



REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 9571-09-T-RFP

CLOSING DATE AND TIME: February 18, 2009 @ 4:00 p.m., PST

SUBJECT: Furnish the City of San Diego with
Electronics - Marketing Partnership Opportunity

TIMELINE: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications

SUBMITTAL LOCATION: Purchasing & Contracting Department
Civic Center Plaza Building
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

PRE-PROPOSAL CONFERENCE AND SITE INSPECTION: None

LICENSE(S) REQUIRED: None

FOR FURTHER INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL, PLEASE CONTACT:

THOMAS ROY, CPPB/bl9, Principal Procurement Specialist

Phone: (619) 236-6158

Fax: (619) 533-3227

E-mail: Troy@sandiego.gov

Electronics - Marketing Partnership Opportunity

COVER PAGE

TO THE CITY OF SAN DIEGO:

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:

BEST VALUE • SERVICE • HEART • INNOVATION

Company _____ Name _____ [PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

City _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

E-Mail _____

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

If Yes, under what Permit # _____

City of San Diego Business Tax License #: _____

Title _____

SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.

Signature _____

Date _____

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

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

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

- 1) **Proposal must be submitted on official City proposal forms.**
- 2) **All information on this Offer and Acceptance page must be completed.**
- 3) **This Offer and Acceptance page must be signed with an original signature.**
- 4) **Proposal must be submitted on or before the exact closing date and time. Proposal 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.**
- 5) **Proposal must be submitted on or before the exact closing date and time. Proposal 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.**

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I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The City of San Diego hereinafter referred to as (City) purchases a plethora of electronic equipment, commodities and supplies (Electronics) including but not necessarily limited to various brands of TVs and Videos, Audio, Cameras and Camcorders and Computer Software and Accessories for City business use. Computers, Monitors/Displays and Printers are excluded. In an effort to optimize the economies of scale the City desires to establish a comprehensive contract for brand name electronics. Purchases for the last two fiscal years for all commodities and supplies City-wide were approximately \$850 million. The City estimates that purchases for electronics could potentially be approximately \$775,000 for the first contract period. Future City purchases should remain constant. Through this contract the City believes it may be able to reduce its administrative and overhead costs.

Interested parties who have successfully demonstrated an ability to provide Electronics, preferably for a city or public agency, of similar size and scope and have a demonstrated record of success are invited to submit a response to this Request for Proposal (RFP).

B. SCOPE OF WORK

The scope of work includes furnishing of new, latest state-of-the-art technology of Electronics, on an as needed basis, including but not necessarily limited to TVs and Video, Audio, Cameras and Camcorders and Computer Software and Accessories. It is desirable that Proposers provide a Marketing Partnership and City Web-Based On-Line Electronic Catalog, Ordering and Delivery System (Online Ordering). However, offering the Marketing Partnership and Online Ordering should not affect the most favorable prices offered to the City for Electronic purchases. The term of the contract is two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

See Section II, Specifications for the requirements.

C. OBJECTIVE

The objective of this RFP is to make an award to a Proposer that can provide the best overall value to the City considering the specifications and requirements in this RFP.

D. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. Must or shall: Used throughout this RFP to indicate mandatory requirements.
2. BAFO: Best and Final Offer (Billing Rates).

3. Contract Administrator: Successful Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.

II. SPECIFICATIONS

A. INTRODUCTION

The successful Proposer will be required to provide a full range of stock, non-stock/special order Electronics, for City business use, which will be ordered by various Departments on an as needed basis. There are no guarantees of any minimum or maximum orders. Multiple payment methods may be utilized by the City. The City reserves the right to purchase Electronic items as a result of this RFP and any other items, from any other source; this is not an exclusive contract.

B. ELECTRONICS

1. Proposer shall furnish Electronics that are new and latest state-of-the-art product technology. A full range of products and brand names shall be offered with a local distribution network. However, the City reserves the unilateral right to approve all items for sale to the City; some items may be restricted from being ordered by City Departments.
2. Proposer shall provide Electronic products that are approved by Underwriters Laboratory (UL) and in accordance with all Federal, State, County and Municipal requirements.
3. Proposer shall provide Electronics that are energy efficient, green and recycled material content where applicable.
4. Proposer shall ensure that Electronics are available when needed by the City.
5. Proposer shall provide yellow and black EnergyGuide Labels for Electronics.

C. COMPUTER SOFTWARE AND ACCESSORIES

1. Proposer shall furnish Computer Software and Accessories that meet City standards, as detailed in Attachment D. The City reserves the unilateral right to approve all items for sale to the City, and some items may be restricted from being ordered by City Departments. The City generally reviews and updates its software standards annually, and will provide updates to the successful Proposer as they become available, over the term of the agreement.
2. Proposer shall ensure that all Computer Software includes valid Original Equipment Manufacturer (OEM) licensing and warranty agreements that are provided to the City upon purchase. Software purchases may include license only, media only or license and media. Proposer shall provide to the City, on a monthly basis, proof of purchase for software licenses for all transactions in that month. Proposer agrees to assist the City in providing auditable records and other evidence of software licensing sufficient to document all software sold to City Departments.

3. Proposer shall furnish the City with information, as requested, on new software releases at no cost to the City, if offered at no charge by the Software Publisher.

