



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

Bid No. 10002834-10-W

REQUEST FOR BID

Closing Date: October 22, 2009
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with ICAC Van Build Out

Note: Recommended Pre-Bid Conference – See Page 4 for Details.

Company _____

Name _____

Federal Tax I.D. No. _____

[PRINT OR TYPE]

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

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

E-Mail _____

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

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

If Yes, under what Permit # _____

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

City of San Diego Business Tax License #: _____

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

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

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for 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, C.P.M., CPPB/ylk, Procurement Specialist

Phone: (619) 236-6653

Fax: (619) 236-5904

E-mail: WBroderick@sandiego.gov

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I. PRICING PAGE

Item No.	Qty	U/M	Description	Unit Price
1.	1	LS	Build out components	\$
2.	1	LS	Power system components and upgrades	\$
3.	1	LS	Video system components	\$
4.	1	LS	Computer system components	\$
5.	1	LS	Software	\$
6.	1	LS	Communication components	\$
7.	1	LS	Labor	\$
8.	1	LS	Miscellaneous	\$
TOTAL:				\$

LS = Lump Sum

II. SPECIFIC PROVISIONS

A. PRICING

Prices quoted shall be FOB Destination to City of San Diego location. 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.

Lump Sum prices shall be Firm Fixed and include all taxes. Labor is a non-taxable item.

B. PRE-BID CONFERENCE

All Bidders are strongly encouraged to attend the pre-bid conference of the proposed maintenance site. The pre-bid conference will be held at 1401 Broadway, San Diego, CA 92101 on Thursday, October 8, 2009 at 10:00 a.m.

The pre-bid conference is the only opportunity for Bidders to walk the site with the Contract Administrator.

Bidders are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site.

By submitting a bid, Bidders acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidders to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidders. Bidder acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

For further information contact William Broderick at (619) 236-6653. Allow two (2) hours for the pre-bid conference.

C. AWARD

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

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. One (1) copy of Material Safety Data Sheets (as specified in Section II, paragraph G).
- b. Bidder's References (as specified in Section II, paragraph I).
- c. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph I).
- d. Contractor Standards (as specified in Section II, paragraph L).
- e. Cut Away Drawing (as specified in Section III, paragraph M).
- f. Contractor/Vendor Registration (use form in Forms Section).
- g. List of Components for each Pricing Page item.

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 and Bond Requirements as specified in City of San Diego General Provisions, Section II, paragraph E and F, 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 K, if not currently on file.

E. INSURANCE REQUIREMENTS

Insurance. The successful Bidder (Bidder) shall not begin any work under this contract 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's liabilities, including but not limited to Bidder's indemnity obligations, under this contract, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this contract and Bidder's failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated as a material breach of contract by the City. The Bidder shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this contract.

Types of Insurance. At all times during the term of this contract, the Bidder shall maintain insurance coverage as follows:

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 versus insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Bidder's automobiles including owned, hired and non-owned automobiles, the Bidder shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Bidder's employees who are subject to this contract and to the extent required by the applicable state or federal law, the Bidder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder 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 this Contract 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.

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

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’s insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder’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.

Automobile 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 automobile owned, leased, hired or borrowed by or on behalf of the Bidder.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder'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.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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

Additional Insurance. The Bidder may obtain additional insurance not required by this contract.

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.

F. **PERFORMANCE BOND**

Performance Bond in a sum equal to one hundred percent (100%) of the Contract price, conditional for the performance of the Contract. The surety bond shall be executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego. Proof of such performance bonding shall be submitted to the City of San Diego Purchasing & Contracting Department prior to issuance of a purchase order.

G. **MATERIAL SAFETY DATA SHEETS**

All Bidders must submit with their bids one (1) copies of the material safety data sheet (MSDS) for each product bid. 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. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

H. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's 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 Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

I. 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.

Similar size and scope shall be defined as outfitting of at least five (5) law enforcement specialty vehicles a year for the last three (3) years.

