



**City of Chula Vista
Public Works Department
1800 Maxwell Road
Chula Vista, California 91911**

**Request for Qualifications
For
As-Needed Encampment Abatement and General Clean-Up
Services**

**ISSUE DATE: June 17, 2026
SUBMITTALS DUE DATE: July 20, 2026, by 5:00 PM**

Table of Contents

I.	INTRODUCTION	3
II.	SCOPE OF SERVICES	3
III.	STATEMENT OF QUALIFICATIONS REQUIREMENTS	10
IV.	GENERAL REQUIREMENTS AND AUTHORITY OF THE CITY OF CHULA VISTA	11
V.	SUBMISSION OF STATEMENT OF QUALIFICATIONS	14
VI.	CONTRACTOR SELECTION	14
VII.	SCHEDULE OF WORK	15

Attachments:

- A. SAMPLE CITY OF CHULA VISTA CONTRACTOR SERVICES AGREEMENT
- B. EVALUATION AND SELECTION CRITERIA
- C. CERTIFICATION – REQUEST FOR QUALIFICATIONS (RFQ) AND PROPOSALS

I. INTRODUCTION

The City of Chula Vista (City) is requesting Statement of Qualifications (SOQ) for qualified environmental or waste removal professionals for As-Needed Homeless Encampment Abatement and General Clean-Up Services. The City is seeking qualified contractors that can demonstrate competence and possess the necessary qualifications to perform said services at a fair and reasonable cost to the City. The City is interested at this time in receiving SOQs from interested contractors with the capacity to provide Homeless Encampment Abatement and General Clean-Up services in an as-needed, on-call capacity.

The City anticipates awarding multiple contracts to the highest ranked contractors depending on qualifications. The contracts will be for an initial period of two (2) years, with three (3) one year City option renewal periods. Specific work will be based on the Contractor's proposal and will be authorized upon the City's acceptance of that proposal through the issuance of a City Purchase Order. The Contractor and the City will negotiate the scope and fees for each proposal on a project-by-project basis using the negotiated hourly billing rates specified in the Agreement. Actual execution and authorization of work will be at the sole discretion of the City.

The SOQ shall be submitted in accordance with the requirement of this Request for Qualifications (RFQ). All SOQs for As-Needed Homeless Encampment Abatement and General Clean-Up Services must be submitted to the City of Chula Vista via PlanetBids no later than 5:00 PM on July 20, 2026. The City reserves the right to revise and/or withdraw this request at any time for any reason.

An agreement between the City and the successful contractor(s) will be approved at a meeting of the Chula Vista City Council (2-Party Agreement Attachment). The services indicated in the agreement and related provisions are to be provided during the contract period.

Contractor shall assure the City that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101, et seq.) and Title 24.

II. SCOPE OF SERVICES

The City is seeking a Contractor that will provide homeless encampment abatement and general clean-up and services. Contractor shall provide all labor, tools, materials, protective clothing/gear, equipment, and expertise for site assessment documenting, clean-up, collecting, removal, and disposal services involving homeless encampment abatement, general clean-up services, and various illegal dump sites. Contractor must have the technical expertise, experience, supervision, and management capabilities to perform any activities required for projects associated with hazardous waste handling and disposal.

The services to be performed are on an as-needed basis but would be scheduled as Task Orders with advanced notice. The Contractor shall perform work in a timely and efficient manner and in

a courteous and business-like manner at all times. There is no minimum amount of work guaranteed.

The Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered throughout the course of work in the homeless encampment abatement general clean-up and services. If requested by City, Contractor will devise a Site Health and Safety Plan for a job site. The Site Health and Safety Plan at a minimum should state the cause of the project or incident, hazards, required level of personal protection, evacuation routes and the address of the nearest hospital to ensure safety and awareness for Contractor and City employees.

Typical job sites may vary in size from large multi-day clean-up services, where dumpsters are needed to handle the volume of debris, to small encampment clean-up services with one tent and two or three 30- gallon trash bags of debris. Cleanups may be located citywide and are not restricted to parks or landscape maintenance areas. In addition, some job sites will require performance in the State of California's right of way, including highway and freeway areas situated within State's jurisdictional limits as authorized under Streets and Highways Code Section 114 and 116. This work will be limited to I-5 Main St. to E St. Post Miles: 5.4 to 8.6. An officer must be present at all worksites.

Sites may contain a variety of materials that contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, shopping carts, and other items associated with homeless occupancy or illegal dumping. Clean-up duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials. Site locations may occasionally require confined space entry clean-up.

