

SAN DIEGO CONVENTION CENTER CORPORATION

REQUEST FOR PROPOSALS FOR COOLING TOWER CLEANING AND DISINFECTION MAINTENANCE SERVICES RFP #25-1054

Issue Date: January 7, 2025

Mandatory Pre-Bid Site Walk: January 16, 2025 at 10:00 a.m. local time

Pre-Bid Question Deadline: January 24, 2025 at 5:00 p.m. local time

Response to Pre-Bid Questions: January 31, 2025 at 5:00 p.m. local time

Bid Deadline: February 7, 2025 at 5:00 p.m. local time
San Diego Convention Center Corporation
Send bids to: robin.wied@visitsandiego.com

Notice of Award: February 13, 2025

Procurement Contact: Robin Wied, Procurement Analyst
E-Mail: robin.wied@visitsandiego.com
Phone: Mobile: (619) 577-3099

Description:

The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified contractors (“Contractor”) for Cooling Tower Cleaning and Disinfection Maintenance Services. For full details of the scope of work, see Section 2 – Scope of Work.

Any addendum or exhibit that is issued for this RFP can be found at:

<https://www.visitsandiego.com/procurement/2207901-rfp-25-1054-cooling-tower-cleaning-and-disinfection-maintenance-services>

Exhibits incorporated in this RFP:

- Exhibit A – Cooling Tower Site Map & Photos
- Exhibit B – Sample Contract

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.

Emailed Quotes are due prior to the Bid Deadline indicated above and must be delivered to robin.wied@visitsandiego.com. Late quotes will not be accepted – NO EXCEPTIONS.

PROCUREMENT REQUIREMENTS

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Section 1 – 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 **mandatory** for consideration. Please **e-mail** 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 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 90 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 – 50%**
 - B. **Comparable Accounts (similar size & complexity) – 25%**
 - C. **Company Resume – 10%**
 - D. **Safety Record – 10%**
 - E. **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, according 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 Apprenticeship 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.

- 24. 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.
- 25. **PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 26. **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.
- 27. **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%).
- 28. **COOPERATIVE CONTRACT PRICING:** Corporation qualifies for local government cooperative contract pricing. Contractor shall indicate if cooperative contract pricing is being used under Section 3 – Bid Form: Exclusions and Clarifications.
- 29. **CONTRACTOR REQUIREMENTS:**

Requirement Type	Required For This Project
1. Contractors State License Board (CSLB) License	Yes
Appropriate License Classification(s)	C-20
2. Registration with Department of Industrial Relations (DIR) as a Public Works Contractor	Yes
3. California Prevailing Wage	Yes
4. Bid Bond	No
5. Performance Bond	No
6. Payment Bond	No

Section 2 – Scope of Work to Follow

Section 2 – Scope of Work

1.0 OVERVIEW: The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified contractors (“Contractor”) for Cooling Tower Cleaning and Disinfection Maintenance Services at the San Diego Convention Center (the “Center”).

2.0 SCOPE OF WORK: Contractor shall provide semi-annual cleaning and disinfection maintenance services for Corporation’s five (5) cooling towers to ensure proper operation and to prevent growth of Legionella bacteria. Cleaning shall include a visual inspection of cooling towers to check for leaks, corrosion, and structural damage. Any identified issues must be reported to Corporation personnel to determine course of action for repair. Contractor shall provide all chemicals, equipment, and labor necessary to complete the cleaning and disinfection.

All Contractor personnel shall wear proper personal protective equipment (“PPE”) as required by chemical manufacturers, OSHA, and CDC regulations. Cleaning must follow and personnel must be trained per relevant OSHA, CDC, ASHRAE, and manufacturer guidelines/safety practices. Personnel must be knowledgeable to properly operate and disassemble/assemble cooling tower units. Proper ventilation for pressure washer must be followed.

Contractor shall determine the appropriate chlorine-containing or chlorine-based disinfectant for cleaning. All chemicals used should be recorded (type, amount, and time added) and sent to Corporation for records (safety data sheets, “SDSs”). PH and FRC measurements must be taken during the cleaning process and recorded. Contractor is not required to test the towers for Legionella and is not required to treat the water outside of the cleaning requirements.

Cooling towers 1-4 consist of two cells while cooling tower 5 consists of one cell (nine (9) total cells). Towers shall be offline at time of service and will resume operation in coordination with Corporation per manufacturer’s specifications. Only two (2) towers may be off at a time. Work shall be performed on straight time. Corporation will provide access to onsite water and electrical supply for the duration of the cleaning. However, Corporation will not provide gas in the event equipment used is gas operated. The following steps must be performed for the cleaning process (including but not limited to):

- Take before and after photos of each unit and send to Corporation for record.
- Conduct visual inspection of cooling tower checking for leaks, corrosion, and any structural damage. Identify any areas that might need more focused attention during cleaning. Report any identified issues to Corporation personnel.
- Remove drift eliminators and inspect the nozzles and spray pattern to ensure they are clean and producing the correct pattern as dictated by manufacturer’s specifications. Clean nozzles as necessary and report any damage of the nozzles to Corporation.
- Inspect fill surface for bent edges or scale build up.
- Complete a pre-cleaning disinfection by adding an appropriate oxidizing biocide to basin and allowing to circulate through cooling tower.
- Disconnect and lock-out-tag-out fan and system pump motors. Ensure make-up valve is closed.
- Inspect inside of cooling towers for hard scale mineral build up and scrape off any that is observed.
- Pressure wash all parts of cooling tower including drift eliminators, louvers, casing, fill, fan guards, and other mechanical components working top down and outside in.
- Clean and wipe down rigid floats.
- Pressure wash exterior louvers, outside air screens, and cooling tower floor (outside base of

towers and internal cooling tower basin itself).

