



City and County of San Francisco

Sourcing Event ID: 0001602809 | Dept Contract ID: HRC

Informal Request for Proposals for: the development and execution of a public relations and marketing plan to improve community engagement in the initiatives led by the San Francisco Human Rights Commission.

This Solicitation can be viewed on the City's Supplier Portal at:
<https://sfcitypartner.sfgov.org/pages/index.aspx>



Proposal Phase	Tentative Date
Request for Proposals Issued	February 2 nd , 2023, at 10:00AM
Written Questions and Proposed Changes to City's Contract Terms Due Date	February 22 nd , 2023, at 5:00PM
Proposal Due Date	March 1 st , 2023, at 5:00PM
Notice of Intent to Award	March 31 st , 2023, at 5:00PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Athena, Edwards Human Rights Commission 25 Van Ness, Suite 800, San Francisco CA 94102 Phone: (415) 252-2500 Email: athena.n.edwards@sfgov.org

Attachments

Attachment 1: City's Contract Terms
Attachment 2: Proposer Questionnaire and References
Attachment 3: Written Proposal Template
Attachment 4: Price Proposal Template
Attachment 5: HCAO and MCO Declaration Forms
Attachment 6: First Source Hiring Form

MQ #	Description
MQ #	Proposer's Proposed changes to Attachment 1, City's Contract Terms, by the Question Due Date.
MQ #	Completed Attachment 2, Proposer Questionnaire and References.
MQ #	Completed Attachment 4, Proposer's Written Proposal.
MQ #	Completed Attachment 5, Proposer's Price Proposal.
MQ #	Evidence that Proposer has one year of experience within the last three years in the sale of goodsand/or services requested by this Solicitation.

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by Human Rights Commission (hereinafter, “HRC” or “City”). HRC, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for the development of a racial equity training program (“Academy”) for employees of the City and County of San Francisco.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. HRC shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

When applicable and practical, Proposers are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

2. Selection Overview

The City shall award a contract to each Proposer that meets the Minimum Qualifications of this Solicitation and scores a minimum of 85 points. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated and Proposers will be assigned scores.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of one year. The City at its sole, absolute discretion, shall have the option to extend the term for two additional years for a total of three years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$150,000 for the initial term.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

Proposal Phase	Tentative Date
Request for Proposals Issued	February 2 nd , 2023, at 10:00AM
Written Questions and Proposed Changes to City's Contract Terms Due Date	February 22 nd , 2023, at 5:00PM
Proposal Due Date	March 1 st , 2023, at 5:00PM
Notice of Intent to Award	March 31 st , 2023, at 5:00PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

G. Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract in the form attached hereto as Attachment 1, City's Contract Terms. **City's Contract Terms are not subject to negotiation.** Failure to timely execute City's Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in City's Contract Terms, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

II. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by HRC. HRC is seeking qualified Proposers to provide Proposals for the development and execution of a public relations and marketing plan to improve community engagement in the initiatives led by the San Francisco Human Rights Commission.

, in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

B. Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited.)

C. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City's Contract Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

D. Reserved (Alternates and Samples)

E. Reserved (Freight on Board and Shipping Costs)

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Antonio Tom
Contract Monitoring Division
City and County of San
Francisco Email:
antonio.tom@sfgov.org
Website:
www.sfgov.org/cmd.

B. Reserved (Application of LBE Rating Bonuses)

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the anticipated Contract NTE amount will be less than one half of the Minimum Competitive Amount.

D. Reserved (CMD LBE Forms)

E. Reserved (LBE Payment and Utilization Tracking)

IV. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Pass/Fail
Written Proposal	100 Points
TOTAL	100 Points

V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
MQ #	Proposer’s proposed changes to Attachment 1, City’s Contract Terms, by the Question Due Date.
MQ #	Completed Attachment 2, Proposer Questionnaire and References.
MQ #	Completed Attachment 4, Proposer’s Written Proposal.
MQ #	Completed Attachment 5, Proposer’s Price Proposal.
MQ #	Evidence that Proposer has one years of experience within the last three years in the sale of services requested by this Solicitation.