D. ORDERING, DELIVERY AND CUSTOMER SERVICE

1. Proposer shall provide a local customer service operation to the City, dedicated representative(s), live voice, accepting telephone orders with access to local numbers 619,858 and 760 or a toll free number during the hours of 8:00 a.m. through 5:00 p.m. Pacific Time Zone, Monday through Friday, excluding City holidays. The City's Holiday List is posted at <http://www.sandiego.gov/press/holiday.pdf>.
2. Proposer shall not require minimum orders for City purchases.
3. Proposer shall make delivery of Electronics, whether over the telephone and on-line within forty-eight (48) hours or less for stock items and seventy-two (72) hours for non-stock/special order items. If a delivery day falls on a weekend or City holiday, the Proposer shall make delivery on the following City workday.
4. Proposal shall deliver Electronics at no charge to the City, F.O.B. Destination, and any location within the County of San Diego.
5. Proposer shall provide store pickup of Electronics by the City. Proposer shall provide drop shipments when requested by the City. Rain checks shall be provided to the City when advertised Electronics are out of stock with the exception of products sold online.
6. Proposer shall provide easy methods and procedures for placing orders, checking order status and history, change/cancel orders, reconciliation, non stock/special order, returned items, sales promotions and rebates.
7. Proposer shall only ship back orders with the approval of the City. Backorders are generally not acceptable.
8. Proposer shall stay abreast of new developments and products and train staff in merchandizing techniques. Staff shall be resourceful, demonstrate good judgment, self confident and possess good communication skills.
9. Proposer shall be familiar with the merchandise they sell providing technical expertise and acceptable customer service.
10. Computer Software may only be purchased by designated City staff, specifically authorized by their respective City Departments. The City will provide the successful Proposer with the list of Authorized Software Purchasers and Approvers, and provide updates as they become available, at least quarterly.

E. WARRANTY AND NON WARRANTY SERVICE

1. Proposer shall provide manufacturer's warranty on all Electronics sold to the City where applicable.
2. Proposer shall be diligent in providing the City with product recall information.
3. Proposer should provide extended warranty and performance plans for non warranty service.

F. PACKAGING AND MARKING

Electronics ordered shall be packaged, marked, and delivered to the authorized delivery point with a packing list as specified by the City.

G. INVOICING

The Proposer shall submit itemized invoices for each Department and delivery. Invoices at a minimum shall include items ordered and quantity, manufacturer's prevailing (most current) published price and discount per item, delivery location and purchase order number.

H. ONLINE ORDERING

It is desirable that Proposers provide Online Ordering, Internet address, City web-based on-line electronic catalog, ordering and delivery system (System). Demonstrated experience in comparable E-Commerce capabilities is required. The System shall be at no cost to the City and should not affect the most favorable prices offered to the City for Electronic purchases. It is the expectation of the City that the investment upfront by the successful Proposer will be realized in the profit from the sale of the Electronics to the City over the term of the contract. The City reserves the right to review the System in its entirety prior to award of the contract and at any time after award, to review approved items and restrict items from purchase by City Departments. The System must be Americans with Disability Act (ADA) compliant.

The system shall be turn-key, safe, secure and private in accordance with California Privacy Rights to include initial and ongoing website design, development, testing and delivery and related software, maintenance and support, including upgrades and updates, hardware, customer support, training, management, personnel and labor and training necessary to support the system, including bar codes, and electronic invoicing.

The City's Internal Controls require that all orders/purchases be approved by someone other than the purchaser (person placing an order). The System should provide the capability to indicate the names of both the purchaser and approver on each order. The System should also provide the capability to send an automated Email message to a designated approver once an order is placed by a purchaser, with a URL link in the Email message that allows the approver to access and approve the specific order online.

The System, at a minimum shall provide the following:

1. Web-based catalog;

Ideally, the catalog should only contain items approved for City purchases and exclude those items the City has designated that City Departments may not order.

2. Contract pricing available on-line, (City extranets), the most recent Manufacturer's published list price shall be available and the contract discount for each item;
3. Order status and tracking capabilities including the ability for an order approver to check any pending orders awaiting their approval;
4. Order history by cost center;
5. Product availability;
6. Product technical data and
7. On-line help.

I. REPORTS

The following management reports shall be provided for Citywide and Departmental purchases: usage reports, order fill rate, backorders, ordering trends, customer services logs, credit and returns and non-stock/special order items. Reports to the City may be required to be customized.

J. CITYWIDE PURCHASE ORDER

The City of San Diego may issue a City-Wide Purchase Order. The terms and conditions for the use of the City-Wide Purchase Order will be as follows:

1. To authorize delivery, the Contractor will be given a number from the Blanket/Open Purchase Requisition and Invoice Form, PA2610.
2. To receive payment, Contractors are required to submit invoices to Central Stores Administration at 8835 Balboa Avenue, San Diego, CA 92123, referencing the City-Wide Purchase Order number and the PA2610 number.

K. CREDIT CARDS

The City utilizes the VISA Card, US Bank, State of California. The Proposer may be required to accept the City's credit card for payment of City/business purchases of Electronics. Itemized statements for each Department and delivery may be required. Statements at a minimum should include items ordered and quantity, list price and discount per item and delivery location.

L. ELECTRONIC INVOICES FOR INTERNET ORDERING

Proposer may be required to provide electronic invoicing for internet ordering for Departments submitting online orders.

M. COMPANY ORGANIZATION, STAFFING PROFILE AND RESUMES

Proposer shall provide a company/corporation organization chart and dedicated staffing profile including years of tenure for staff that will be responsible for the City's account. Resumes shall be provided for key personnel including but not limited to project managers and account representatives who will be assigned and dedicated to the City's account. The Proposer shall provide the names of the assigned project managers and account representatives, which shall be single points of contact and shall not change the individuals without the prior approval of the City. The Proposer shall provide project managers and account representatives who have a minimum of three (3) years prior experience in accounts of similar type, size, and scope. The Proposer shall clearly define what responsibilities these individuals will be charged with relative to this RFP. Additionally, the Proposer shall include a list of retail locations in San Diego County and the hours of operation.

N. REFERENCES

Proposer shall provide references as specified below. The City will use references/past performance in the evaluation of this RFP.