Hazardous waste collected and/or generated at a job site must be taken to a City-approved treatment, storage, and disposal facility (TSDF). In addition, the contractor will be required to assist the City representative with any applicable hazardous waste profiling required by the TSDF. City reserves the right to approve/reject additional facilities that may receive hazardous waste, non-hazardous waste, universal waste, and other wastes that are not regulated under hazardous materials/hazardous waste regulations. Shipments of hazardous waste must be accompanied with a Uniform Hazardous Waste Manifest. The driver of the vehicle hauling City generated waste must be trained, certified and knowledgeable in the completion of the Uniform Hazardous Waste Manifest, placard requirements and segregation of waste requirements.

In addition, the Contractor's project team for a designated job site will be knowledgeable regarding the completion of the Uniform Hazardous Waste Manifest and other relevant shipping documents (e.g., Bill of lading, non-hazardous manifest, etc.) with appropriate Department of Transportation proper shipping names, signature requirements, United States Environmental Protection Agency identification numbers and waste codes, California State waste codes, placard requirements and segregation of waste requirements for waste shipments.

Contractor will ensure that regulatory documents associated with hazardous waste services are accurate and error free. Manifest corrections and illegible manifests shall be the responsibility of the Contractor and the Contractor will be responsible for filing manifest corrections to the Department of Toxic Substances Control (DTSC) and paying any fees associated with manifest errors and illegible manifests.

Contractor must submit to City acknowledgement that it has prepared a Hazardous Materials Transportation Security Plan as required by the Department of Transportation Hazardous Materials regulations, prior to commencement of services.

The contractor may be required to remove and dispose of vegetation in order to gain access to encampment sites and raze trees and shrubbery to allow better visibility of sites post-encampment removal.

The Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site. The Contractor shall provide photographs of the clean-up to City electronically.

2.1 ADDITIONAL REQUIREMENTS

As directed by the City, Contractor shall provide clean-up services for homeless encampment sites:

- a. The Contractor shall receive notification from the designated City representative of the Task Order by phone or email. Contractor shall coordinate a Site Assessment Meeting within 48 hours of initial contact by the City.
- b. Site Assessment Meeting: The Contractor shall meet with the designated City representative at the job site to review the volume of work anticipated and schedule clean-up work that shall occur within five (5) working days of the Site Assessment Meeting. (May be dependent on the availability of local law enforcement, homeless outreach services, and if required, noticing requirements to vacate premises).
- c. Jobsites may be in heavy foliage, on steep embankments, next to waterways, and train tracks, requiring alertness to the environment, including awareness of endangered species (City will provide training if needed in areas where this is a concern), and pre-planning to prevent injury or illness.
- d. Work may have to be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, near train tracks, by drainage areas or washes and other areas requiring alertness to the environment and planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary to provide for a safe operation.
- e. The Contractor shall provide and make available, in association with the proposal, all Injury and Illness Prevention Program (IIPP) documents and processes.
- f. The Contractor must provide with their bid submittal the following documents: Current licenses/certifications, in good standing, issued by the Environmental Protection Agency (EPA) and other regulatory agencies.

I.I Day of scheduled encampment clean-up work

The Contractor shall meet the designated City representative or law enforcement at the specified job site at the specified time.

- a. Contractor shall work with the designated City representative or law enforcement to ensure camps are clear of occupants.
- b. Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to remove homeless encampments.
- c. Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.
- d. Contractor shall provide and maintain to their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for collecting, removal, and transportation of debris.
- e. All site work performed by Contractor at project sites shall be in accordance and will meet all applicable OSHA safety standards. Contractor shall provide its own safety equipment/personal protective equipment (PPE). Contractor shall provide appropriate training to all maintenance personnel and be current and compliant for all regulations and standards. PPE shall include but not be limited to hard hats, safety glasses, vests, gloves, and leather (or adequately puncture-resistant) boots.
- f. Contractor shall follow California Department of Industrial Relations Bloodborne Pathogen Standard §5193.
- g. Contractor shall have personnel trained and compliant in Confined Space and Permit Required Confined Space entry. Training and certification shall meet OSHA standard 29 CFR 1910.146.
- h. The Contractor must have a safety program and appropriate training/licensing in place to perform the services.
- i. Contractor shall separate debris, biological waste, sharps, and other hazardous substances and materials by using proper containers for storage and transport.
- j. Contractor shall remove, transport, and dispose of all debris, biological waste, sharps, and other hazardous substances and materials to proper collection sites (Landfill, Hospitals, County hazardous collection sites, etc.) in accordance with all applicable laws, statutes, and regulations regarding the handling, packaging, transportation, disposal of hazardous and non-hazardous waste. All waste shall be properly packaged and labeled.
- k. Contractor staff, including site supervisor must be trained and certified in handling and disposal of hazardous materials and provide copies of any applicable training records, certifications, and licenses required to perform this work.
- l. Contractors must possess and maintain all current licenses, permits, endorsements, certifications, and insurance required and adhere to all applicable federal and state statutes and regulations required to lawfully carry out this contract. The contractor will provide, upon reasonable request, all licenses, permits, endorsements, certifications, and insurance at any time during the contract period.
- m. Contractor staff, including site supervisor must be trained and certified in relevant traffic control safety procedures, and a traffic control plan must be in place, approved by the City as necessary, and followed during all clean-ups.
- n. All biohazard waste is to be disposed of with a licensed medical waste facility for treatment. Regulated Waste Tracking Documents kept on file and available upon request.
- o. Contractor shall trim and dispose of vegetation at sites as directed by City as an encampment deterrent measure.