- Drain basin with strainers in place. Remove all dirt and debris from basin then flush with water. Remove, clean, and replace the strainers after dirt and debris has been cleared.
- Once sludge has been removed, check water levels to ensure unit is fulling to proper operating parameter levels.
- In coordination with Corporation, bring tower back online following manufacturer's specifications.

Contractor shall dispose all sludge and debris onsite in Corporation designated areas as directed by Corporation personnel. Once cleaning is complete, a certificate of cleaning and disinfection for each cooling tower must be provided to Corporation to document compliance. Documentation must include a statement that all required standards/regulations were adhered to for the cleaning of cooling towers and the chemicals used were effective.

Contractor must comply with the Corporation's confined space program and Cal/OSHA's confined space standard for permit spaces. Contractor and Corporation personnel will review and initial the Contractor Confined Space Entry Notification Form before starting work in the confined space. This permit shall be posted in a visible location at all times while conducting work. Personnel will be de-briefed regarding the permit space program that was followed, and any hazards confronted or created in the permit spaces during entry operations. Contractor shall use confined space equipment as needed for safe entry.

To achieve temporary reclassification status for performing the work, lockout tag out will be administered, verified, stored energy released, and brought to ZERO state on existing valve water line, complete drain of line and lower area where access ports are located, both access ports opened while work is being performed. This will always be a two-person job, and the buddy system must be utilized.

COOLING TOWER INFORMATION:

Cooling Tower Number	Manufacturer	Model	Serial Number	Install Date
1	Baltimore Aircoil Company	VT1-800-Q	U164431105-04-01	2/28/2017
2	Baltimore Aircoil Company	VT1-800-Q	U164431105-03-01	2/28/2017
3	Baltimore Aircoil Company	VT1-800-Q	U164431105-02-01	2/28/2017
4	Baltimore Aircoil Company	VT1-800-Q	U164431105-01-01	2/28/2017
5	Baltimore Aircoil Company	VT1-400-Q	U164431106-01-01	2/28/2017

- 3.0 CODE COMPLIANCE AND SAFETY:** While onsite, Contractor personnel must agree to adhere to Corporation Safety Program, and wear applicable PPE (personal protective equipment) such as gloves, eye protection, knee pads, and follow guidance/safety practices in accordance with all applicable OSHA and manufacturer regulations and requirements. All visits to the San Diego Convention Center must be pre-arranged and coordinated with Corporation personnel before arriving onsite. Contractor personnel are required to wear a Corporation-issued badge at all times to gain access throughout the building.

It is the responsibility of the Contractor to ensure that the work site is properly protected at all times. All work areas must be marked adequately with construction signs posted to secure and isolate the work site to prevent injury to Corporation personnel and others who may require access to the surrounding space during the work. All temporary barriers shall be free standing/ self-supporting and interlocking to prevent unauthorized access.

- 4.0 WARRANTY AND SUPPORT:** At a minimum, Contractor shall provide a one (1) year warranty for materials and workmanship.
- 5.0 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. This project shall be scheduled for two (2) semi-annual visits for each cooling tower. Maintenance work shall be performed during standard working hours: Monday – Friday, 7:00 a.m. – 5:00 p.m.
- 6.0 WASTE MANAGEMENT AND RECYCLING:** Contractor may utilize 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 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.
- 7.0 PARKING AND 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 San Diego Convention Center is at Contractor’s own risk. Loading and unloading of materials at a designated loading dock shall be scheduled with Corporation personnel. Parking shall be available on a first come first serve basis. Contractor vehicles are allowed to park without a fee 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 parking fees.
- 8.0 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 prior to use of any Corporation provided equipment.

Bid Form to Follow

Section 3 – 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 annual pricing (pricing for two (2) semi-annual maintenance visits) for each cooling tower in the table below: Cost is inclusive of all labor, materials, taxes, parking, and all overhead costs.

Contract Year #	Cooling Tower #1	Cooling Tower #2	Cooling Tower #3	Cooling Tower #4	Cooling Tower #5	Annual Total
1						
2						
3						
4 (if extended)						
5 (if extended)						
Five (5) Year Grand Total:						

PROMPT PAYMENT DISCOUNT:

The price(s) proposed herein can be discounted by _____%, if payment is made within _____ days.
 Note: Unless Prompt Payment Discount is specified above, a Net 30 will be considered.

COMPANY RESUME: (attach with Bid Form)

Submit a company resume highlighting company’s relevant experience, qualifications, and key personnel.

SAFETY RECORD: (attach with Bid Form)

Submit company OSHA Form 300A and Experience Modification Rate (EMR) from 2021, 2022, and 2023.

TERMS AND CONDITIONS: (attach with Bid Form)

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

2. Account Name: _____

Account 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. Account Name: _____

Account 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: _____

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 <small>(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".</small>	BUSINESS NAME AND ADDRESS	% OF TOTAL CONTRACT	LICENSE #	DIR #

Solicitation/RFP Title or PO # _____

Contractor Name _____ DIR# _____

Authorized Signature _____ Date _____