Proposer shall provide a minimum of three (3) references, within the last three (3) years for projects where Proposers performed similar work in size and scope to the City's requirements. Proposer shall list all references in accordance with the attached form, "Proposer's Statement of References."

The City reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors, to contact independent consulting firms for additional information about the Proposer or the Proposer's subcontractors, and to visit any or all of the reference sites for demonstrations.

O. PROPOSED IMPLEMENTATION PLAN

Proposer shall provide a contract implementation plan proposing procedural, operational steps; technical approach and milestones of how Proposer intends to provide the requirement within ninety (90) days after contract award.

P. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule at least one (1) meeting with City's Contract administrator to discuss performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

Q. POST AWARD CONTRACT KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer.

R. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the Contract and the incumbent Proposer in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

III. CORPORATE PARTNERSHIP PROGRAM

A. INTRODUCTION

This RFP is issued in conjunction with the City's Corporate Partnership Program (CPP). The CPP seeks opportunities for the City to generate revenue from partnerships with the corporate community. Proposers to this RFP are encouraged to consider furnishing the products and services in conjunction with a Marketing Partnership with the City. The Marketing Partnership should not affect the most favorable prices offered to the City for Electronic purchases.

The City defines a Marketing Partnership as a mutually beneficial business arrangement between the City and a third person, wherein the third person provides cash and/or in-kind services to the City in return for the commercial marketing potential associated with the City.

In June 1999, the City adopted a Strategic Marketing Plan that established the Corporate Partnership Program as a framework to develop resources for the City through partnerships with the corporate community.

In March 2000, the City adopted a Marketing Partnership Policy "to provide guidelines for developing and managing municipal marketing partnerships which ensure that all marketing partnerships support the City of San Diego's goals of service to the community and remain responsive to the public's needs and values."

B. CURRENT PARTNERSHIPS

Ten major Marketing Partnerships have been developed and implemented under the Corporate Partnership Program: A beverage vending partnership with The Pepsi Bottling Group; two wireless communications partnerships with Verizon Wireless; two public access defibrillation partnership with Cardiac Science; a vehicle partnership with General Motors; a vehicle partnership with McCune Chrysler-Jeep; two fire and rescue helicopter partnerships with Service Authority for Freeway Emergencies and Sunroad Community Foundation; and a credit union partnership with San Diego Metropolitan Credit Union. The total value of these Marketing Partnerships is over \$16 million. For a detailed description of these partnerships, please go the City's website at www.sandiego.gov. From the City's home page, click on "Department" then "Corporate Partnership Program" to reach the CPP home page.

C. PARTNERSHIP OPPORTUNITIES AND BENEFITS

A partial summary of potential partnership opportunities and benefits follow. This list is intended to be a starting point to give a potential Marketing Partner some initial ideas about the scope of the opportunities and benefits available as a Marketing Partner with the City. Examples of potential benefits may include, but are not limited to:

1. Designation as the “Official Partner of the City of San Diego” or a similar designation
2. Exclusively sponsored promotional events
3. Promotional presence at various established City events
4. Brand presence on the City's award winning website
5. City facilitated communications with the City’s 11,000 employees, 5,000 retirees and their families offering them your products and services
6. City facilitated mailings and/or other communications to the City’s 75,000+ permitted business owners offering them your products and services
7. Temporary kiosks at City facilities that offer information about your products and services

D. CONFIDENTIALITY AND OWNERSHIP OF PROPOSALS

All discussions between the City and a potential Marketing Partner, all materials exchanged between the parties and all proposals submitted will be held confidential to the full extent permitted by public agencies under California law.

E. EVALUATION CONSIDERATIONS

Each proposal will be evaluated based on its individual merits, whether it meets the general provisions contained in the City’s Marketing Partnership Policy and whether it is in the best interest of the City. The City reserves the right to reject any or all proposals, in whole or in part, and to negotiate with any company after proposals are received, if such action is deemed to be in the best interest of the City.

F. PARTNERSHIP APPROVAL PROCESS

After a proposal is accepted, the parties will develop a Marketing Partnership Agreement, which will reflect the terms and conditions of the Marketing Partnership. The Agreement will be consistent with all applicable City policies and ordinances, including the City’s Equal Opportunity Contracting Program and Non-Discrimination Ordinance. Marketing Partnership Agreements are subject to review and approval by the City Council.

G. STATEMENT OF INTEREST

If you are interested in discussing the potential for a Marketing Partnership with the City, you must submit a Statement of Interest as part of your proposal to this RFP. Your Statement of Interest is an indication that you are interested in meeting with representatives of the City to discuss the potential for a Marketing Partnership with the City.

The Statement of Interest can be limited to the following: “I am interested in discussing the potential for a Marketing Partnership between the City of San Diego and my company. Please contact me so that we can arrange for a meeting to discuss this in more detail.” You are encouraged, but not required, to include any preliminary ideas, suggestions, benefits desired, related sponsorships or other information regarding your company’s sponsorship experience at the time you submit your Statement of Interest.

Strong preference will be given by the City to Proposers offering participation in this program.

IV. PRICING SUBMITTAL

A. PRICE PROPOSAL PAGE – INSTRUCTIONS

Proposer shall submit their proposal for pricing on the following City's Price Proposal Pages. Using the enclosed Price Proposal Pages will help ensure consistency in the price evaluation. The Price Proposal Pages are to be completed in full and shall be incorporated herein. Any deviations from the Price Proposal Pages may be considered non-responsive and unacceptable. No other charges will be considered.

Proposers shall indicate the across the board percentage discount for all brands off the Manufacturers prevailing (most current) published price list that apply for each category of items. Proposer shall make available to the City Manufacturers prevailing (most current) published price lists and updates as needed. Proposer shall provide guaranteed pricing for purchases of City business Electronics. As new items become available in the designated product lines, they too will become part of the contract and will be subject to the same discount offered.