- p. Contractor shall follow best practices of work procedures to safely manage and dispose of any hazardous materials that may be found on the job site, including urine, feces, soiled personal hygiene items, syringes, and other materials that could pose a health threat.
- q. Contractor shall immediately contact the local Police Department (or CHP for state property) in the event that weapons, or illegal contraband are found. In most circumstances, weapons and illegal contraband will be removed prior to the arrival of the Contractor.
- r. If a site is found to be occupied, the Police Department (or CHP for state property) can be called to clear the site. Clean-up crews should avoid cleaning the site if it is actively occupied unless otherwise authorized by the City. Contractor shall notify City if an adjacent homeless encampment is discovered in the general area during the course of an encampment clean-up to obtain authorization prior to proceeding with any additional work that was not identified in the original site.
- s. The Contractor shall photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to the City. The Contractor shall notify the City when the work is complete and provide a clean-up report for each site, including total weight of debris removed within 5 business days after completion of the abatement and general clean-up services.
- t. Completion of a site clean-up is at the discretion of City's representative and or the local enforcement agency (e.g., Code Enforcement, Fire Department, Department of Health Services, Regional Water Board, etc.).

I.II Compensation

Work will be compensated on a unit price or lumpsum basis depending on the task authorized. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the percentage of work completed for the previous month as long as a detailed progress report is provided to support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested. More specifically costs will be compensated as follows:

- 1. Site Clean-up Mobilization/Demobilization: Single mobilization for each site, to include all pre-site work setup up times, site travel times, planning, and other tasks to get the site ready to perform clean-up.
- 2. Non-biohazard Material Disposal (General Waste): Containment, transportation, and disposal of non-biohazard material off-site based on weight. These materials can be sent to a landfill.
- 3. Labor Rate (Non-Hazard)/ Site Clean-up Labor: General debris, trash, non-biohazardous in nature Supplies, Tools, PPE Included, including prevailing wage labor and equipment necessary to perform all site clean-up operations.
- 4. Labor Rate (Light Biohazard)/ Biohazard Technician: Animal Feces/Urine, Human Feces/Urine, Sharps/Drug Paraphernalia, Supplies, Tools, Basic PPE Included, including prevailing wage labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.

5. Labor Rate (Med Biohazard): Sewage Clean-up, Fentanyl Clean-up, Light Blood / Light Bodily Fluid, including prevailing wage labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.
6. Labor Rate (High Biohazard): Blood Clean-up, Human Decomposition, Bodily Fluid, including prevailing wage labor, containment of biohazardous waste, transient debris or any litter that poses health and safety risk, removal of contaminated contents, personal protective equipment, consumable supplies, administrative fees, and photo documentation.
7. Supervisor Rate: One Supervisor per job
8. Biohazard Material Disposal: Containment, transportation, and disposal of biohazard material per 55-gallon containment unit.
9. Heavy Metals: some examples may include vehicles (i.e., RVs cars), stoves/BBQs, and tent poles.
10. Hazardous Waste (Light): Includes Tires, Paint, Batteries, and other misc. hazardous waste, minimum 1-2 Commercial Bags (for example, basic trash, animal feces / human feces), 1-2 Items Large Item Pickup (for example, Mattresses, Sofas, Furniture). Pass along dump fees.
11. Biohazard Disposal (Light): Sharps, Medical Waste (Up to 5 lbs.)
12. Biohazard Disposal (Medium): Blood, Bodily Fluid, Medical Waste (Up to and per 50 lbs.)
13. Equipment Operator per hour

2.2 GENERAL CONDITIONS AND INSTRUCTIONS

The Contractor shall maintain all the required licenses during the term of the contract.