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:

1. Bidder's References (use form in Forms Section).
2. Bidder's Statement of Financial Responsibility (use form in Forms Section).

J. 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.

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

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

M. 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. CHASSIS

The City of San Diego will supply an extended wheelbase, high roof Dodge Sprinter Van, with single curbside sliding door.

B. EXTERIOR

There will be no visible City of San Diego or vendor markings on the outside of the Van.

C. DRIVER'S COMPARTMENT

The driver's compartment will not have any modifications and there shall be no or components visibly mounted to provide anything but a factory stock appearance.

D. MINIMUM CONSTRUCTION REQUIREMENTS

1. All supporting and structural steel will be a minimum of 1/8" and welded using best industry practices. All welds will be ground to eliminate any sharp or protruding surfaces.
2. All countertops will be supported by extruded structural aluminum manufactured by 80/20.
3. All countertops will be of Hanex acrylic material, Aqua Marine HL508 or better. All surfaces will be a minimum of 5/8" thick.
 - a. All edge surfaces will be rounded over leaving no sharp edges
 - b. These countertops will be securely fastened to their mounting structures.
4. All cabinets and drawers will be self latching and able to be opened with one hand.
5. All windows with the exception of the windshield will be tinted.
 - a. Side sliding door and rear door windows will be dark
 - b. Driver and passenger door windows to be medium

E. CENTRAL FORENSICS COMPARTMENT

The central forensics compartment will be located in the central section of the van. This compartment will extend from a forward mounted partition located directly behind the driver's and passenger seats, to a rear partition, located at the midpoint of the rear wheel well.

1. Workstations

There will be a full length, laminated workstation running the entire length of this compartment on the street side of the van. This surface will be a multi-tone grey laminate or other optional counter top and be approved by the agency prior to installation. This work surface will be firmly supported and able to support 400 pounds load.

2. Storage

a. Overhead cabinets

There will be aluminum frame overhead cabinets complete with white magnetic dry erase board panels running the entire length of the street side work station approximately 3' x 8'. There will be no wood used in the construction of these cabinets. These cabinets will have integrated handle latches and hinge towards the roof. They shall have hydraulic struts adequate to support the weight of the door. These cabinets will be powder coated in a multi tone hammer finish other than the white doors. They should be firmly mounted and able to support the weight of any items able to be placed in the cabinets. Incorporated into these overhead cabinets will be nineteen (19) equipment racks adequate to house all specified components as well as 4U of unused rack space for future expansion.

b. Forward overhead storage unit

Directly over the driver and passenger's heads will be an additional storage compartment. This compartment will include the same door structure and cosmetic appearance as the street side mounted overhead cabinets. The interior of this cabinet should maximize all usable space over the driver's compartment and be sealed and carpeted.

Carpeting shall be Truck Line, indoor/outdoor plush.

c. Under counter

Between the two street facing workstations will be an under counter cabinet. This cabinet will be based on a 19" equipment rack and include the following components.

(1) 8U locking file drawer minimum depth 16". The height of rack space is measured in U with 1U equaling 1.75". Racks and cabinets shall be designed with equipment mounting holes at 19" on center.

(2) 3U latching pen drawer's minimum depth 16".

(3) Baltic Birch plywood side panels coated with Line-X.

(4) Racks and cabinets shall be designed with equipment mounting holes at 19" on center.

d. Printer cabinet

To the left of the rear work station will be a second under counter cabinet that will house the all in one printer. This cabinet will also be based on a 19" equipment rack and include the following items.

- (1) Rack mount sliding shelf to hold the printer.
- (2) Paper drawer should hold approximately one (1) ream of paper.
- (3) Blank plate to conceal lower section of rack.
- (4) Baltic Birch plywood side panels coated with Line-X or better.

