.
Deadline for Pre-Bid Inquires	E-mail: <a href="mailto:robin.wied@visitsandiego.com">robin.wied@visitsandiego.com</a>	August 23, 2023	5:00 p.m.
Responses to Inquires Posted	Posted: <a href="https://visitsandiego.com/work-with-us/vendors/current-opportunities">https://visitsandiego.com/work-with-us/vendors/current-opportunities</a>	August 28, 2023	5:00 p.m.
Bid Deadline	E-mail Proposals to: <a href="mailto:robin.wied@visitsandiego.com">robin.wied@visitsandiego.com</a>	September 4, 2023	5:00 p.m.
Bid Evaluation	Contractor will be notified by e-mail	September 5, 2023 – September 14, 2023	TBD
Notice of Intent to Award (contingent on approvals)	Contractor will be notified by e-mail	September 15, 2023	TBD
Budget Committee Approval	Internal approval process	Mid September, 2023	TBD
Board of Directors Approval	Late September, 2023	Late September, 2023	TBD
Anticipated Award Date	Contractor will be notified by e-mail	Late September, 2023	TBD

## Section 2 – Instructions & General Conditions

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
3. **PRE-BID MEETING:** A pre-bid site walk is optional for consideration. Please e-mail [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com) to confirm attendance and obtain directions for the meeting location.
4. **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at <https://visitsandiego.com/work-with-us/vendors/current-opportunities> until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
  - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by e-mail to [robin.wied@visitsandiego.com](mailto:robin.wied@visitsandiego.com), before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
  - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
  - d. Bids must be held firm for a minimum of 60 days.
6. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are submitted in violation of this provision, the Corporation will have the right to determine which bid will

be considered, or at its sole option, reject all such multiple bids.

8. **REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director of Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
9. The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. **PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
11. **NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
12. **BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
  - a. **Cost – 40%**
  - b. **Work Plan – 15%**
  - c. **Company Resume – 10%**
  - d. **Comparable Projects (similar size & complexity) – 20%**
  - e. **Safety Record – 10%**
  - f. **Terms & Conditions and Proposal Completion - 5%**
13. **CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
14. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
  - a. Evidence of collusion among Bidders;
  - b. Lack of competency as revealed by either financial, experience, or safety statements;
  - c. Lack of responsibility as shown by past work;
  - d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.
15. **DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted

with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.

16. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
17. **PREVAILING WAGE COMPLIANCE:** The Contractor shall be fully knowledgeable of and shall comply with the provisions of the Labor Code applicable to the Work, including the general prevailing wage rate requirements, apprenticeship requirements, and requirements for subcontracts as applicable. Corporation public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5.
18. **COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE:** Per Public Contract Code Section 2600 et seq., the Bidder shall not be prequalified and/or shortlisted unless the entity provides an enforceable commitment to the Corporation that the Bidder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an Apprenticeshipable Occupation in the building and construction trades.
19. The Bidder, by submitting its Bid to the Corporation, agrees that if selected, it and its subcontractors at every tier will comply with the requirements of Public Contract Code Section 2602(a) and that the Bidder will provide the Corporation with evidence, on a monthly basis while the project or contract is being performed, that the Bidder and its subcontractors are complying with the requirements of Public Contract Code Section 2602(a).
20. **SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
21. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
22. **INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Contractor shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$2,000,000.00
B. Each Employee-disease	\$2,000,000.00
C. Policy Aggregate-disease	\$2,000,000.00
3. Commercial General Liability	
A. Per Occurrence	\$2,000,000.00
4. Business Auto Liability	\$2,000,000.00

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents, and employees of each of these three entities shall be named as additional insured.

- 23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision. Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder's personnel shall be subject to disqualification.
- 24. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 25. CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation's Board of Directors approval where required, and subsequent execution of the Corporation's Contract. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.
- 26. CHANGE ORDERS:** In the event Corporation determines to change the SOW to either delete or add work to be performed by Contractor or the materials to be provided for the SOW, Contractor shall prepare a change order. Corporation shall have the right to approve or disapprove the change order. Change orders submitted by Contractor shall not exceed a markup percentage of Ten Percent (10%).