The Contractor shall forward to City, upon award of contract, the following information:

- Responsible Personnel
- Address
- Telephone Number(s)
- Normal working hours
- Telephone Number(s)
- Emergency Responsible Personnel
- Emergency Assistance (24 hours/day)

2.3 WORK AREAS, LOCATIONS & SITES

The specifications, and any resulting contract(s), consist of work completed in the City of Chula Vista and identified State of California's right of way.

2.4 PROFESSIONAL CONDUCT

Contractor's employees must conduct themselves in a professional manner at all times in all buildings and throughout the facilities. Only contractor-designated personnel will be allowed on the premises. Workers cannot bring friends or children onto the premises at any time.

Use of City telephones is prohibited except with prior written permission of the Facilities Manager. In those instances, the Contractor must provide their employees with credit cards (or prepaid phone cards).

2.5 UNIFORMS

Contractor shall provide appropriate work uniforms for all personnel at the Contractor's expense to ensure City safety and other regulatory compliance requirements. Uniforms must be always worn while performing work at City Facilities. Uniforms shall be all the same color.

The name of the company must appear on the uniform. The company name shall appear on both the front and rear. Each employee shall have a picture identification nametag with the company name, employee name, and employee number visibly always pinned on the front of the employee's uniform.

2.6 SUPPLIER IDENTIFICATION BADGES

2.6.1 Supplier Identification Badges

The Supplier shall be responsible and ensure that all staff working for or representing the Supplier, including Subcontractors, will be issued and possess an identification name badge displaying the following:

- 2.6.1.1 Employee's name;
- 2.6.1.2 Employee number;
- 2.6.1.3 Supplier's company name;
- 2.6.1.4 Current photograph of the employee.

2.6.2 Mandatory Display of Identification Badge

The identification badge shall always be displayed on the front of the employee's uniform. The Supplier accepts and understands that any employee who fails to meet this requirement may be asked to leave City's property with no recourse toward compensation for time or material lost on the contract, to the Supplier or to the Supplier's employee. The Supplier is responsible for ensuring that all its employees always possess and carry valid photo identification on City property.

2.7 PERFORMANCE HOURS AND SCHEDULING

The work performed under this contract shall be done Monday through Friday between the hours of 6:30 a.m. - 4:30 p.m. unless otherwise specified. All work in the State right-of-way shall be done Monday through Friday between the hours of 7:00 a.m. - 3:00pm unless otherwise authorized in writing.

2.8 CALIFORNIA DRIVER LICENSE OR IDENTIFICATION

All employees of the Contractor shall be required to hold a valid California Driver's License or Identification Card as a condition of employment under this Contract. A valid appropriate class California driver's license is required of all personnel operating vehicles.

III. STATEMENT OF QUALIFICATIONS REQUIREMENTS

The City prefers that responding contractors have an office within San Diego County capable of performing the various encampment clean-up services described above in order to respond rapidly to requests for services. The City expects that the Contractor will be in continual contact at all times and be able to report on progress and be notified of any problems that need resolution.

A. Contractors should include the following information in their SOQs:

1. A brief history of the firm.
2. The length of time doing business in San Diego County. Please describe where the contractor is located and where the contractor will be conducting operations.
3. Resumes of all key personnel available for assignments on City task orders. This includes contractor company owner(s), project managers, and support staff such as field supervisors/superintendents, certified payroll specialists, and accounts payable manager. Include all qualifications and applicable certifications and/or licenses that they may possess (ex. C-27 License).
4. A list of references, especially from other California public agencies the contractor has had as clients.
5. Expertise and specialization of the contractor.
6. Accounting and billing system used by the contractor. The City must know its accounts payable on a monthly basis.
7. Annual gross earnings for the past five years.
8. Current schedule of fees, including personnel hourly rates.

B. Contractors should include the standard schedule of fees and rates for the contractor and any sub-contractors in their Cost Proposal. The Pricing Sheet is attached as Attachment D RFQ Q54-2026 Pricing Sheet (Attachment D) and must be uploaded to PlanetBids in its original Excel format as a separate file.