3. Seating

- a. There will be two (2) Federal Motor Vehicle Safety Standards (FMVSS) approved captain's seats, one (1) at each of the primary work stations. These will include seat belts and be mounted in a manner that enables them to swivel and tilt for operator comfort. They will be upholstered in a charcoal gray vinyl.
- b. There will be a seating bench located on the curb side of the vehicle, to the rear of the sliding side door, extending to the rear partition. This bench will be able to support 500 pounds and will include the following features.
 - (1) Padded, upholstered seat cushion. Upholster to match the captain's seats. Seat cushion will be removable to access the batteries and circuit protection located in the seat base.
 - (2) Seat base will provide secure mounting locations for three (3) AGM 4D batteries. These must be at least 210 amp hours each in reserve capacity. Flooded cell batteries are not acceptable.
 - (3) Seat base will also support an auxiliary air conditioning unit at the far rear of the seat, adjacent to the rear partition.
 - (4) Seat will be made of Baltic birch marine plywood and coated with Line-X, or equal.

4. Interior Finish

- a. The floor will be a flat plywood floor of no less than 5/8" with Loncoin Onyx rubberized flooring of 1/4" on top of the plywood.
- b. Ceiling must be covered with thin foam backed headliner material that is attached to removable panels to provide access to cabling and antenna mounts when necessary.
- c. Walls will be a combination of magnetic dry erase, carpet, and Line-X, or equal. Colors will be determined by the City at a pre-build meeting upon award.

5. Lighting

- a. There will be (3) rectangular LED white lights located in the roof of at least 900 Lumens light output. These lights will have a PWM dimmer switch located in a convenient location to access when entering the van to enable intensity control. Lights will be Grote model 61611 or better.
- b. Each workstation will have a round red/white LED light located underneath the overhead cabinet. These lights will have switches enabling them to switch between red, white or off positions. These lights will provide sufficient illumination for normal office reading and computer tasks performed at the workstations.

6. Climate Control

- a. The van will be insulated with both thermal foam and fiber mat padding. The wall covering boards will be of at least 1/8" thick and covered with a color and material appropriate carpet approved by the agency. Walls and ceiling must be insulated.
- b. There will be four (4) small chrome two-speed fans located in the van. Two (2) in the central forensics compartment and two (2) in the rear forensics compartment mounted to direct air on persons using the station. The on/off switch will be mounted on the fan.
- c. There will be an auxiliary air conditioning unit able to be run from an A/C power source or an external generator. This unit will produce a minimum of 5000BTU of cooling power.
- d. There will be a Fantastic 4000R Fan or better located in the roof of both the front and rear forensic compartments. These will be reversible, automatic units.

7. Partitions

- a. There will be a front metal partition located directly behind the driver's and passenger seats. This partition will include the following features.
 - (1) Lockable sliding door.
 - (2) Camera/binocular portal with blackout boot.
 - (3) Magnetic dry erase panel on curbside fixed panel.
- b. There will be a rear metal partition with a hinged door located midway on the rear wheel well. This partition will include the following features.
 - (1) Lockable hinged door.
 - (2) Magnetic dry erase panel on both sides of the door.
 - (3) Latch to retain it in the open position.

F. REAR FORENSICS COMPARTMENT

There will be a separated rear forensics compartment that can be access through the rear van doors or from the hinged door in the rear partition. This compartment will include the following features.

1. Streetside Workstation

- a. There will be a stand up counter height work station extending from the partition to the rear of the van on the street side.
- b. There will be a drawer storage unit underneath the street side workstation with minimum of two (2) drawers. These drawers will be a minimum of 19" wide by 5.25" tall by 16" deep. They will be equipped with latches that can be open with a single hand and latch automatically upon closing.
- c. There will be flip down storage shelf located underneath the street side drawer unit to provide additional storage for computers and other equipment.

2. Curbside Workstation

- a. There will be a stand up counter height work station extending from the partition to the rear of the van on the curb side.
- b. There will be a drawer storage unit underneath the curb side workstation with minimum of two (2) drawers. These drawers will be a minimum of 19" wide by 5.25" tall by 16" deep. They will be equipped with latches that can be open with a single hand and latch automatically upon closing.
- c. There will be three (3) System Edstrom drop front storage shelves located underneath the drawer unit to provide storage of Pelican cases and other equipment. These shall have a minimum of 4" drop front faces and be at least 18" deep, running the full width of the countertop.

