



CITY OF SAN DIEGO

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

Bid No. 10002136-10-W

REQUEST FOR BID

Closing Date: December 9, 2009
@ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Sweeper and Scrubber Repair Parts

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

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

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

E-Mail _____

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

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

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

If Yes, under what Permit # _____

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

City of San Diego Business Tax License #: _____

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

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

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/cnn, Procurement Specialist

Phone: (619) 236-6653

Fax: (619) 236-5904

E-mail: WBroderick@sandiego.gov

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I. PRICING PAGE

A. SECTION 1: TENNANT FLOOR SWEEPERS ALL MODELS

Item No.	Est. Annual Usage	U/M	Description	Warranty Period for Parts Offered	% Discount Off Manufactures suggest retail published list price	Rate	Extension
1.	\$20,000	C	Tennant floor sweeper < walk behind, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
2	\$5,000	C	Tennant floor sweepers, ride on, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				
3.	\$5,000	C	Tennant floor sweeper all models All other replacement parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
4.	10	HR	As Needed On Call Service for Monday through Friday 6:00 a.m. - 5:00 p.m. (Normal Business Hours) Min. charge per visit: \$_____			\$	\$
TOTAL SECTION 1:							\$

Note: C= Hundred (This is needed to calculate low responsive/responsible bidder).

SECTION 2: PARTS FOR A TENNANT FLOOR SCRUBBER ALL MODEL

Item No.	Est. Annual Usage	U/M	Description	Warranty Period for Parts Offered	% Discount Off Manufactures suggest retail published list price	Rate	Extension
1.	\$20,000	EA	Tennant floor scrubbers walk behind, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
2	\$5,000	EA	Tennant floor scrubbers, ride on, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				
3.	\$5,000	HR	Tennant floor scrubbers all models All other replacement parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
4.	10	HR	As Needed On Call Service for Monday through Friday 6:00 a.m. - 5:00 p.m. (Normal Business Hours) Min. charge per visit: \$_____			\$	\$
TOTAL SECTION 2:							\$

Note: C= Hundred (This is needed to calculate low responsive/responsible bidder).

B. SECTION 3: TENNANT PRESSURE WASHERS ALL MODELS

Item No.	Est. Annual Usage	U/M	Description	Warranty Period for Parts Offered	% Discount Off Manufactures suggest retail published list price	Rate	Extension
1.	\$20,000	C	Tennant Pressure washer, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
2.	\$5,000	C	Tennant Pressure Washers all models. All other replacement parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
3.	10	HR	As Needed On Call Service for Monday through Friday 6:00 a.m. - 5:00 p.m. (Normal Business Hours) Min. charge per visit: \$_____			\$	\$
TOTAL SECTION 3:							\$

Note: C= Hundred (This is needed to calculate low responsive/responsible bidder).

C. SECTION 4: COMBINATION UNITS

Item No.	Est. Annual Usage	U/M	Description	Warranty Period for Parts Offered	% Discount Off Manufactures suggest retail published list price	Rate	Extension
1.	\$20,000	C	Tennant Combination units, all models consumables Parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
2.	5,000	C	Tennant Combination units all models. All other replacement parts <i>(Note: Annual estimated quantity is in US Dollars)</i>				\$
3.	10	HR	As Needed On Call Service for Monday through Friday 6:00 a.m. - 5:00 p.m. (Normal Business Hours) Min. charge per visit: \$_____				\$
TOTAL SECTION 4:							\$
TOTAL SECTIONS 1-4							\$

Note: C= Hundred (This is needed to calculate low responsive/responsible bidder).

NOTES:

- Bidders shall utilize the following calculation formula to determine the Extension:
Estimated Annual Usage (Estimated Annual Usage x % Discount) = Extension.
(Example: Est. Annual Usage \$20,000 - (20,000 x 10%) = \$18,000)
- (Note: Annual estimated quantity is in US Dollars)
- Consumables Parts defined as; brooms, brushes, squeegee blades, hopper air filters, and tires.

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Bill Broderick, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to WBroderick@sandiego.gov, no later than 5:00 p.m. on Friday, November 20, 2009.

B. PRICING

Prices quoted shall be FOB Destination to City of San Diego locations. Prices shall include all delivery and freight charges.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

Pricing for percentage discount as stated on the Pricing Pages, shall be based on the most current manufacturer's price list. Contractor shall provide updated manufacturer price lists as they become available at no additional cost to the City.