- C. The proposal shall indicate that the Contractor, in performing any services for the City, whether within the defined Scope of Services or additional services, shall be performed in a manner consistent with the standards of performance and care ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.
- D. The proposal shall indicate that the Contractor is staffed in a manner such that the Scope of Services outlined in Section II of this Request for Qualifications can be delivered by the Contractor.
- E. The proposal shall indicate that the requested services will be provided efficiently and in timely fashion. Additionally, the proposal shall contain a statement that all services will be performed on the basis of a standard schedule of fees as identified in Attachment D. This schedule of fees shall reflect all costs related to personnel, required equipment and vehicles, and insurance requirements.
- F. The proposal shall indicate that the Contractor does not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions include, but are not limited to, the following: employment, upgrading, advertising, layoff or termination, rate of pay or other forms of compensation, and selection of training (including apprenticeship).
- G. The proposal must indicate that the Contractor and all of its sub-contractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees, including but not limited to all prevailing wage and labor laws and regulations.
- H. The proposal shall indicate that the Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance policies, and approvals which are legally required for Contractor to practice its profession or are necessary and incidental to the due and lawful prosecution of the services pursuant to this RFQ.
- I. The proposal must indicate that the Contractor and all of its sub-contractors shall comply with all applicable prevailing wage laws for its personnel.

IV. GENERAL REQUIREMENTS AND AUTHORITY OF THE CITY OF CHULA VISTA

- A. All SOQs received by the due date will be evaluated in accordance with applicable provisions of the Chula Vista Municipal Code and the City will select one or more contractors. Such evaluation will include, but not be limited to, experience, business reputation, overall qualifications, capacity and ability to provide the services, requested information to be submitted with the SOQ, as well as other information obtained through background information and references.

- B. All reports, studies, information, data, statistics, forms, and other materials produced under the agreement between the City and the successful Contractor shall be the sole and exclusive property of the City and may not be used or reproduced in any form without the express written permission of the City.
- C. Before award of the contract, all SOQs will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all SOQs), all responses will be regarded as public records and will be subject to review by the public.

All SOQs submitted in response to this RFQ become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 7920 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 7922 through 7929.

A declaration cover letter should be provided with the Vendor's proposal containing a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 7922 through 7929 and whether or not Vendor considers such information to be confidential. The declaration cover letter must identify (a) the specific information claimed to be exempt, (b) the CPRA exemption(s) relied upon, and (c) the factual and legal basis supporting the claim for exemption.

In the absence of a declaration cover letter, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such information is not exempt from disclosure.

- D. Any SOQ received before the due date and time specified above may be withdrawn or modified by the prime Contractor. To be considered, however, the modified SOQs must be received by the time and date specified above.
- E. The City shall not be liable for any costs incurred in the preparation of the SOQ to this request, or to procure or contract for services or supplies. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City, its officers, directors, officials, agents, and employees harmless from any and all liability, claim, and expenses whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City.
- F. The City reserves the right to accept or reject any or all SOQs received as a result of this request without notice, to negotiate with any qualified source, or to cancel

in part or entirely this Request for Qualifications, if it is in the best interests of the City to do so. The City shall not be obligated to contract any of the requested services to the retained Contractor. The City also reserves the right to reject any sub-contractor or individual working on a contractor team and to replace the sub-contractor or individual with a mutually acceptable replacement.

- G. The selected lead Contractor will be required to assume responsibility for all services offered in the SOQ whether or not they possess them within their organization. The selected lead contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- H. The selected Contractor shall certify by a properly executed affidavit that they will perform no work for the City that may give the appearance of conflict of interest without written permission from the City.
- I. The contractor(s) selected shall notify the City of any possible conflict of interest prior to performing work requested by the City. A conflict of interest may include, but is not limited to, having a financial interest in any projects where services are requested or consulting or performing work for the developers, investors, engineers, Consultants, or suppliers of projects where services are requested.
- J. The City has the option to rescind and void the contract in the event that the selected contractor fails to properly notify the City of a possible conflict of interest.
- K. The City may require the Contractor to perform services in addition to those identified in the defined Scope of Services. If the additional services are within the scope of services offered by the Contractor, then the Contractor shall perform these additional services on a time and materials basis, unless a separate fixed fee is otherwise agreed upon.

A sample contract has been provided as Attachment A for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the contract, these should be identified specifically in the SOQ; otherwise, it will be assumed that the proposer is willing to enter into the contract as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFQ, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the SOQ. The contract will not be executed by the City without first being signed by the proposer.