3. Forensics Area Interior Finishes

Interior finishes will be consistent with those used in the front forensics area.

4. Lighting

- a. There will be one rectangular overhead LED light with a dimmer of the same models used in the front area.
- b. There will be two (2) red/white LED lights of the same model used in the front area.

G. EQUIPMENT TO BE STORED

On the rear bulkhead accessible from the rear doors will be mounted agency supplied equipment to be used during the execution of the search warrants.

- Items to be mounted on the bulkhead are:
 - a. Prybar
 - b. Battering Ram
 - c. Three (3) and six (6) foot ladders

H. POWER SYSTEMS

1. Factory Charging System

- a. The factory batteries will be replaced with two (2) AGM absorbed glass mat models of appropriate rating to support stock vehicle electrical requirements. Flooded cell batteries are not acceptable.
- b. There will be a 150 amp circuit breaker located underhood that will provide charging current to the rear auxiliary batteries.
- c. There will be an ignition controlled automatic charging relay that will control the charge current being fed to the rear batteries. This relay will isolate the starting battery when the ignition is turned off or the rear batteries reach a level that would prevent the vehicle from starting.
- d. All underhood connections will be made in accordance with SAE standards and include the use of adhesive filled heat shrink to protect and insulate all connections.

2. Inverter/Charger System

The van will be equipped with a Magnum 2812 pure sine wave combination inverter/charger that will meet or exceed the following specifications.

- a. 2800 watts of continuous 120V 60Hz AC power.
- b. 120A DC 12V fully automatic battery charger.
- c. Integrated thirty (30) Amp AC automatic transfer switch.
- d. Remote control panel.
- e. Thermally regulated internal fan.

3. AC and DC Control Panels

- a. All AC and DC power will be controlled by a master power switch.
- b. There will be centralized switch breaker panels for all AC and DC loads requiring switch control.

- c. All constant loads will have adequate circuit protection.
- d. All fuses and circuit breakers will be easily accessible without tools and well labeled.
- e. AC and DC monitoring will be accomplished through the use of a centrally located metering panel. This panel will include the following features.
 - (1) Display both AC and DC voltages simultaneously.
 - (2) Display AC frequency.
 - (3) Display current consumption.
 - (4) Have adjustable thresholds for warning indication.

4. Shore Power

- a. There will be a Kussmaul automatic ejecting AC inlet port.
- b. All vehicle mounted items will be able to run from shore power.
- c. Shore power input power will be protected by adequate circuit protection.

5. Auxiliary Batteries

- a. There will be (3) 4D AGM absorbed glass mat batteries to run all auxiliary loads.
- b. These batteries will be secured in a metal battery rack that is through bolted to the floor.
- c. They will be located in the curbside seating bench base in the front forensics area.
- d. Batteries will be cables with 40 power cable with all connections soldered and sealed with adhesive filled heat shrink.

6. Circuit Protection

- a. All components will be protected with appropriate circuit protection.
- b. All circuit protection must be accessible without tools.
- c. Spare fuses must be supplied with the vehicle upon delivery.

7. Auxiliary AC Generator

- a. There will be a Honda 3000EU AC generator supplied with the vehicle.
- b. The generator will have a mounting location equipped with ratcheting tie down straps.
- c. There will be a 50' extension cord of adequate amperage capability supplied with the van to enable connection of generator to the van.

8. DC Power Ports

- a. There will be a three (3) outlet DC power port at each of the front workstations.
- b. There will be a three (3) outlet DC power port at the rear work station.

9. AC Power Outlets

There will be a duplex outlet box located at each of the following positions.

- a. Printer cabinet.
- b. Overhead equipment racks.
- c. Underneath each front workstation.
- d. Auxiliary air conditioning location.