Evaluation of the price proposal will be based on discount(s) entered on the City's price pages, extended and totaled for all items for approximate dollars expended annually. Blanks on the price proposal pages will be interpreted as zero (0) and no discount will be allowed.

Prices quoted shall include all transportation and delivery charges fully prepaid by the Proposer, free on board (FOB) Destination to all City of San Diego locations within the County of San Diego. Fuel surcharges are not allowed. Multiple shipments and multiple locations may be required.

Proposer shall included in the price submittal, as an attachment to the Pricing Proposal Pages, their policy on quantity discounts for bulk items, price matching, sales promotions, rebates, non-stock/special order items, special handling charges such as overnight delivery and etc. However, this information will not be included in the award evaluation.

B. OPTION TO RENEW

The City reserves the option to renew the contract for three (3) additional one (1) year periods under the same terms, conditions and price proposal herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Proposer with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Proposer 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 Proposer 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.

V. PRICING PROPOSAL PAGES**CATEGORY I – Television and Video**

Category I includes Television, Video, Blu-ray, DVD players, Home Theater Systems, TiVO, Internet TV, Digital Tuners, Converters, DIRECTV, Digital Cable TV, GPS Navigation, Car Video, Stands, Furniture and Accessories.

Approximate dollars are listed below for informational and evaluation purposes and do not represent any guarantee of dollars to be expended during the term of this contract.

Television and Video	All Brands	Approximate Dollars Expended Annually: \$193,750.00	Discount %	Extended \$
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CATEGORY II - Audio

Category II includes iPod, MP3 Players, Audio Systems and Components, Home Theater Systems, Headphones, Speakers, Portable Audio, Boom boxes, CD Players, Radios, Cassette Players and Recorders, Digital Recorders and Accessories.

Audio	All Brands	Approximate Dollars Expended Annually: \$193,750.00	Discount %	Extended \$
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CATEGORY III – Cameras and Camcorders

Category III includes Digital Cameras, Camcorders, Memory Cards, Photo Quality Printers, Digital Photo Frames, Webcams, Binoculars and Optics and Accessories.

Cameras and Camcorders	All Brands	Approximate Dollars Expended Annually: \$193,750.00	Discount %	Extended \$
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CATEGORY IV – Computer Software and Accessories

Category IV includes Operating Software, Business Office Software, Graphics and Desktop Publishing Software, Photo and Video Software, Music and MP3 Software, Projectors and Screens Software and Accessories.

Computer Software and Accessories	All Publishers	Approximate Dollars Expended Annually: \$193,750.00	Discount %	Extended \$
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Total Extended Dollars for Categories I, II, III and IV:				\$
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OTHER/MISCELLANEAOUS ITEMS NOT COVERED IN CATEGORIES I THROUGH IV.**DISCOUNT OFF MANUFACTURER’S PREVAILING PUBLISHED PRICE LIST**

The City desires to purchase other/miscellaneous products not covered in Categories I through IV throughout the term of this contract. The most current manufacturer’s price list will be used to determine pricing during the contract period. Bidder shall indicate below the percentage discount off the Manufacturer’s prevailing (most current) published price list at time of order. This information will not be considered in the award evaluation.

Manufacturer	Product / All Brands	Discount off Manufacturer List Price
		%
		%
		%
		%

VI. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this Request for Proposal, (RFP) from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their name and mailing address in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 5:00 p.m. Pacific Daylight Time on February 2, 2009, requests should contain the following: “QUESTIONS: 9571-09-T-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Proposers must e-mail Thomas Roy at Troy@sandiego.gov. It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:
 - a. Submitted in the format set forth herein;
 - b. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address);
 - c. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
 - d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);

- e. Separated into Technical and Price Proposal Volumes; and
- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

E. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

F. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

G. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below.

Consultants are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Consultants of responsibility to perform the contract.

Proposers must submit one (1) original, and four (4) copies of the Technical Volume plus one (1) original, and four (4) copies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

1. Volume I – Technical Proposal

a. Executive Summary

The Executive Summary shall contain a brief narrative or synopsis summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section II, Specifications

All items specified in Section II, "Specifications" must be addressed in the technical Proposal. Consultants must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in Section II of the RFP. Consultants shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Consultants must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Consultants shall state their understanding and compliance. Additionally, Consultants must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Consultants should also include any other information they feel may be of benefit to the City.

c. Additional Submittals/Forms

- (1) Consultant's Statement of References (as specified in Section II, Paragraph N; use form on page 33).
- (2) Consultant's Statement of Subcontractors (as specified in Section II, Paragraph N, item 14; use form on page 34).
- (3) Contractor Standards Questionnaire (as specified in Section II, Paragraph N; use form on pages 38-42).

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume. Failure to provide the required responses and/or submittals with the proposal may be cause for the proposal to be rejected as non-responsive and unacceptable.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

b. Price Proposal Page

Proposers shall submit pricing Proposals on the City's Price Proposal page, unless otherwise stated in this RFP.

c. Additional Price Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section VI, paragraph L (use form on page 35).
- (2) Vendor Registration Form (use form on pages 36-37).
- (3) Contractor Certification Regarding Drug-Free Workplace Compliance (use form on pages 43-45).
- (4) Work Force Report (as specified in Attachment B; use form on pages 48-49).
- (5) SubContractors list (if applicable, as specified in Attachment B; use form on pages 48).

H. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Upon provisional award, the selected Consultant(s) will be required to provide additional submittals as referenced below. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive. Required submittals include:

1. Insurance requirements as specified in Section VII, paragraph C, if not currently on file.
2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.

3. Business Tax License as specified in Section VII, paragraph K, if not currently on file.

I. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

J. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

K. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Technical Evaluation Committee for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance.