V. SUBMISSION OF STATEMENT OF QUALIFICATIONS

Statement of Qualifications shall be submitted through PlanetBids no later than 5:00 PM on Monday, July 20, 2026, Pacific Standard Time (PST).

The estimated schedule for the selection process is as follows:

June 12 , 2026	Advertise Date
June 29, 2026 (by 12:00 PM).....	Q&A Closes
July 20, 2026 (by 5:00 PM)	SOQs Due
August 14, 2026 (by 12:00 PM)	Highest-ranking contractor(s) notified
September	Council Award

A cover letter shall be included in the submittal.

The cover letter shall summarize why the Contractor believes he/she/it is the most qualified.

The SOQ shall list individual's name and address for the Contractor to whom correspondence can be sent. Also, include FAX numbers, and e-mail address if available.

It is important that the Contractor address all items presented in this Request for Qualifications, as well as provide any additional information that may be pertinent in the preliminary evaluation of Contractor SOQs. It is not necessary to submit affidavits, certificates, or proof of insurance coverage with the SOQ, but this information may be submitted if desired.

Contractor must acknowledge all addendums issued before submitting the SOQ in order to be considered responsive.

VI. CONTRACTOR SELECTION

A Contractor selection committee will rank the responding Contractors and develop a list of qualified Contractors. Negotiations begin with the most qualified Contractor(s).

A. Nominating and Selection Process

The City's Nominating and Selection Process is based on the policies, procedures and guidelines contained in Chula Vista Municipal Code 2.56.110 et. seq.

B. Selection Committee

The Selection Committee (Committee) will be established for this SOQ and will consist of City Staff and may include Consultants to the City.

C. Evaluation Criteria

The Panel will review all SOQs received. Based on the Contractor's SOQs the Panel will select a Contractor(s).

The City has developed an objective evaluation criterion to assist in the evaluation and selection of a Contractor(s). A sample evaluation matrix is included as Attachment B to this document.

D. Authorization to Negotiate

The Responsible Department Head (RDH) or their designee will enter into negotiations with the selected Contractor(s). Negotiations will cover the final scope of work, contract schedule, contract terms and conditions, technical specifications, general conditions, and fees. If agreement cannot be reached with one or more of the top-ranked Contractor(s), negotiations will be terminated. The City, at its sole discretion, may then initiate negotiations with the next-ranked Contractor(s). The RDH or their designee has final authority to terminate negotiations and proceed to the next-ranked Contractor.

E. Recommendation for Approval

After negotiating a proposed agreement that is fair and reasonable, the negotiating team will recommend to the City Manager that the City enter into the proposed agreement(s). The City Manager will make the final recommendation to City Council concerning the proposed agreement(s). The City Council has the final authority to approve the agreement.

VII. SCHEDULE OF WORK

The work identified in Section II, Scope of Services shall commence upon City Council approval of the agreement on an on-call basis.

Any questions regarding this Request for Qualifications, please submit them via PlanetBids by 12:00 PM, June 29, 2026. Please contact PlanetBids at 1-818-992-1771 for any technical questions concerning uploading and submitting your proposal. For procedural questions, you may contact Victor De La Cruz, Procurement Services Analyst, vdelacruz@chulavistaca.gov.

Please note that Responses to RFQ inquiries, unless incorporated into formal addenda to the contract, are not a part of the contract, and are provided for the Contractor's convenience only. The availability or use of information provided in the responses to RFQ inquiries is not to be construed in any way as a waiver of the provisions of the "Request for Qualifications for On-Call Services" or any other provision of the contract, or special provisions, nor to excuse the Contractor from full compliance with those contract requirements. Contractors are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

It is the Contractor's responsibility to carefully review the attached sample 2-party agreement (Attachment A) and to acknowledge that by submitting a SOQ for this RFQ that he or she concurs with the standard terms of the attached sample 2-party agreement.

Responses to the contractor's inquiries will be updated continuously and all attempts will be made to do the final posting by 5:00 PM on Monday July 6, 2026. Inquiries submitted after 12:00 PM, June 29, 2026, will not be answered. It is the contractor's responsibility to check the PlanetBids for posted responses. No further notice will be given with posted notices. Responses to RFQ inquiries will be posted on PlanetBids by the due date and time listed above.