There will be 36" wide power strips with six (6) outlets located at each rear workstation, mounted below the computer monitors facing upward.

10. Surge protection

There will be a six (6) outlet surge protection power strip mounted underneath all three (3) workstations with power sourced from the outlet box.

11. Cabling and connections

- a. All cabling will be uninterrupted runs with any required connections or junctions made inside of an appropriate junction box or distribution panel.
- b. All cabling will be compliant with SAE standards.

I. DATA AND COMPUTING SYSTEMS

1. Data Network

- a. The Van will be equipped with a wired local area network to include the following components and features.
 - (1) Sixteen (16) port POE gigabit Ethernet switch.
 - (2) Cat 6E network cabling to all required components.
 - (3) Wired RJ45 network ports located throughout the Van.
- b. The van will be equipped with a Nexus Hawk model 2000 wireless gateway or equal or better model that will include the following features.
 - (1) Dual EVDO Aircard slots for broadband internet access.
 - (2) VPN and Firewall capabilities.
 - (3) GPS capabilities.

- (4) WiFi access point mode.
- (5) WiFi client mode.
- (6) FIPS 140 compliance.
- (7) External EVDO, WiFi, GPS antenna.

2. Forensic PC Portals

- a. Front and rear forensic portals will be located at work stations in locations to be approved by agency at pre-build meeting. These will be Extron or equal or better.
- b. Portal will include connections for (2) separate computers including the following connections:
 - (1) VGA
 - (2) 3.5MM audio input.
 - (3) Three (3) USB ports; one (1) from the PC, and the other two (2) will be connected to a concealed USB hub to enable easy connection of keyboard, mouse, and hard drives.
 - (4) Three (3) Network connections to the POE switch.

3. VGA and Audio Switching

- a. There will be a 5 x 5 VGA and audio matrix switcher to enable monitoring of any of (5) connected computers to any of the (5) forensic monitors.
- b. Audio switching will follow VGA switching.
- c. VGA matrix will be located in equipment rack.
- d. The VGA matrix will be controllable via RS 232 connection to agency supplied embedded computer.

4. VGA Monitors

- a. There will be three (3) VGA LCD monitors mounted to street side wall above front workstations. Two of these will be 20" LCD panels and one will be a 24" LCD panel.
- b. There will be two (2) 19" LCD monitors mounted on the street side wall in the rear forensics compartment.
- c. Each monitor will be connected to VGA matrix switcher.
- d. These monitors will be mounted using VESA mounting brackets and all cables concealed and strain relieved to prevent duress on cable or monitor connectors.

- e. All LCD monitors will be either Dell FP series to include sound bars, and composite video inputs or equal or better models.

5. USB

Each forensic portal will have a concealed 4-port USB hub to enable port multiplication of connected computers.

6. Onboard PC

There will be an agency provided Dell Optiplex PC mounted in the van. This computer will be mounted and integrated with the following criteria.

- a. Easily accessed for service, driver and connector access.
- b. Securely mounted.
- c. Connected to wire local area network.

7. Network Printer

There will be an all in one copier/scanner/fax/printer installed in the printer cabinet detailed earlier in this specification.

- a. Printer must be network ready and connected to the wired local area network.
- b. Printer must be mounted on sliding shelf for easy service and access.
- c. Printer will be a Brother MFC 465 or equal or better.

J. AUDIO/VIDEO SYSTEMS

1. Team Protection System

- a. There will be four (4) concealed pinhole cameras that provide coverage of area surrounding the van.
- b. These cameras will be low light capable with a lux rating of at least .003 lux. These must have the Sony Ex View HAD CCD chip or better.
- c. These cameras will be controlled by a quad video splitter that is connected to the AV matrix system.
- d. These cameras will be viewable on all monitors.
- e. There will be a dedicated LCD monitor for the cameras of at least 17".

