

# SAN DIEGO CONVENTION CENTER CORPORATION

## REQUEST FOR PROPOSALS FOR LABOR AND EMPLOYMENT LEGAL SERVICES RFP #25-1061

<b>Issue Date:</b>	<b>March 5, 2025</b>
<b>Pre-Bid Question Deadline:</b>	<b>March 20, 2025 at 5:00 p.m. local time</b>
<b>Response to Pre-Bid Questions:</b>	<b>March 27, 2025 at 5:00 p.m. local time</b>
<b>Bid Deadline:</b>	<b>April 4, 2025 at 5:00 p.m. local time</b> San Diego Convention Center Corporation <b>Send bids to:</b> <a href="mailto:alyssa.farnsworth@visitsandiego.com">alyssa.farnsworth@visitsandiego.com</a>
<b>Bid Evaluation Period:</b>	<b>April 7, 2025 – April 14, 2025</b>
<b>Shortlist Interviews:</b>	<b>April 21, 2025 – April 23, 2025</b>
<b>Final Evaluation:</b>	<b>April 24, 2025</b>
<b>Notice of Intent to Award:</b> (contingent on approvals)	<b>April 25, 2025</b>
<b>Procurement Contact:</b>	Alyssa Farnsworth, Procurement Analyst <b>E-Mail:</b> <a href="mailto:alyssa.farnsworth@visitsandiego.com">alyssa.farnsworth@visitsandiego.com</a> <b>Phone:</b> Office (619) 525-5315, Cell (619) 838-9374

**Description:** The San Diego Convention Center Corporation (“Corporation”) is seeking qualified employment law firms (“Consultant”) to submit proposals for as-needed hourly advice on specialized matters of compliance with federal, state, and local employment laws (“Services”). For full details of the scope of services, see Section 2 – Scope of Services. Any addendum or exhibit that is issued for this RFP can be found at: [RFP 25-1061 - Labor and Employment Legal Services - San Diego Convention Center](#)

Exhibits incorporated in this RFP:

- Exhibit A – 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. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to [alyssa.farnsworth@visitsandiego.com](mailto:alyssa.farnsworth@visitsandiego.com). Late bids 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. **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.
4. **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 [alyssa.farnsworth@visitsandiego.com](mailto:alyssa.farnsworth@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.
5. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Services 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.
6. **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.
7. **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.

8. 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.
9. **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.
10. **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.
11. **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. **Firm Experience and Expertise – 30%**
  - B. **Cost – 30%**
  - C. **Ability to Meet Corporation's Requirements – 15%**
  - D. **References – 10 %**
  - E. **Shortlist Interview (if shortlisted) – 15%**
12. **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.
13. **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.
14. **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.
15. 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.

- 16. 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.
- 17.** 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.
- 18. 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

- 19. 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.
- 20.** 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.
- 21. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 22. 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.

*Section 2 – Scope of Services to Follow*

## Section 2 – Scope of Services

- 1. SCOPE OF SERVICES:** The San Diego Convention Center Corporation (“Corporation”) is seeking qualified employment law firms (“Consultant”) to submit proposals for as-needed hourly advice on specialized matters of compliance with federal, state, and local employment laws (“Services”). While Corporation maintains separate general counsel, it is seeking to retain specialized counsel on matters pertaining to employment encompassing areas such as employee relations (wages, discrimination, terminations, leaves of absence, immigration, etc.), labor relations (collective bargaining, contract negotiation and grievance handling, etc.), public entity, and other specialized needs in today’s evolving environment.

Consultant shall, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; and all other means that are necessary or proper to complete the required Services.

- 1.1 Consultant Response Times:** Consultant shall respond and provide answers to all Corporation non-emergency requests within seventy-two (72) hours. Consultant shall respond and provide answers to Corporation within twenty-four (24) hours for all emergency requests.
- 1.2 Advisory Services:** Consultant shall serve as legal advisor to Corporation on an as-needed basis for matters related to compliance with federal, state and local labor and employment laws.
- 1.3 Development of Strategies:** Upon request, Consultant shall lead the development of strategies, including providing templates related to litigation or other disputes involving Corporation in matters related to employment law.
- 1.4 Litigation, Arbitration & Mediation:** When requested by Corporation, Consultant shall represent Corporation in litigation, arbitration and mediation matters.
- 1.5 Training:** When requested by Corporation, Consultant shall provide employment law training to Corporation’s staff.

- 2. CONTRACT TERM:** The term of the awarded contract shall be in effect for an Initial Term of three (3) years, commencing on July 1, 2025, and terminating on June 30, 2028. Prior to the expiration of the Initial Term, the contract may be extended by Corporation for two (2) additional extension terms of one (1) year each.

- 3. LOCATION:**

San Diego Convention Center Corporation  
111 West Harbor Drive  
San Diego, CA 92101

### *Section 3 – 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) \_\_\_\_\_  
Primary Contact Name \_\_\_\_\_  
Primary Contact Position \_\_\_\_\_  
Primary Contact Phone Number \_\_\_\_\_  
Primary Contact E-mail \_\_\_\_\_

**BID:** (Attach with Bid Form)

Submit a rate sheet that includes a detailed breakdown of the costs associated with legal advice, including hourly rates, fees for training, travel expenses (if applicable), annual price escalation (if applicable), prompt payment discounts (if applicable), and any additional services. Include proposed billing increments and minimum time charged for services provided.

**COMPANY RESUME:** (Attach with Bid Form)

Submit a company resume that includes:

- Background Information: A brief history of the firm, including years in business, firm size, location, and areas of expertise.
  - Include firm’s experience with Union and Government entities.
  - Include firm’s experience with litigation, arbitration, and mediation.
  - Detailed information on all services offered by firm, including employment law training courses for clients.
- Individual Resumes: Detailed resumes of the personnel who will be assigned to Corporation’s account, including qualifications, certifications, experience, and areas of expertise.

**ABILITY TO MEET CORPORATION’S REQUIREMENTS:** (attach with Bid Form)

The awarded Bidder shall be subject to all requirements in this RFP, and the terms and conditions provided in Exhibit A – Sample Contract. Submit any proposed redlines to Exhibit A – Sample Contract and list any exclusions or clarifications to the requirements of this RFP below. In the absence of redlines or exclusions, Corporation assumes Consultant complies with all RFP and Contract requirements.

**EXCLUSIONS AND CLARIFICATIONS:**

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

**REFERENCES:**

All bidders must provide a minimum of three (3) references (include, if possible, references from a governmental agency or a firm of equal size to Corporation from whom your firm has provided similar services). At least one (1) of the references must cover services performed in the past twelve (12) months. References must include the name of the company or governmental agency, address, name, and telephone of contact person(s), brief description of the agreement/contract and services provided and contract dollar amount. Attach additional sheets if required.

1. Name of Reference: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
Brief description of agreement/contract or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Reference: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
Brief description of agreement/contract or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Reference: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
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 services, 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 Services, 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: \_\_\_\_\_