VI. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in **Attachment 4, Written Proposal Template**.

VII. PRICE PROPOSAL (Pass/Fail)

A. Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth **below**.

Proposers shall submit a Pricing Narrative in response to this Solicitation. The pricing narrative should, at a minimum, address the following points:

- (a) Unit pricing by service or product line, manufacturer, etc. including how the pricing will be determined and adjusted over the contract term (e.g., fixed price adjusted annually, X% off of list, X% mark up, etc.).
- (b) Indicate if any further discounts are offered, i.e., volume, quantity, prompt payment etc.
- (c) Discuss why the Proposer believes pricing is fair and reasonable and how it relates to most favored customer pricing.
- (d) Price proposals must also include the estimated number of hours and overall cost to perform the services described in the Scope of Services.

Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract unless stated otherwise.

The proposer shall also provide price proposals which shall include a proposed not-to-exceed amount for the project as described. It is anticipated that any additional tasks during the term of the contract will be negotiated, and that the hourly rates for such tasks would be those established in the Price Proposal.

Submission of the Pricing Narrative will be evaluated on a Pass/Fail basis.

B. Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

C. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. Reserved (Proposing on Separate Items or in Aggregate(s))

1. Reserved (LBE Bid Discount.)

VIII. RESERVED. (ORAL INTERVIEWS)

IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

Proposers must provide each Required Supporting Documentation ("RSD") identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

RSD #	Evidence that Proposer is 12B compliant or likely to become compliant within 30calendar days of the Proposal Due Date.
RSD #	Completed Proposal Attachments: <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form
RSD #	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.
RSD #	Non-Profit Entities: If Proposer is a non-profit organization and receives a cumulativetotal per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer’s efforts to comply with the Chapter 12Lprovisions regarding public access to Proposer’s meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer’s compliancewith Chapter 12L that were filed with the City in the last two years and deemed by theCity to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent agreement reached on the basis ofthe Proposal.

X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documentsand/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XI. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Socialand Economic Policy Requirements can be found in Attachment 1, City’s Contract Terms, whichProposers are encouraged to carefully review. The Social and Economic Policy Requirements setforth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Contract Terms.

2. Contractor Vaccination Policy Attestation Form

Proposers must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. If Proposer is unable to comply with this Policy, it will be deemed non-responsive unless a City is able to secure a waiver on Proposer's behalf. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

3. Reserved (Administrative Code Chapter 12X)

4. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

- B. Reserved (Prevailing Wage Ordinance)**
- C. Reserved (Health Care Accountability Ordinance)**
- D. Reserved (Minimum Compensation Ordinance)**
- E. Reserved (First Source Hiring Program)**
- F. Reserved (Sweatfree Procurement)**
- G. Other Social Policy Provisions**

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with

them.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier

Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415)554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

B. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g. Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit

restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

C. Proposal Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract

has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Proposal Selection Shall not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

G. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's

Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

H. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

I. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine

the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

K. Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

L. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

M. Proposal Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

N. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

O. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

P. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;

3. Reissue the Solicitation;

4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

Event Details

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	1
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES
Edwards,Athena

Contact:
Phone:
Email: athena.n.edwards@sfgov.org

Event Description

The San Francisco Human Rights Commission is seeking highly qualified proposals for As-Needed Public Relations, Communications, Advertising and Media Services.

Following the evaluation process described in this RFP, the HRC intends to recommend the award of multiple contracts for an initial term of one (1) year with an option to extend for an additional one (1) year. The contract may have a combined not-to-exceed value for all contracts of \$150,000.

Please see the attached for additional information and accompanying appendices for all the vital information regarding the solicitation.

The deadline for submission of written questions of requests for clarification are due on February 22, 2023 at 5:00 pm (PST).

Submittal in response to this event are due on March 1, 2023 at 5:00 pm (PST) through the supplier portal. Late submittals will not be accepted.

General Questions

Question	UOM	Best	Worst	Weighting	Response
----------	-----	------	-------	-----------	----------

Provided the required written proposal for services similar to those as defined in the RFP Document? You must provide this information as an attachment by clicking the link to the right "Add Comments or Attachments".

Required: No Mandatory ResponseNo

Response Comments

Have you provided the required number of corporate references for services similar to those as defined in the RFP Document? You must provide this information as an attachment by clicking the link to the right "Add Comments or Attachments".

0%

Required: Yes Mandatory ResponseNo

Response Comments

What is the total score for each proposer?

Required: No Mandatory ResponseNo

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	2
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena
Phone:
Email: athena.n.edwards@sfgov.org

Response Comments

Provided the required price proposal for services similar to those as defined in the RFP Document? You must provide this information as an attachment by clicking the link to the right "Add Comments or Attachments".

0%

Required: Yes Mandatory ResponseNo

Response Comments

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	3
Event Round	Version		
1	1		
Event Name			
HRC RFP 1 - As Needed Public Relations Services			
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena

Phone:

Email: athena.n.edwards@sfgov.org

Event Currency: US Dollar

Bids allowed in other currency: No

Line Details

No Bid:

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Each **Weighting:** 100% **Bid Qty:** 1

Required: No **Reserve Price:** No

Description: Public Relations, Communications, and Media Services

Question	UOM	Best	Worst	Weighting	Response
What is your bid price?				100%	

Required: Yes **Mandatory Response:** No

Response Comments

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	4
Event Round	Version		
1	1		
Event Name			
HRC RFP 1 - As Needed Public Relations Services			
Start Time		Finish Time	
02/02/2023 10:00:00 PST		03/01/2023 17:00:00 PST	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena
Phone:
Email: athena.n.edwards@sfgov.org

Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	5
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena
Phone:
Email: athena.n.edwards@sfgov.org

Appendix A - Line Specifications

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Each **Weighting:** 100%
Description: Public Relations, Communications, and Media Services

Item Specifications

Manufacturer:		
Mfg Item ID:		
Item Length:	0	Item Height: 0
Item Width:	0	Dimension UOM:
Item Volume:	0	Volume UOM:
Item Weight:	0	Weight UOM:
Item Size:		Item Color:

Shipping Information

Schedule:	1	Ship To:
Quantity:	1	
Due Date:	03/06/2023	
Freight Terms:		
Ship Via:		

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	6
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena
Phone:
Email: athena.n.edwards@sfgov.org

Appendix B - Terms & Conditions

1. GENERAL DISCLAIMER

Information presented on this Web site is collected, maintained, and provided for the convenience of the reader. While every effort is made to keep such information accurate and up-to-date, the City and County of San Francisco does not certify the authenticity of information that originates from third parties.

Under no circumstances shall the City and County of San Francisco be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source nor shall the City and County be liable for any other consequences from any such reliance.

2. EXTERNAL LINKING POLICY

Purpose and Disclaimer

The City permits the establishment of external hyperlinks on its official website only if the links strictly comply with this policy. In establishing and maintaining its official website, the City does not intend to create any forum or other means for public discourse. Rather, the sole and limited purpose of the permitted external links is to provide information about the City and its government for residents, businesses and visitors. The City does not endorse or provide preferential treatment to any third party websites or associated organizations or persons. Additionally, the City does not control third party sites and therefore does not warrant that third party sites are accurate or, reliable, or that they have operational links.

Linking Criteria

Consistent with the foregoing purpose, it is the City's policy to limit external links to the following: a) Other governmental agencies; b) Entities with which the City has an existing formal, contractual relationship; c) Entities or events that receive funding from the City or are otherwise sponsored by the City; d) Entities that contribute to City initiatives and that the City wishes to acknowledge; e) Applications that use datasets from DataSF.org; f) the City's Chamber of Commerce and the San Francisco Travel Association; and g) Webpages that provide free access to traffic and weather information for San Francisco. In addition, the City reserves the right, at any time and without notice, to: a) Deny a link that does not meet the criteria set forth in this policy; b) Deny or discontinue an external link at any time if the website provides or promotes false, slanderous, illegal, infringing or incorrect information; c) Deny or discontinue an external link at any time if a substantial purpose of the linked website is to support or oppose a candidate or ballot measure; d) Remove any external link if the nature of the organization to which the link relates no longer complies with the City's external link policy; e) Revise this policy without prior notice when the City considers such revision to be in its best interests.

3. ACCESSIBILITY POLICY

It is the policy of the City and County of San Francisco that information and services on City and County Web Sites be designed to be accessible to people with disabilities. It is the responsibility of the agency and its web page developers to become familiar with the guidelines for achieving universal accessibility and to apply these principles in designing and creating any official City and County of San Francisco Web site.

According to the latest statistics available from the Bureau of the Census, there are 9.7 million people in the United States who have difficulty seeing the words and letters in ordinary newsprint, equal to 5.0% of the total population. Another 10.9 million people, or nearly 6% of the total population, have difficulty hearing what is said in an ordinary conversation with another person.

The use of the City and County of San Francisco accessibility guidelines will ensure that web sites created by the City and County of San Francisco are developed to serve the largest possible audience. Compliance with these guidelines provides an added benefit to those users with text-based browsers, low-end processors, slow modem connections and/or no multi-media capabilities on their computer. It also allows for access to City and County of San Francisco web sites by new technologies, such as internet phones and personal organizers with internet connectivity.

Cascading Style Sheets

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	7
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

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UNITED STATES
Edwards,Athena

Contact:
Phone:
Email: athena.n.edwards@sfgov.org

This site implements cascading style sheets. Certain early versions of Netscape (4.x and earlier) and Internet Explorer (3.x and earlier) do not fully support this feature, so elements such as links may display differently. If you are experiencing this, you may wish to disable style sheets. You can do this through your browser. In Explorer (5.50), choose Tools, Internet Options, General Tab, Accessibility, and check the "For documents using my style sheet" feature. In Netscape (4.75), choose Edit, Preferences, Advanced, and turn on the Enable Style Sheets feature.

4. PRIVACY POLICY

The Privacy Policy outlines the types of information we gather when you visit our website, as well as some of the steps we take to safeguard it.

Information Collection

- We do not collect personal information about you when you visit our website unless you choose to provide that information to us.
- We collect limited non-personally identifying information your browser makes available automatically whenever you visit a website. This information includes the Internet Address of your computer or network, the date, time, and page you visited on our site, your browser and operating system, and the referring page (the last webpage you visited before clicking on a link to our site).
- We use the aggregated information from all of our visitors to measure server performance, analyze user traffic patterns and improve the content of our site.
- We sometimes track the keywords that are entered into our search engine to measure interest in specific topics, but we do not track which terms a particular user enters.
- Some of our online services require you to register for an account. We ask you for some personal information in order to create an account (typically your name, email address and a password for your account) and we will use that information to provide the service. For certain services, such as our online payment services, we may request credit card or other payment information which may be stored temporarily in encrypted form on secure servers.

Information You Provide

Information volunteered by you through your filling out of our optional online feedback form and contact us form is used to help us enhance our web sites, and may be shared with City and County of San Francisco employees and contractors for that purpose.

Cookies

- We use "cookies" when providing online services such as online payments. We use cookies to improve quality of our service and not to track any personal information.
- The use of cookies is a standard practice among Internet websites and most Internet web browsers may be customized to reject cookies, to only accept or reject cookies by user intervention, or to delete cookies. However, some features may not function properly without cookies.

Information Sharing

We do not give, share, sell, rent or transfer any personal information to a third party, unless we have your consent.

Links

- The City and County of San Francisco uses link and search capabilities to navigate publicly available information from dozens of agencies that are not part of the City and County of San Francisco web site and over whom City exercises no control.
- The privacy policies and procedures described here do not necessarily apply to those sites.
- We suggest contacting these sites directly for information on their data collection and distribution policies.