1. Qualifications and Experience
2. Executive Summary and Specifications;
3. Past performance as indicated by references and
4. Optional Interview and establishment of rapport with key personnel

5. Marketing Partnership and Online Ordering

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

L. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms Section (use form on page 35). This document will be used in determining the Proposers' financial responsibility.

Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposers' financial responsibility.

M. ORAL PRESENTATIONS (CITY'S OPTION)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is also to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services.

Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

N. DISCUSSION/NEGOTIATION (CITY'S OPTION)

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may, be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

O. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

P. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

Q. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Consultant(s) who's Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

Award will be based upon the Proposer's interest in entering into a Marketing Partnership with the City and/or other Agencies in conjunction with the City's Corporate Partnership Program and, if so, the overall financial package offered. Award will also be based upon the appropriateness of the respondent's compatibility as a Marketing Partner of the City and/or other Agencies.

Award of this contract will be in accordance with any applicable internal City approval requirements.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

VII. SPECIFIC PROVISIONS

A. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer and Memorandum of Agreement is fully executed by all signatories, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

The Contract will be deemed to incorporate the City's Request for Proposal, the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and price volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference, which will be memorialized on a Memorandum of Agreement form (See Attachment A). Collectively, these documents will be known as "the Contract Documents" and will constitute the entire agreement between the parties. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) The RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

B. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract.

C. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled. At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Proposer's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the City. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet City requirements.

The following coverage shall be required:

1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.) per occurrence and one million dollars (\$1,000,000.) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the City. In addition, the City, its elected officials, officers, employees, agents and representatives shall be named as additional insured's pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
2. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

The policy or policies providing liability shall be primary and non-contributory to any insurance that may be carried by the City of San Diego, as reflected in an endorsement which shall be submitted to City.

Any deductibles or self-insured retentions are the sole responsibility of the Proposer and any deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000.) shall be disclosed to and acceptable to the City.

D. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal 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 Proposal submittal, the 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 Proposal.

E. EXCEPTIONS

If a Consultant takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

F. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

G. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the Purchasing & Contracting Department.

H. DELAYS AND EXTENSIONS OF TIME

1. The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

I. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

J. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

K. 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.

L. CONTRACTOR STANDARDS CLAUSE

This proposal is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, and Division 32, adopted by Ordinance No. O-19383. All Consultants are required to complete and return with the proposal the Contractor Standards Pledge of Compliance included with this Request for Proposal (use form on pages 38-42). The Contractor Standards are available at WWW.SANDIEGO.GOV/PURCHASING/VENDOR/INDEX.SHTML or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

M. FEDERAL FLOW-DOWN TERMS AND CONDITIONS

All orders using Federal Grant dollars shall be in accordance with Federal Flow-Down Terms and Conditions (refer to Attachment C).

N. CITY STANDARD COMPUTER SOFTWARE ACCESSORIES

Proposer shall comply with the City Standard Computer Software Accessories (refer to Attachment D).

O. CITY OF SAN DIEGO EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

Proposer shall comply with the City of San Diego's Expectations of Ethical Business Conduct (refer to Attachment E).

PROPOSER'S STATEMENT OF REFERENCES

The Proposer is **required** to provide a minimum of three (3) references within the last three (3) years for projects where Proposers performed similar work in size and scope to the City's requirements.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Percentage of dollars of the sub compared to total contract value: ____ %

Requirements of contract: _____

What portion of work will be assigned to this subcontractor? _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Percentage of dollars of the sub compared to total contract value: ____ %

Requirements of contract: _____

What portion of work will be assigned to this subcontractor? _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Percentage of dollars of the sub compared to total contract value: ____ %

Requirements of contract: _____

What portion of work will be assigned to this subcontractor? _____

PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the Proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____



**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:

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

Ownership Classification

Classification:

* select from the following List of Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Hispanic	(Minority Business Enterprise/Hispanic /)
MBE/Native American	(Minority Business Enterprise/Native American)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other 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

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 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.

Print Name, Title

Signature

Date

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 Proposers 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 CONTRACTOR 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
CONTRACTOR CERTIFICATION**

PROPOSAL 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 proposals, 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: _____

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (“MOA”) is hereby made by and among _____ (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize their acceptance of the terms of the contract resulting to the Proposer’s successful proposal in response to the City’s Request for Proposal (“RFP”) No. _____.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego’s General Provisions for Proposals dated January 18, 2005 (“General Provisions”); the proposal submitted (technical and price volume); the City’s award letter(s); the Proposer’s Best and Final Offer (if any); the City’s written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer’s proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this ____
day of _____, 20____.

Jan I. Goldsmith, City Attorney

By: _____



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT**LOCAL WORK FORCE**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report*.

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: _____

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ FAX Number: () _____

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 200__.

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

FEDERAL REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – FUNDED CONTRACTS

The following provisions apply to the contract resulting from Request for Proposal (RFP) No. 9571-09-T-RFP. In addition, the winning Proposer will receive a copy of the “Playing by the Rules Handbook,” provided by HUD, which sets forth the administrative requirements that apply to the use of federal funds for the delivery of CDBG programs and activities.