Attachment A
SAMPLE CONTRACT:

CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH INSERT CONSULTANT NAME
TO PROVIDE [SERVICES TO BE PROVIDED]

This Agreement is entered into effective as of Enter Date (“Effective Date”)^[1] by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **Insert Consultant Name**, Entity Type (e.g. A California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, Enter Recitals To Describe Basis For Service – See example below ^[2]; and
WHEREAS, Enter Recitals To Describe Contractor/Service Provider Selection Process – See example below ^[3]; and

Enter Additional Recitals As Needed Or Delete This Line

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and

Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 5 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City’s information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement,

Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate, subject to Sections 6.1 and 6.2 of this Agreement, when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s)

provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using

ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor/Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall timely and fully protect, defend, reimburse, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, and with counsel approved in writing by City, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree

that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs and fees City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

- 5.3 Levine Act. California Government Code section 84308, commonly known as the Levine Act, prohibits public agency officers from participating in any action related to a contract if such officer receives political contributions totaling more than \$500 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit D, incorporated into the Agreement by this reference.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California. Contractor/Service Provider hereby waives any right to remove any action from San Diego County as may otherwise be permitted by California Code of Civil Procedure section 394.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to

any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

INSERT CONSULTANT NAME	CITY OF CHULA VISTA
BY: _____	BY: _____
Enter name of signatory	Choose a signatory.
Enter title of signatory	Choose the signatory's title.

ATTEST^[4]

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____ Marco A. Verdugo
City Attorney

EXHIBIT A SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Enter City Staff Person Name

Enter Mailing Address

Enter Phone Number

Enter Email Address

For Legal Notice Copy to:

City of Chula Vista

City Attorney

276 Fourth Avenue, Chula Vista, CA 91910

619-691-5037

CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

Insert Consultant Name

Enter Mailing Address

Enter Phone Number

Enter Email Address

For Legal Notice Copy to:

Enter Contractor/Service Provider Staff Person Name

Enter Mailing Address

Enter Phone Number

Enter Email Address

2. Required Services

A. General Description:

Enter Summary Of Work To Be Performed (e.g. Contractor/Service Provider XYZ Will Provide Customer Service Trainings To City Staff)

B. Detailed Description:

Enter Detailed Information About Each Task To Be Performed, Including Task Description, Associated Deliverables, And Completion Date. May Be Written As Narrative Or Table, As Illustrated Below. Delete Table If Not Used.

Task	Description	Deliverables	Completion Date
1	Example: Conduct trainings for City staff	Provide copy of training materials, sign-in sheet and list of agreed-upon next steps	
2	Enter Additional Lines For Tasks As Needed; Delete Excess Lines		
3			
4			

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin Enter Date and end on Enter Date for completion of all Required Services.

☐ Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below:

Enter Applicable Hourly Rates

B. Reimbursement of Costs

☐ None, the compensation includes all costs

OR

☐ Invoiced or agreed-upon amounts as follows:

Enter or Attach and Reference Any Agreed-Upon Cost Reimbursements

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through Enter End of Contract Date shall not exceed Enter Amount.

5. Special Provisions: CHECK ANY THAT APPLY OR SELECT “NONE,” AND DELETE ALL INSTRUCTIONS.

☐ Permitted Sub-Contractor/Service Providers: List Permitted Sub-Contractor/Service Providers or Indicate “None”

☐ Security for Performance: See City Attorney or Indicate “None” if Not Applicable

☐ Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date. if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Contractor/Service Provider of the City’s election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

☐ Other: Describe Special Provisions (Delete Line If Not Applicable)

☐ None

**EXHIBIT B
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit	Insurance Services Office Form CG 00 01

		is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	<i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"

EXHIBIT C

CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act^[5] and the Chula Vista Conflict of Interest Code^[6] ("Code") require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.^[7]

☐ A. Contractor/Service Provider will not exert influence over the official or contracting decisions of City and is therefore EXCLUDED^[8] from disclosure.

☐ B. Contractor/Service Provider **WILL** exert influence over the official or contracting decisions of City and their disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – If individuals have different disclosure requirements, duplicate this row and complete separately for each individual	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (select one or more of the categories under which the Contractor shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Enter City Staff Person’s Name

EXHIBIT D CONSULTANT LEVINE ACT DISCLOSURE

California Government Code section 84308, commonly referred to as the Levine Act, prohibits any City of Chula Vista Officer^[9] (“Officer”) from taking part in decisions related to a contract if

the Officer received a political contribution totaling more than \$500 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. The Levine Act does not apply to competitively bid, labor, or personal employment contracts; contracts valued at under \$50,000; contracts where no party receives financial compensation; or contracts between two or more agencies.