**27. CONTRACTOR REQUIREMENTS:**

Requirement Type	Required For This Project
1. Contractors State License Board (CSLB) License	Yes
Appropriate License Classification(s)	C-35 or C-61/D-12
2. Registration with Department of Industrial Relations (DIR) as a Public Works Contractor	Yes
3. California Prevailing Wage	Yes
4. Bid Bond	Yes
5. Performance Bond	Yes
6. Payment Bond	Yes

*Section 3 – Scope of Work to Follow*

## Section 3 – Scope of Work

**1.0 OVERVIEW:** The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified contractors (“Contractor”) to provide fireproofing services using spray-applied fire-resistive material (SFRM) / spray cementitious vermiculite (MONOKOTE®) for exposed steel beam application in various locations at the San Diego Convention Center (“Center”). There are four (4) locations (Upper-Level West End 7A Storage, Roof Access Staircase 30, Storage Room Lobby Side Hall-H, and Central Plant Near Chiller 1) which will require fireproofing materials to be sprayed. The Center is a Type I construction facility.

The below are approximate quantities provided for general project understanding. Contractor shall be responsible for all field measurements and verification of quantities necessary for an accurate proposal and performance of the scope of work. No exchange or compensation will be allowed on accounts of differences.

Location	Linear Footage
Upper-Level West End 7A Storage	53 ft
Roof Access Staircase 30	13 ft
Storage Room Lobby Side Hall-H	566 ft
Central Plant Near Chiller 1	24 ft
<b>Total</b>	<b>656 ft</b>

All services are to be accomplished by review of existing documentation, discussions with onsite personnel, and per the following codes and standards:

- NFPA 5000 – Building Construction and Safety Code.
- UL/ANSI 1709 “Standard for Rapid Rise Fire Tests of Protection Materials for Structural Steel.”
- UL/ANSI 263 “Standard for Fire Tests of Building Construction Materials.”
- Uniform Building Code Standard No. 7-6, “Thickness and Density Determination for Spray Applied Fireproofing.”
- Uniform Building Code Standard No. 7-7, “Methods for Calculating Fire Resistance of Steel, Concrete, and Wood Construction.”
- Association of the Wall and Ceiling Industry (AWCI) Technical Manual 12-A, “Standard Practice for the Testing and Inspection of Spray Applied Fire-Resistive Materials.”
- AWCI Technical Manual 12, “Design Selection Utilizing Spray Applied Fire-Resistive Materials.”
- ASTM E 605-93 Test Method for Thickness and Density of Sprayed Fire-resistive Material (SFRM) Applied to Structural Members.
- ASTM E 736 Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
- ASCE/SEI/SFPE 29-05 Standard Calculation Methods for Structural Fire Protection.
- International Building Code- Chapter 6- Types of Construction- Table 601, Fire-Resistance Rating Requirements for Building Elements.
- International Building Code- Chapter 7- Fire and Smoke Protection Features.
- International Building Code- Chapter 17- Special Inspections and Tests.
- California Fire Code (California Code of Regulations Title 24, Part 9).
- International Fire Code.
- County of San Diego Consolidated Fire Code.
- California Building Code Title 24- Chapter 9 Fire Protection Systems.

Should conflicts exist between the above referenced standards, it is Contractor's responsibility to bring the conflict to Corporation's attention. In general, in the event of a conflict, the most stringent of the requirements will apply.

- 2.0 THICKNESS CALCULATION & FIELD TEST:** To determine the fireproofing material thickness, Contractor shall submit W/D ratios along with a schedule of fireproofing thickness for each beam and column size within the project for Corporation approval. The following formula from the "Standard Calculation Methods for Structural Fire Protection" shall be utilized to conduct necessary calculations:

$$h_1 = \left( \frac{W_2 / D_2 + 0.036}{W_1 / D_1 + 0.036} \right) h_2$$

Where

$W$  = weight per length (lb/ft kg/m)

$D$  = heated perimeter of the wide-flanged columns (in. mm)

$h$  = total thickness of the coating (in.)

Subscript 1 is the substitute beam properties and the required thickness

Subscript 2 is the properties of the listed beam and the listed protection thickness

Tests of sprayed fire-resistant materials shall be performed in accordance with section 1705.15 - Sprayed Fire-Resistant Materials within IBC Chapter 17 or ASTM E 605-93.

- 3.0 SPRAY APPLICATION:** Contractor shall apply the Monokoting to the applicable beams. Prior to application, Contractor shall ensure steel beams are free of oil, grease, or other substance that will impair the adhesion of MONOKOTE® to the steel surface. Surfaces not requiring fireproofing will be protected against over-spray by masking the area. Materials shall be applied in a dry film thickness to achieve a three (3) hour rating. Thickness will be applied in a single coat so long as the material stays on the steel beam. Additional thickness shall be achieved by applying multiple coats of product.

If there are any damaged fireproofing material sections on the beams, Contractor shall repair the damaged areas. All damaged portions shall be removed, and the steel beam cleaned. Spray or hand apply MONOKOTE® material to make it level with the existing surrounding MONOKOTE®. Hand patching is accepted for an area not exceeding 144 square inches - larger surfaces require spray application only. Measure and record the density, thickness, and bond strength of the fireproofing material at random locations using approved methods and instruments. Ensure that the material meets or exceeds the specified requirements. Protect the fireproofing material from damage or deterioration during and after application. Apply a compatible top coat if required by the project specifications or environmental conditions.

A spray gun with a properly sized orifice, spray shield, and air pressure shall be used while onsite. Provisions shall be made to ensure material is substantially dry. If space does not have adequate ventilation, a fan may be used to achieve the required air exchange rate.

- 4.0 MATERIALS:** Material shall be MONOKOTE® type MK-6 CBF approved by ICBO Evaluation Report #4607 and Underwriters Laboratories. All material to be used for fireproofing shall be delivered in original unopened packages. The material shall be kept dry until ready for use. Packages or material shall be kept off the ground, under cover, and away from damp surfaces. All bags that have been exposed to water before use shall be discarded.

Fire-bond adhesive and MONOKOTE® Accelerator shall be applied if required by product manufacturer specifications. All materials shall be unexpired and be used prior to end of manufacturer's recommended shelf life.

The material shall have a minimum density of 15 lb./ft.<sup>3</sup> and a minimum bond strength of 150 psf as per



ASTM E605 and ASTM E736 standards, respectively.

The material shall be compatible with the surface preparation, priming, and top coating of the steel beams as per the manufacturer's recommendations.

- 5.0 WASTE MANAGEMENT/RECYCLING:** Contractor may utilize the Corporation's onsite dumpsters and recycling bins throughout the duration of the project. Contractor shall make every effort to refrain from disposing the debris into the landfill and recycle items to the maximum extent possible. Waste shall be removed as often as necessary to ensure debris and resulting dirt/dust particles are minimized. The construction site shall be kept clean and maintained daily.

Recycling and waste bin areas are to be kept neat and clean and clearly marked to avoid contamination of materials. Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

- 6.0 SCHEDULE & HOURS OF WORK:** Corporation maintains a high occupancy facility where work must be performed around event activity. As a result, Contractor will need to coordinate with Corporation for available working days.

Corporation working hours are 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Contractor must complete the work between October 1, 2023 – December 31, 2023 or as scheduled by Corporation

- 7.0 PROJECT MANAGEMENT:** A dedicated foreman must be always onsite during construction for coordination and oversight purposes. Contractor shall determine the needed labor to meet Corporation's schedule. A project schedule shall be submitted before construction begins and on a periodic basis as changes occur.

- 8.0 PARKING & STORAGE:** Contractor may not store excess materials, tools, equipment, or debris at Corporation's site without prior written authorization from Corporation personnel. Any materials or equipment stored at the Center is at Contractor's own risk. Loading and unloading of materials at a designated loading dock shall be scheduled with Corporation personnel. Parking may be provided for Contractor vehicles during the term of the project as directed and approved by Corporation's personnel. However, availability is not always guaranteed. If parking is not available, Contractor will be subject to daily Ace Parking fees.

- 9.0 CODE COMPLIANCE & SAFETY:** While onsite, Contractor personnel must wear applicable PPE (personal protective equipment) such as gloves, eye protection, respirator, and follow guidance/safety practices in accordance with all applicable OSHA and manufacturer regulations and requirements. All visits to the Center must be pre-arranged and coordinated with Corporation personnel before arriving onsite. Contractor personnel are required to always wear a corporation-issued badge to gain access throughout the building.