1. PROJECT BUDGET.

- 1.1. Throughout this section, “Project Budget” means the total amount of CDBG Funds allocated and available to fund this Agreement.
- 1.2 Contractor represents that the Project Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG Funds, pursuant to 24 CFR 570.502, which includes, in addition to other requirements, requirements for compliance with the following:
 - (a) if Contractor is a governmental entity, OMB Circular Nos. A-87, A-128 (24 CFR 44), and sections of 24 CFR 85; or
 - (b) if Contractor is not a governmental entity, Office of Management and Budget [OMB] Circular No. A-122 (Cost Principles for Non Profit Organizations) or OMB Circular No. A-21 (Cost Principles for Educational Institutions), as applicable, and certain Attachments to OMB Circular A-110.
- 1.3 Contractor shall not use CDBG Funds for travel, meals, lodging, or entertainment expenses. However, certain of these types of expenses may be permitted, if they are part of the core purpose of a program (such as a shelter, nutrition program, at-risk youth program, or other eligible program) and pre-approved, in writing, by the City. Contractor shall not use CDBG Funds for alcoholic beverages under any circumstances.
- 1.4 Contractor shall not use CDBG Funds in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.
- 1.5 The Project Budget shall be in sufficient detail to provide a sound basis for the City to effectively monitor Contractor’s performance under this Agreement and Contractor’s compliance with CDBG restrictions imposed by HUD.

2. PROJECT INCOME.

Throughout this section, “Project Income” means any income that accrues to Contractor as a result of its receipt and/or use of CDBG funds under this Agreement, including, but not limited to, any rents, interest earned, and client fees.

Contractor may use Project Income to improve the services performed by Contractor under this Agreement, provided that Contractor submits to the City a written budget detailing Contractor’s proposed use of the Project Income, Contractor obtains prior written approval from the City of the written budget, and all requirements of 24 CFR 570.504(c) have been met.

Pursuant to 24 CFR 570.503(b)(3), at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by Contractor (except those needed for immediate cash needs, cash balances of a revolving loan fund, case balances from a lump sum drawdown, or cash or investments held for section 1208 security needs).

3. PROJECT RECORDS.

- 3.1 Contractor shall maintain, and require its Subcontractors to maintain, all administrative and financial records required in connection with the Project (including, but not limited to, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records pertaining to all matters covered in this Agreement or required by the Playing by the Rules Handbook) during the term of this Agreement.
- 3.2 At any time during normal business hours and as often as the City deems necessary, Contractor shall permit, and require its Subcontractors to permit, the City, the U.S. Government, or their authorized agents, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all books, accounting records, invoices, receipts, payroll records, personnel records, and any other Project data and records pertaining to all matters covered in this Agreement or required by the Playing by the Rules Handbook, for the purposes of auditing, monitoring, and/or evaluating Contractor’s performance of its obligations and/or duties in connection with the Project.
- 3.3 Contractor shall store, and require its Subcontractors to store, all Project data and records for a period of not less than five years after submission of the final expenditure report for the contract period, or five years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longest.

4. AUDITS.

- 4.1 Contractor shall ensure that Annual Single Audits and Financial Statement Audits are completed by a Certified Public Accountant. Individual

projects funded by the City must be clearly identified in the audit reports, as well as the dollar amount allocated to the Project by the City.

- 4.2 In accordance with the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of federal funds, Contractors expending \$500,000 or more (or the current federal threshold) in total federal funding from all sources in a year, shall have an Annual Single Audit conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Contractor shall ensure that Single Audits are completed within 180 calendar days of the expiration date of this Agreement. Those Contractors completing audits by calendar year (rather than fiscal year) shall ensure that Single Audits are completed within 180 calendar days of December 31st. Contractor shall provide the City with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.
- 4.3 Contractors receiving \$75,000 or more in federal, state, and/or City funds shall have Financial Statement Audits prepared in accordance with GAAP and audited by an independent Certified Public Accountant, in accordance with Generally Accepted Auditing Standards [GAAS]. This audit report shall include the following statements:
- (a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts;
 - (b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor; and
 - (c) a statement certifying compliance with all terms and conditions of the City's contract with Contractor, and that all required reports and disclosures have been submitted, completed by an executive officer of Contractor.

Contractor shall provide the City a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Contractor.

- 4.4 If Contractor is subject to an audit from a source other than the City, Contractor shall provide a copy of the audit to the City within thirty calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of any such third party audit(s).

5. FINANCIAL DISCLOSURES.

5.1 Contractors receiving \$10,000 or more, but less than \$75,000, in federal, state, and/or City funds shall provide the City copies of true, accurate, and complete financial disclosure documentation, evidencing the financial status of Contractor's last complete fiscal year. Specifically, Contractor shall submit the following:

(a) a statement of expenditure of City funds by program, to be identified in the same expenditure classifications as contained in the final budget and compared with the budgeted amounts; and

(b) a statement of revenues and expenditures, and a balance sheet of all funds received by Contractor.

5.2 Contractor shall provide the City these documents within ninety calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted by the City, upon written request by Contractor.

6. OTHER REPORTS AND DISCLOSURES.

6.1 Contractors receiving less than \$10,000 in federal, state, and/or City funds shall provide a report of how the funds were used during the contract period. Contractor shall provide the City with a copy of this report within thirty calendar days of the expiration date of this Agreement. If Contractor is also in receipt of an Annual Single Audit or Financial Statement Audit, Contractor shall submit a copy of such audit to the City within fifteen calendar days of Contractor's receipt of the audit.

6.2 If Contractor receives \$500,000 or more in federal, state, and/or City funds, when that funding represents more than ten percent of Contractor's annual budget, Contractor shall include in its annual CDBG application an itemization setting forth the salary and wage ranges for each of Contractor's job classifications, including actual executive salaries and benefits packages, applicable for the contract period.

7. CONFLICTS OF INTEREST.

7.1 Contractor shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:

- (a) the conflict of interest provisions in 24 CFR 570.611, and Attachment O of OMB Circular No. A-110;
- (b) California Government Code sections 1090 et. seq., and 81000 et. seq.;
- (c) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);
- (d) the City’s Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and
- (e) the “Conflict of Interest and Procurement Policy for Non-profit Corporations Contracting with the City of San Diego” (Exhibit C).

7.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. If such a financial and/or economic interest is determined to exist, the City will promptly terminate this Agreement by giving written notice thereof.