- ☐ A. The Levine Act (Govt. Code §84308) DOES NOT apply to this Agreement.
- ☐ B. The Levine Act (Govt. Code §84308) does apply to this Agreement and the required disclosure is as follows:

Current Officers can be located on the City of Chula Vista's websites below:

- Mayor & Council - <https://www.chulavistaca.gov/departments/mayor-council>
- City Attorney - <https://www.chulavistaca.gov/departments/city-attorney/about-us>
- Planning Commissioners – www.chulavistaca.gov/pc
- Candidate for Elected Office – www.chulavistaca.gov/elections

1. Have you or your company, or any agent on behalf of you or your company, made political contributions totaling more than \$500 to any Officer in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement?

YES: ☐ If yes, which Officer(s): Click or tap here to enter text.

NO: ☐

2. Do you or your company, or any agent on behalf of you or your company, anticipate or plan to make political contributions totaling more than \$500 to any Officer in the 12 months following the finalization of this Agreement or any Council action related to this Agreement?

YES: ☐ If yes, which Officer(s): Click or tap here to enter text.

NO: ☐

Answering yes to either question above may not preclude the City of Chula Vista from entering into or taking any subsequent action related to the Agreement. However, it may preclude the identified Officer(s) from participating in any actions related to the Agreement.

City of Chula Vista Request for Qualifications #RFQ Q54-2026

As-Needed Encampment Abatement and General Clean-Up Services

[1] If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Contractor's work commences.

[2] For example: "WHEREAS, City requires _____ [e.g., landscape maintenance] services in order to _____ [e.g., maintain the public park];" and

[3] For example: "WHEREAS, In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section _____ [2.56.080 for contracts exceeding \$100,000; 2.56.090 for contracts of \$100,000 or less; 2.56.110 for "professional services" e.g., architects, lawyers, engineers, environmental], received ___ proposals, and selected Consultant as the most qualified amongst those submitting; and"
[OR, if the project was sole-sourced]

"WHEREAS, In order to procure these services Contractor was chosen based on Contractor's unique qualifications, including _____; on this basis, Contractor was awarded the contract on a "sole source" basis under the authority of Chula Vista Municipal Code Section _____ [2.56.070.B.4. for contracts approved by City Council; 2.56.090.B.3. for contracts approved at a staff level]."

[OR, if an alternative procurement process is used]

"WHEREAS, In order to procure these services Contractor was chosen _____."

Consult with the City Attorney's Office if none of these apply

[4] Attestation signature only required if the Mayor signs the Agreement. If Mayor is not signing agreement, delete entire attestation signature block.

[5] Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

[6] Chula Vista Municipal Code §§2.02.010-2.02.040.

[7] Cal. Gov. Code §§53234, *et seq.*

[8] CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an "individual" who participates in making a governmental decision; "individual" does not include corporation or limited liability company).

[9] "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. [GC § 84308](#)

Attachment B

EVALUATION AND SELECTION CRITERIA

Statements of Qualifications will be ranked according to the criteria described below:

1. Addenda to this RFQ – Pass / Fail

The proposer shall acknowledge any addendum issued in connection with this RFQ, by including signed addenda with the submitted Statements of Qualifications. Failure to acknowledge all issued addenda may result in the Proposal being considered non-responsive and ineligible for further consideration.

2. Certification – Request for Qualifications and Proposals – Pass / Fail

The proposer shall include signed Certification – Request for Qualifications and Proposals form with submitted Statements of Qualifications. Failure to include signed Certification – Request for Qualifications and Proposals form may result in the Proposal being considered non-responsive and ineligible for further consideration.

3. Project Management Team (15%)

- Resumes of staff personnel including contract company owner(s), project manager, and support staff such as field supervisors/superintendents, certified payroll specialists and accounts payable manager.

4. Ability to Provide Services (30%)

- Staff availability
- Proximity to Chula Vista

5. Fee Proposals (30%)

6. References (25%)

- Previous work with public agencies
- Previous work with clients other than public agencies

TOTAL: 100%

Attachment C

CERTIFICATION REQUEST FOR QUALIFICATIONS AND PROPOSALS

I certify that I have read this Request for Qualifications and Proposals for “Request for Qualifications for As-Needed Encampment Clean Up & Abatement Services” and the instructions for submitting a Statement of Qualifications and Proposal. I further certify that I must submit the firm’s Proposal in response to this request and that I am authorized to commit the firm to the Proposal submitted.

Signature

Typed or Printed Name

Title

Company

Telephone

Address

Fax

Address

Date

If you are submitting a Proposal as a corporation, please provide your corporate seal here: