



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Quotation No. 9927-10-G

REQUEST FOR QUOTATION

Closing Date: **October 23, 2009**
@ 5:00 pm P.S.T.

Subject: Furnish the City of San Diego with Bike Racks as per specifications

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

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

E-Mail _____

**SUBMITTED BIDS MUST HAVE AN ORIGINAL
SIGNATURE.**

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

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

State delivery time required: _____ days after receipt of order.

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

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

FOR FURTHER INFORMATION CONCERNING THIS QUOTATION, PLEASE CONTACT:

PAM GLOVER/ylk, Procurement Specialist

Phone: (619) 236-5554

Fax: (619) 533-3234

E-mail: MGlover@sandiego.gov

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I. PRICING PAGE**BIKE RACK**

Est. Annual Qty.	U/M	Description	Manufacturer	Model No.	Unit Cost	Extension
150	EA	Compact Inverted U Bicycle Parking Rack, postLeMond #S4HU or equal. Unit cost to include delivery, anti-graffiti coating application, and City of San Diego logo and placement of logo onto racks ordered. Hardware to be included: theft proof bolts (6 per rack, ½”).			\$	\$

II. SPECIFIC PROVISIONS

It is the intent of the specifications to call for finished work, ready for installation by City Staff. Any incidental accessories necessary to complete the work, even if not particularly specified, shall be furnished and delivered without additional cost to the City.

A. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

B. SUBMITTALS

1. BID SUBMITTAL

Quotes may be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The quote number and closing date/time must be referenced on the outside of the envelope (lower left corner). Quotes must be received by the Purchasing & Contracting Department prior to 5:00 p.m. on due date. Quotes may be faxed.

2. SUBMITTALS REQUIRED WITH BID

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

- a. Contractor/Vendor Registration (use form on pages 9-11).
- b. Contractor Standards Pledge of Compliance (use form on pages 20-24).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

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

- a. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- b. Business Tax License as specified in Section II, paragraph H, if not currently on file.

C. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____ %

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

D. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

E. DELIVERIES

1. Contractor shall make deliveries to:
Traffic Section, 2781 Caminito Chollas, San Diego CA 92105
2. Prices for all items associated with this contract are to be FOB destination.
3. Delivery shall be made within 4-6 weeks of the order being placed.
4. Delivery must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the individual accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers.

F. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

G. GENERAL PROVISIONS

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

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

H. BUSINESS TAX LICENSE

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

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

I. CONTRACTOR STANDARDS

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

III. SPECIFICATIONS

A. CITY CONTACT MANAGER

The City's Contract Manager will be Marko Radovanovic, Assistant Civil Engineer, City of San Diego Transportation Engineering, 1010 Second Ave, 9th Floor, MS 608, San Diego, CA 92101. Email address is MRadovanovic@sandiego.gov and phone number is (619) 533-3651.

B. DRUG-FREE WORKPLACE

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this agreement by this reference.

C. ADA CERTIFICATION

The Contractor hereby certifies that it agrees to comply with the City's Americans with Disabilities Act Compliance/City Contracts Requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this agreement by this reference.

D. NON-DISCRIMINATION REQUIREMENTS

Compliance with the City's Equal Opportunity Contracting Program. The contractor shall comply with the City's Equal Opportunity Contracting Program Contractor Requirements. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its subcontractors comply with the city's equal opportunity contracting program Contractor requirements. Nothing in this section shall be interpreted to hold the Contractor liable for any discriminatory practice of its subcontractors.

E. NON-DISCRIMINATION ORDINANCE

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any subcontractors, vendors and suppliers.

F. COMPLIANCE INVESTIGATIONS.

Upon the city's request, the Contractor agrees to provide to the city, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Contractor has used in the past five years on any of its contracts that were undertaken within San Diego county, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the city pursuant to the city's nondiscrimination in contracting ordinance [San Diego Municipal Code Sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the nondiscrimination in contracting ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the nondiscrimination ordinance apply only to violations of said nondiscrimination ordinance.

G. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (see pages 12-16).



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

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

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

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

Mailing Address:

City:

State:

Zip:

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

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	☐ Male	or	☐ Sole Proprietorship
	☐ Female		☐ Partnership
		☐ Corporation	
		☐ Limited Liability Partnership	
		☐ Limited Liability Corporation	
		☐ Joint Venture	
		☐ Non-Profit	
	☐ Governmental/Municipality/Regulatory Agency		
	☐ Utility		

Ethnicity:

Ethnicity:

*

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

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

Ownership Classification

Classification:

*

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

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/236-5904



The City of San Diego

Expectations of Ethical Business Conduct

(Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. ***Provide Contracting Excellence*** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. ***Employ Good Business Practices*** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - ***Equal Employment Opportunity Contracting*** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, Contractors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [The City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Contractor Information" web page - <http://www.sandiego.gov/purchasing/Contractor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.

- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.
- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, Contractor or manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
- Companies, contractors or Contractors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, The City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

<i>Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.</i>

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY BIDDERS REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.

- (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
BIDDER'S CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for bids, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☐ No

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

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

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

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

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

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

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

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: ____/____/____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☐ No

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

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☐ No

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

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ Yes ☐ No

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

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☐ No

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☐ No

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☐ No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☐ No

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

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

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

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

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

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

Print Name, Title

Signature

Date

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

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

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

Attachment

Bicycle Rack Diagram

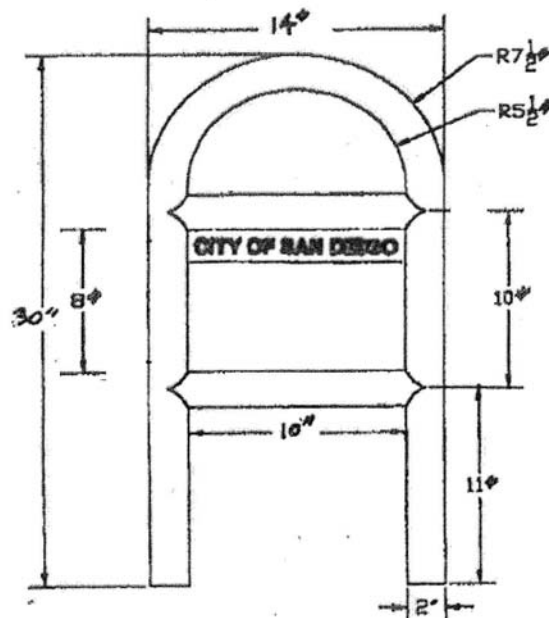
Material: 1/8" gauge, 2" diameter carbon steel tubing containing four (4) 63/4" X 1" jet cut locking slots.

Finish: Anti-corrosive under coat with a powder coated outer coat in the City of San Diego blue, Pan Tone #280 with graffiti resistant finish.

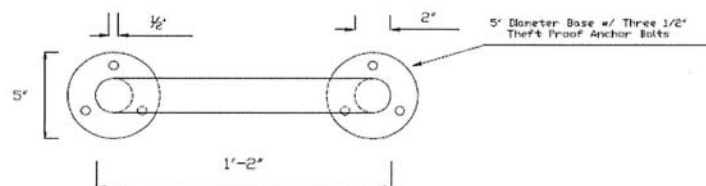
Dimensions: 30" high, 14" wide, 10" between posts.

Logo: 1/8" gauge metal plate with a bicycle silhouette and the letters "City of San Diego" jet cut in and attached by welded bead just below the lower cross piece.

COMPACT INVERTED U BICYCLE PARKING RACK



Elevation View



Plan View