7.3 If, in performing its obligations and duties set forth in this Agreement, Contractor makes, or participates in, a “governmental decision,” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the City that would otherwise be performed by a City employee holding a position specified in the City’s conflict of interest regulations, Contractor shall be subject to the City’s conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing Contractor's relevant financial interests.

- (a) Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that Contractor is subject to the City’s conflict of interest regulations. Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which Contractor was subject to the City’s conflict of interest regulations.
- (b) If the City requires Contractor to file a statement of economic interests as a result of the obligations and duties performed, Contractor shall be considered a “City Official,” subject to the provisions of the City’s Ethics Ordinance, including the

prohibition against lobbying the City for one year following the termination of this Agreement.

- 7.4 Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 7.5 Contractor's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- 7.6 If Contractor violates any conflict of interest law, or any of the provisions of this Section, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies permitted under the Agreement. Further, any such violation shall subject Contractor to liability to the City for attorney's fees and all damages sustained as a result of the violation.

8. EQUAL EMPLOYMENT OPPORTUNITY.

- 8.1 Contractor shall comply, and require each of its Subcontractors to comply, with Title VII of the Civil Rights Act of 1964, as amended (Executive Orders 11246, 11375, and 12086), California Fair Employment Practices Act, and any other applicable federal and state laws and/or regulations hereinafter enacted.

9 LOBBYING AND POLITICAL ACTIVITIES.

- 9.1 Contractor acknowledges that funds received for the Project have been provided pursuant to a federal grant, and shall comply with the laws set forth at 31 USC 1352 and 24 CFR 87.

- 10. **SECTION 3 CLAUSES.** Pursuant to 24 CFR 135 and 12 USC 1701(u) (hereinafter collectively referred to as "Section 3"), sections 10.1 through 10.6 are included herein as the Section 3 Clause and are binding upon the Parties. Contractor shall document its good faith efforts to comply with the terms and conditions of Section 3, and furnish such documentation to the City, upon request.

- 10.1 The work to be performed under this Agreement is on a Project, assisted under a program that provides direct federal financial assistance from HUD, and is subject to the requirements of Section 3. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the project area.
- 10.2 The Parties shall comply with the provisions of Section 3, and applicable rules and orders of HUD issued there under, prior to the execution of this Agreement. The Parties certify that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 10.3 Contractor shall send to each labor organization (or representative of workers) with whom Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization (or worker's representative) of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4 Contractor shall include this Section 3 Clause in every subcontract for work in connection with the Project, and shall take, at the direction of the applicant for (or recipient of) federal financial assistance, appropriate action pursuant to the subcontract, upon a finding that the Subcontractor is in violation of those regulations set forth in 24 CFR 135, and shall not let any subcontract unless the Subcontractor has first provided Contractor with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5 Compliance with the provisions of Section 3, and all applicable rules and orders of HUD, issued there under, prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant (or recipient), Contractor, Subcontractors, and any successors and assignees, subject to those sanctions specified by the grant or loan agreement by 24 CFR 135.
- 10.6 In order to assist Contractors in their compliance with Section 3, the City has entered into a Memorandum of Understanding [MOU] with the San Diego Workforce Partnership [SDWP]. As part of the MOU, SDWP has agreed to enter into a First Source Hiring Agreement with the City's contractors. Contractor may contact SDWP at 1-888-884-7397 to design an appropriate development plan to assist them in meeting their Section 3 hiring obligations.

11. OTHER HUD PROGRAM REQUIREMENTS.

11.1 Contractor shall perform its obligations and duties under this Agreement in compliance with all federal laws and regulations described in 24 CFR 570(k), except that:

- (a) Contractor does not assume the City's environmental responsibilities described in 24 CFR 570.604; and
- (b) Contractor does not assume the City's responsibility for initiating the review process described in 24 CFR part 52.

12. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** Contractor shall comply with applicable uniform administrative requirements described in 24 CFR 570.502.

13. **RELIGIOUS ORGANIZATIONS.** Contractor shall comply with all applicable HUD requirements governing the use of CDBG Funds by religious organizations, set forth in 24 CFR 570.200(j).

14. TERMINATION.

As stated by 24 C.F.R. Section 85.43 section 570.503(b)(7), The City may terminate this Agreement if Contractor materially fails to comply with any term of the award in accordance with 24 C.F.R. Section 85.43, and the award may be terminated for convenience in accordance with 24 C.F.R. Section 85.44.

Upon the expiration or termination of this Agreement, Contractor shall transfer to the City any CDBG Funds on hand at the time of the expiration or termination, and any accounts receivable attributable to the use of CDBG Funds. Contractor shall comply with the requirements of 24 CFR 570.503(b)(7) with regard to the use of any real property under Contractor's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000.

15. **GOVERNING LAW.** The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California. In addition, the terms and conditions of this Agreement are subject to HUD rules and regulations in effect on the effective date of this Agreement. Any newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by the City.

16. OTHER FEDERAL LAW

- 16.1 Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work, which includes but is not limited to the following:
- (i) Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Exec. Order 11375, and as supplemented in Department of Labor [DOL] regulations (41 CFR Ch. 60)
 - (ii) Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3)
 - (iii) Davis-Bacon Act (40 U.S.C. 276a–276a-7) as supplemented by DOL regulations (29 CFR Part 5)
 - (iv) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by DOL regulations (29 CFR Part 5)
 - (v) Section 302 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 - (vi) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

FEDERAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – FUNDED CONTRACTS

The following provisions apply to the contract resulting from Request for Proposal (RFP) No. 9571-09-T-RFP. This contract is funded in whole or in part by Federal Emergency Management Agency [FEMA] grants. Contractor, and any subcontractors or sub grantees, shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations [44 CFR] Part 13. In addition, Contractor, and any subcontractors or sub grantees, agree to the following specific provisions:

1. Pursuant to 44 CFR 13.36 (i)(1), the City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Contract, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), the City may terminate this Contract for cause or convenience. Contractual terms regarding the manner of termination can be found at Sections G(2) and G(4) the City of San Diego General Provisions, dated January 3, 2005 (“General Provisions”), incorporated by reference into

this contract by Section II.G of the this RFB. In addition, FEMA and/or the City may terminate in accordance with the procedures set forth at 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and(13), Contractor, and any subcontractors or sub grantees, shall comply with the following federal laws:
 - (i) Executive Order 11246 of September 24,1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor [DOL] regulations (41 CFR Ch. 60)
 - (ii) Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3)
 - (iii) Davis-Bacon Act (40 U.S.C. 276a–276a-7) as supplemented by DOL regulations (29 CFR Part 5)
 - (iv) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by DOL regulations (29 CFR Part 5)
 - (v) Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)
 - (vi) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor, and any subcontractors or sub grantees, shall comply FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor, and any subcontractors or sub grantees, agree to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries
6. Pursuant to 44 CFR 13.36(i)(9), Contractor, and any subcontractors or sub grantees, agree to the following provisions regarding copyrights:

- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and
 - ii. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain, and require any subcontractors or sub grantees to maintain, any books, documents, papers, and records of the contractor which are directly pertinent to this Contract. At any time during normal business hours and as often as the City deems necessary, Contractor shall permit, and require any subcontractors or sub grantees to permit the City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain, and require any subcontractors or sub grantees to retain, all required records for three years after FEMA or the City make final payments and all other pending matters are closed. In addition, Contractor, and any subcontractors or sub grantees shall comply with record retention requirements set forth in 4 CFR 13.42.
9. **Please note that federal requirements are subject to change. To the extent the requirements set forth above require updating prior to award, the city will issue an addendum to this rfb notifying all bidders of the changes.**

City Standard Computer Software and Accessories

The following standards for Computer Software and Accessories apply to purchases made by City Departments and exclude purchases made by individual employees for their personal use (at home), as may be provided under a Partnership Agreement between Proposer and the City. Computer Software may only be purchased by those City employees specifically authorized by their department, and the list of Authorized Software Purchasers will be maintained by the City's Office of the CIO and provided to the successful Proposer as updates are made. Any software not listed in the standards below may not be purchased by City Departments without the advance, explicit approval from the City's Office of the CIO, prior to an order being placed.

STANDARD SOFTWARE

The City of San Diego, either directly or through its Agent, San Diego Data Processing Corporation (SDDPC), owns Enterprise Licensing Agreements or has purchase contracts in place through SDDPC for the following software products; and, therefore, this software is **excluded** from separate purchase by City Departments:

- Microsoft Windows operating system
- Microsoft Windows Server operating system (including Active Directory)
- Microsoft SQL Server
- Microsoft Exchange
- Microsoft Office Suite (includes Word, Excel, PowerPoint, MS Access, Outlook, and Publisher; and excludes Microsoft Project and Microsoft Visio)
- Symantec (Norton) Anti-Virus
- ArcInfo, ArcPress, ArcView, and ArcServe by ESRI
- Oracle (any products)
- Vista tn3270 Mainframe Emulator
- Hummingbird NFS Maestro
- Mr. SID
- Microstation, InRoads, InRoads/Site, InRoads/Survey, InRoads/Storm, InterPlot Client, GeoGraphics, IRAS/B, and Descartes by Bentley Systems, Inc.
- IRAS/C and GeoMedia by Intergraph Corporation
- Axiom Toolkit by Axiom International
- FME by Safe Software

The following City Standard Software is considered pre-approved for purchase and does not require any special authorization from the Office of the CIO; however, standard Internal Controls for departmental purchasing approval is still required:

PC/Windows Software –

- Microsoft Visio (includes Standard or Professional, excludes Enterprise)
- Microsoft Project

- Macromedia HomeSite
- Adobe Acrobat (Standard only, not Professional)
- Adobe Photoshop
- Adobe Illustrator
- Adobe/Macromedia Dreamweaver
- Crystal Reports by SAP BusinessObjects
- JAWS by Freedom Scientific
- Primavera Project Planner (P3) (excludes Enterprise edition)

The following City Standard Software requires pre-approval from the Office of the CIO prior to an order being placed:

- All Macintosh/Apple software
- Adobe Acrobat Professional
- Adobe Creative Suite
- Adobe InDesign
- Adobe Captivate
- Broderbund Print Shop Deluxe or Print Shop Pro Publisher
- Jasc Paint Shop Pro
- Norton Utilities by Symantec

COMPUTER ACCESSORIES

The following Computer Accessories may be ordered by City Departments, following standard Internal Controls for departmental purchasing approval (specifically excluded from Computer Accessories are any computers, display monitors, printers, modems, and internal hardware components):

- Disposable/consumable products, such as printer toner, ink cartridges, plotter supplies, CD/DVD disks (including CD-R/CD-RW and DVD-R), CD/DVD cases or envelopes, backup data tapes, other storage disks/media, screen or keyboard cleaning supplies, CD/DVD drive cleaning supplies;
- Cables, connectors, power cords, extension cords, surge suppressors, batteries, keyboards, mice, mouse pads, headphones, monitor/display stands, glare screens, external PC audio speakers, external CD and/or DVD drives (including CD-R/CD-RW or DVD-R or “combo” drives), external hard drives, external tape backup drives, portable USB drives (“thumb drives”), laptop carrying cases, wrist rests or foot rests;
- User manuals, training materials, and other hardware or software documentation, which may be in paper or electronic format, as long as no additional or special software license is required to operate/run the electronic materials



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, vendors, 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 [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 "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/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, vendor 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 vendors 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, 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.

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