Site Security

- We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	8
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Bidder: INTERNAL EVENT DETAILS

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Please see submission directions below
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UNITED STATES
Edwards,Athena

Contact:
Phone:
Email: athena.n.edwards@sfgov.org

Event Currency: US Dollar
Bids allowed in other currency: No

cause damage to the site. Anyone using this Web site expressly consents to such monitoring.
- We take appropriate security measures to protect unauthorized access, alteration or destruction of data.

Policy Changes

Please note this Privacy Policy can change from time to time. We expect most such changes to be minor, but will post those changes as they occur.

5. Terms of Use for data.sfgov.org

I. INTRODUCTION

As a convenience to potential users, the City and County of San Francisco ("City") makes a variety of datasets ("Data") available for download through this website. Your use of the Data is subject to these terms of use, which constitute a legal agreement between You and the City and County of San Francisco ("City"). This legal agreement is referred to as the "Terms of Use."

II. ACCEPTING THE TERMS OF USE

A. Means of Acceptance In order to use any of the Data, You must agree to these Terms of Use. You agree to the Terms of Use by either: (1) Clicking to accept the Terms of Use; or (2) Downloading or using any of the Data or any Derivative Work, in which case you understand and agree that the City will treat your download or use of the Data or a Derivative Work as an acceptance of the Terms of Use from that point forward. B. Authority to Accept You represent that you have full capacity and authority to accept these Terms of Use. If you are accepting on behalf of your employer or another entity, you represent that you have full authority to bind your employer or such other entity to the Terms of Use.

III. DEFINITIONS

"Data" means any of the data that is available for download through DataSF.gov and includes any updates to that data. "Derivative Work" means a work that is based in any way or to any extent on the Data including without limitation any work that uses any of the Data in a modified form. "You" or "Your" refers to any individual or entity that seeks to use the Data.

IV. CITY'S INTELLECTUAL PROPERTY RIGHTS NOT AFFECTED

If the City claims or seeks to protect any patent, copyright, or other intellectual property rights in any Data, the website will so indicate in the file containing such Data or on the page from which such Data is accessed. These Terms of Use do not grant You any title or right to any patent, copyright, or other such intellectual property rights that the City or others may have in the Data.

V. EXCLUSION OF WARRANTIES

A. The Data contains information and data compiled and processed by the City and third parties. The City makes no representation or warranty that the information contained in the Data is accurate, true or correct. In using the Data, you understand and agree that the information contained therein is subject to error, and cannot be relied upon without verification or site inspection. B. You understand and agree that your use of the Data is at your sole risk. The Data is made available on an "as is" and "as available" basis without any warranties of any kind, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Should there be an error, inaccuracy, or other defect in the Data, you assume the full cost of correcting any such error, inaccuracy or defect. C. No advice or information, whether oral or written, obtained by you from the City or through or from the Data will create any warranty not expressly stated in these Terms of Use.

VI. LIMITATION OF LIABILITY AND INDEMNITY

A. In no event shall the City be liable for any direct, indirect, incidental, consequential or special damages (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings, or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, or for any claim against You by any third party. In no event shall the City be liable for any claim,

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
SFGOV-0001602809	Buy	RFx	9
Event Round	Version		
1	1		
Event Name	HRC RFP 1 - As Needed Public Relations Services		
Start Time	Finish Time		
02/02/2023 10:00:00 PST	03/01/2023 17:00:00 PST		

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: INTERNAL EVENT DETAILS

Submit To: SAN FRANCISCO CITY COUNTY
Please see submission directions below
San Francisco CA
UNITED STATES

Contact: Edwards,Athena
Phone:
Email: athena.n.edwards@sfgov.org

including claims by third parties, for loss or damages arising from erroneous Data or information contained in the Data. B. To the fullest extent permitted by law, You shall indemnify and save harmless the City, from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from Your use of the Data, including without limitation Your use of the Data in a Derivative Work. In addition to Your obligation to indemnify the City, You specifically acknowledge and agree that You have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to You by the City and continues at all times thereafter.