C. AWARD

This bid shall be awarded on a section by section basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City. Percentage discount(s) off the manufacturer's list pricing will be included in the award evaluation.

D. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

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

- a. Material Safety Data Sheets (as specified in Section II, paragraph H).
- b. Bidder's References (as specified in Section II, paragraph K).
- c. Contractor/Vendor Registration (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

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

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

E. OPTION TO RENEW

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

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

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

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

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

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

F. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

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

G. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer’s insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

H. MATERIAL SAFETY DATA SHEETS

All Bidders must submit with their bids one (1) copy of the material safety data sheet (MSDS) for each product as specified on the Pricing Pages. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the MSDS for each item shipped as specified on the Pricing Pages. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

I. BACK ORDERS

Contractor shall ship items in the quantities shown on the Purchase Order, backorders are unacceptable without prior City approval. Unauthorized backorders may be cause for contract termination. The City reserves the right to evaluate the number of backorders to determine if backorders are negatively impacting the City's daily operations, which may be cause for termination of the contract.

J. SUBSTITUTIONS

No substitutions of items quoted shall be permitted without review and written authorization from the City. The City shall be given a thirty (30) day notice of any proposed substitution.

K. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Bidder's References (use form in Forms Section).

L. GENERAL PROVISIONS

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

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

M. 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.

N. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (reference Attachment).

III. SPECIFICATIONS

A. SCOPE OF WORK

This contract will furnish the City of San Diego with parts required to maintain and repair various Tennant scrubbers and sweepers, in accordance with the specifications herein.

B. QUALITY

Parts shall be equivalent in design, function, and workmanship to the parts originally intended by the manufacturer, and shall be made in accordance with all OEM specifications. The standard manufacturer's warranty shall apply to all products provided under this bid. Products shall be fully compatible with Tennant scrubbers and sweepers notated in the Pricing Pages of this bid and shall not jeopardize Tennant's warranty on this equipment.

C. DELIVERY

1. Contractor shall make deliveries to the locations below. The City reserves the right to add or remove delivery locations throughout the contract period at no additional cost to the City.
 - Qualcomm Stadium
9449 Friars Road
San Diego, CA 92108-1718
 - Developed Regional Parks
2125 Park Boulevard
San Diego, CA 92101-4753
 - Mission Bay Park
3775 Morena Boulevard
San Diego, CA 92117-5233
2. All deliveries must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the individual accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers and/or sub-order numbers.
3. Orders shall be delivered within ten (10) business days after receipt of order (verbal and/or written) for equipment, parts and accessories.
4. Emergency orders shall be delivered within forty-eight (48) hours. The City will pay handling charges if emergency orders are required.
5. The City reserves the right to make purchases via purchase order and/or purchase by procurement card (reference General Provisions for Bids dated 01/03/2005) for

will call/pick up by City employees from Contractor's facility if a facility is available within the San Diego City limits, or for delivery by Contractor to City facilities throughout the County of San Diego.

6. In cases where the Contractor cannot deliver within the delivery time specified on the cover page, the City reserves the right to obtain products, or an equivalent product, elsewhere and bill the Contractor for the difference in cost between the Contractor's bid price and the emergency pricing paid by the City.

D. CATALOGS

Bidder may be required to submit one (1) current catalog/parts list for evaluation of award within five (5) business days from the date of notification by the City. Additional copies of current catalogs/parts list may be required and shall be provided upon request at no cost to the City.

IV. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

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: _____



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

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

Vendor ID: _____

[ID Number will be provided by City]

Firm Info:

Firm Name: _____

Doing Business As: _____

Firm Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Taxpayer ID: _____ Business License: _____

Website: _____

Contact Info:

Contact Name: _____

Title: _____

Email: _____

Phone: _____ Cell: _____

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

Mailing Address: _____

City: _____ State: _____ Zip: _____

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

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number: _____ License Type: _____

License Number: _____ License Type: _____

License Number: _____ License Type: _____

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

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

The City requires this information for statistical purposes only.

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

Ethnicity:

Ethnicity:

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

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

Ownership Classification

Classification: *

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

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

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

Certification #:

Agency:

Certification #:

Agency:

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

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

or fax to: 619/ 236-5904



ATTACHMENT

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.

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