MONOKOTE® is slippery when wet. Contractor shall post appropriate cautionary "SLIPPERY WHEN WET" signs. Signs should be posted in all areas in contact with wet fireproofing material. Anti-slip surfaces should be used on all working surfaces.

- 10.0 CORPORATION EQUIPMENT:** Contractor shall have the right to use Corporation ladders and scissor lifts during the project, subject to availability. A waiver may be required to be signed for use of any Corporation provided equipment. In the event Contractor utilizes Corporation's equipment, Contractor must submit copies of applicable equipment certification documentation for personnel.

Contractor may use Corporation's water, electricity, and restrooms for duration of project. All other items such as telecommunication, waste containers, and specialty equipment are the responsibility of Contractor.

- 11.0 WARRANTY:** Contractor shall provide a one (1) year warranty for workmanship and materials provided by Contractor.

*Section 4 – Bid Form to Follow*

## Section 4 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

### BIDDER:

Legal Business Name

Other Entity Name(s) (if applicable)

CSLB License Number

DIR Public Works Contractor Number

Primary Contact Name

Primary Contact Position

Primary Contact Phone Number

Primary Contact E-mail

**BID:** Provide your bid below. Project Total is inclusive of all materials, equipment, prevailing wage labor, warranty, taxes, parking, and all overhead costs.

Location	Labor	Materials	Total
Upper-Level West End 7A Storage			
Roof Access Staircase 30			
Storage Room Lobby Side Hall-H			
Central Plant Near Chiller 1			
Project Total			

**LINEAR FOOT PRICE:** \_\_\_\_\_

(For As-Needed Additional Steel Beam Fireproofing)

The price(s) proposed herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

Note: Unless a Prompt Payment Discount is specified above, a Net 30 will be considered.

### COMPANY RESUME: (attach with Bid Form)

Submit a company resume that includes:

- Statement of Experience – Briefly describe the background and capabilities of your company.
- Key Personnel Resumes – Provide resumes of the key personnel who will be assigned to the project and onsite (Project Manager, Superintendent, Foreman, Laborer, etc.).

### WORK PLAN: (attach with Bid Form)

Submit a Work Plan that includes the following:

- Proposed work plan showing crew makeup with titles. This plan shall explain Contractor's strategy for completing the project in the specified schedule outlined in the scope of work, and detail phasing sequences with reference to Corporation's building layout.
- Proposed work schedule in a bar-chart style format with a list of activities, early and late start dates, early and late finish dates, activity duration in workdays, total float or slack time, and precedence relationships.

**SAFETY RECORD:** (attach with Bid Form)

Submit company OSHA Form 300A and Experience Modification Rate (EMR) from 2020, 2021, and 2022.

**TERMS AND CONDITIONS:** (attach with Bid Form)

The awarded Bidder shall be subject to the terms and conditions outlined in Exhibit A – Sample Contract. Submit any proposed redlines from Exhibit A – Sample Contract.

**EXCLUSIONS AND CLARIFICATIONS:**

List any exclusions and/or clarifications (use additional sheets of paper as needed): \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

**COMPARABLE PROJECTS:** Provide five (5) comparable projects similar in size and complexity:

(use additional sheets of paper as needed)

1. Project Name: \_\_\_\_\_

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

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

Client Contact Information: \_\_\_\_\_

Contract Award Value: \$ \_\_\_\_\_

Contract Completion Value: \$ \_\_\_\_\_

If Contract Award / Completion Are Different Values, Please Explain Why: \_\_\_\_\_

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

Actual Completion Date: \_\_\_\_\_

Brief Description of Agreement/Contract or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Client Contact Information:** \_\_\_\_\_

\_\_\_\_\_

**Contract Award Value: \$** \_\_\_\_\_

**Contract Completion Value: \$** \_\_\_\_\_

**If Contract Award / Completion Values Are Different, Please Explain Why:** \_\_\_\_\_

\_\_\_\_\_

**Contract Completion Date:** \_\_\_\_\_

**Actual Completion Date:** \_\_\_\_\_

**Brief Description of Agreement/Contract or Services Provided:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Client Contact Information:** \_\_\_\_\_

\_\_\_\_\_

**Contract Award Value: \$** \_\_\_\_\_

**Contract Completion Value: \$** \_\_\_\_\_

**If Contract Award / Completion Values Are Different, Please Explain Why:** \_\_\_\_\_

\_\_\_\_\_

**Contract Completion Date:** \_\_\_\_\_

**Actual Completion Date:** \_\_\_\_\_

**Brief Description of Agreement/Contract or Services Provided:** \_\_\_\_\_

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**4. Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Client Contact Information:** \_\_\_\_\_

\_\_\_\_\_

**Contract Award Value: \$** \_\_\_\_\_

**Contract Completion Value: \$** \_\_\_\_\_

**If Contract Award / Completion Values Are Different, Please Explain Why:** \_\_\_\_\_

\_\_\_\_\_

**Contract Completion Date:** \_\_\_\_\_

**Actual Completion Date:** \_\_\_\_\_

**Brief Description of Agreement/Contract or Services Provided:** \_\_\_\_\_

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\_\_\_\_\_

**5. Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Client Contact Information:** \_\_\_\_\_

\_\_\_\_\_

**Contract Award Value: \$** \_\_\_\_\_

**Contract Completion Value: \$** \_\_\_\_\_

**If Contract Award / Completion Values Are Different, Please Explain Why:** \_\_\_\_\_

\_\_\_\_\_

**Contract Completion Date:** \_\_\_\_\_

**Actual Completion Date:** \_\_\_\_\_

**Brief Description of Agreement/Contract or Services Provided:** \_\_\_\_\_

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\_\_\_\_\_

**TO: CORPORATION**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

**BIDDER QUALIFICATION STATEMENT:**

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

**NON-COLLUSION:**

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

**INSURANCES:**

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

**FROM:**

Respondent's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

## Company Information

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

Contact Person: \_\_\_\_\_

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

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

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

## Ownership Classification

\*Includes Individuals, Sole Proprietorships, Partnerships, LLC's and Corporations

☐ Women owned Business (WBE – SWBE) – 51% ownership and active management

☐ Minority Owned Business (MBE – SMBE) – 51% ownership and active management

☐ Disadvantaged Business (DBE): a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in Code of Federal Regulations Title 49 part 26. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

☐ Disabled Veteran Business Enterprise (DVBE)

☐ Small Business Enterprise (SBE)

☐ Small Local Business Enterprise (SLBE)

☐ None Apply

## Certifications

☐ Yes ☐ No Ownership Classification has been certified by a city, federal, state or private agency.

Certifying Agency: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_ Certification Date: \_\_\_\_\_

## Ethnicity

\*Required – select one.

☐ African American

☐ Asian

☐ Caucasian

☐ Hispanic

☐ Filipino

☐ Native American

☐ Pacific Islander

☐ Other: \_\_\_\_\_



## DESIGNATION OF SUBCONTRACTORS FORM

A contractor or subcontractor shall not be qualified to quote, bid, propose on, be listed in a quote, bid, proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

Contractor acknowledges that this project is a public works project as set forth in Labor Code § 1720, et seq. and certifies that all workers employed in the execution of the contract will be paid the correct prevailing wages. The San Diego Convention Center Corporation has obtained from the Director of the Department of Industrial Relations, general prevailing wage determinations for the locality in which the work is to be performed. Copies of such wages are on file at SDCCC and available for inspection to any interested party upon request. The determinations are also available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions. These include, but are not limited to, maintaining accurate payroll records, verifying and certifying payroll records, and making them available to SDCCC for inspection. Contractor shall require its subcontractors to comply with section 1776 of the Labor Code and is responsible for ensuring its subcontractors submit certified payroll records to SDCCC, weekly. Lien Releases from the Contractor and subcontractors will be required for payment of invoices.

If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid. If apprentices are employed on the project, the contractor shall be responsible for ensuring compliance with Labor Code § 1777.5. The Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

DESIGNATION OF SUBCONTRACTORS				
DESCRIPTION OF WORK (Indicate if work includes only a portion of the quote, bid, or proposed item. If subcontractor(s) will not be used then indicate "no subcontractor".	BUSINESS NAME AND ADDRESS	% OF TOTAL CONTRACT	LICENSE #	DIR #

Solicitation/RFP Title or PO # \_\_\_\_\_

Contractor Name \_\_\_\_\_ DIR# \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_