2. DVD Monitoring and Recording

- a. There will be three (3) DVD players connected to the AV Matrix switcher. These will be of a premium manufacturer including Sony, LG, Panasonic or better.

- b. There will be a DVD Recorder/VCR player recorder connected to the AV matrix. This will be of a premium manufacturer including Sony, LG, Panasonic or better.

The DVD recorder must be configured in a manner that enables it to record DVDs played in any of the other three (3) units or from a connected auxiliary AV source.

- c. There will be a 4 x 4 matrix AV switcher that enables viewing any of the cameras, DVD players or connected AV sources through any of the connected LCD monitors. This unit must be an Extron unit or equal or better.
- d. There will be a high gain covert microphone and camera that can be recorded by the DVD recorder to capture interviews inside the front forensics portal. This must produce a recording of evidentiary quality.
- e. Audio monitoring will be capable via amplified speakers located at each work station. These will be Dell Sound bar units or equal or better.

K. COMMUNICATIONS

- 1. There will be a cache of ten (10) FRS/GMRS radios and chargers.

FRS/GMRS radio preparation shall include:

- a. Rack mounts faceplate locations available.
 - b. Power and ground pre-cabling to radio location.
 - c. Circuit protection.
- 2. A provided agency radio will be installed with access in both the driver's compartment and the central forensics compartment.
 - a. Power and ground pre-cabling to radio location.
 - b. Circuit protection.

L. TRANSPORT AND DELIVERY

- 1. If vendor is located outside of San Diego County, vehicle must be transported via certified auto transport service.
- 2. If vendor is located outside of San Diego County, vendor must include costs in proposal to offset expenses of facilitating an onsite inspection by two (2) agency representatives.

3. Compliance Inspection

At time of delivery, agency will validate each item contained in specification for compliance. Any items found to be non-compliant will be required to be brought into compliance before vehicle will be accepted.

4. Training and Support

- a. Vendor will be required to supply a 3-ring binder complete with all installed components OEM manuals and warranty information.
- b. Vendor will be required to provide a professional and effective user's manual for all vehicle systems to include the following.
 - (1) Turn on and turn off procedures.
 - (2) Power system operation and troubleshooting.
 - (3) Data and computer system operation.
 - (4) Audio Video system operation.
- c. Vendor will be required to supply minimum of six (6) hours of training at vendor's facility if within San Diego County, or at the City's desired location if vendor is outside of San Diego County, at no additional cost.
- d. The vendor must provide an in County technical support facility capable of repair, replacement, and support requirements, within a seventy-two (72) hours time frame.
- e. The nature of this vehicle's mission requires the systems and technologies to be operational at all times. It is expected that the vendor will supply 24/7 technical support via a technical support phone line and provide timely response to any concerns.
- f. The vendor must provide a regional technical support facility to address failures and support requirements in a timely manner.
- g. The selected vendor will warranty all installation and integration work for a minimum of two years. All equipment will be covered by the items factory warranty. During this factory warranty, removal and replacement of these items will not incur any expense to the City.

This specification provides general guidance on the agency's desires and does not reflect all installation supplies, hardware, software or other items required to complete the installation. It is the vendor's responsibility to supply all items needed to provide a fully function unit to the San Diego Police Department.

M. CUT AWAY DRAWING

Vendor must submit cut away drawing of one (1) curb side view, rear view without doors, road side view, top view, and front view with cab cut out.

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: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder 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:

Doing Business As:

Firm Address:

City:

State:

Zip:

Phone:

Fax:

Taxpayer ID:

Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone:

Cell:

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

Mailing Address:

City:

State:

Zip:

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

Mailing Address:

City:

State:

Zip:

Contractor Licenses (if applicable)

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

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

The City requires this information for statistical purposes only.

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

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

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

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

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

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

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

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

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

List names of all firm partners:

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

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

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

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

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

F. PERFORMANCE HISTORY:

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

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

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

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

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

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

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

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

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

Print Name, Title

Signature

Date

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

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

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

Print Name, Title

Signature

Date



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>