VII. ACCEPTANCE OF OTHER CONDITIONS

For certain of the Data, there may be additional terms and conditions that are stated in the file containing such Data or on the page from which such Data is accessed. You understand and agree that You are bound by such additional terms and conditions.

VIII. GENERAL PROVISIONS

A. These Terms of Use shall be governed by and interpreted under the laws of the State of California without regard to conflict of laws provisions. Any dispute arising out of these Terms of Use shall be subject to the exclusive venue of the state and federal courts within the Northern District of California, and You and the City hereby consent to the venue and jurisdiction of such courts. B. No modification to these Terms of Use or any waiver of any rights, shall be effective except by an instrument in writing signed by You and the City. The waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. C. These Terms of Use contain the entire agreement and understanding between You and the City with respect to the subject matter hereof and completely replace and supersede all prior agreements, understanding and representations. In no event will any additional terms or conditions be effective unless expressly accepted by the City in writing. D. If any provision of these Terms of Use is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. E. The City may modify these Terms of Use by posting notice of such modifications on this page. Any modification is effective upon posting, unless otherwise indicated. F. You agree that, if the City does not exercise or enforce any legal right or remedy contained in these Terms of Use (or that the City has the benefit of under any applicable law), this will not be taken to be a formal waiver of the City's right to exercise those rights or remedies will still be available to the City. Any waiver of any provision of these Terms of Use will be effective only if the City expressly states in a signed writing that it is waiving a specific provision.

Last Updated: 12/05/2019

Sourcing Event 0001602809
Attachment 3
Written Proposal Template

Instruction to Proposers

Proposer shall use this document as a template on which to provide their Written Proposal responses. Proposals that fail to address each of the requested items in this document in a sufficient and complete manner will be deemed Non-Responsive and/or receive zero points. Proposers may not leave responses to questions blank and may not respond to questions with “To be provided upon request,” “To be determined,” or the like.

In order to receive the maximum amount of points, please be sure to follow this format and thoroughly (but concisely) address each section. Indicate clearly where supplemental documents are being provided.

Submission of a proposal will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

All documents submitted in response to this Solicitation are subject to public disclosure. Therefore, please exclude or otherwise identify confidential or proprietary information, as appropriate.

.....

This Scope of Work is a general guide and is not intended to be a complete list of all necessary work. The Scope of Work for HRC’s Initiatives may include, but is not limited to, the services listed below. Nothing in this RFP or any awarded contract guarantees that work will be assigned. Any services performed under the awarded contract(s) will require prior written authorization from the HRC and a mutually signed work order with detailed project scope, specific deliverables, specific milestones and deadlines, necessary resources, team members and roles assigned, other expenses (e.g., travel), required reports, and include a not-to-exceed project budget amount.

Marketing Strategy and Execution

Work closely with the HRC to develop a multi-year strategic direction including high level goals and objectives for the County marketing programs. The selected respondent will then develop, execute, and track results of the annual marketing plans to meet said goals and objectives. Strategic documents and annual plans will reflect the differing needs of County business units and include:

- Develop a concrete social media strategy using tools like Facebook, Twitter, LinkedIn, and Instagram.
- Create coordinated marketing campaigns (print, broadcast, digital, online, email, etc.) to include a written plan addressing objectives, audience/market description, strategies, tactics, and budgets.

- Media planning & buying: media negotiations, client meetings, correspondence related to specific media plans/buys.

Public Relations

Build messaging that can be used in various channels including earned media, social media, and paid traditional media to geo-target key audiences through relevant channels to drive awareness, create an emotional connection and educate on key actions. Messaging should drive interaction and build excitement through sharing relevant content and providing opportunities to interact with HRC programs and initiatives within San Francisco County to include:

- Develop and pitch storylines and press releases, fact sheets, issue briefings, and initiative or program highlights to the media.
- Preparing and executing marketing programs to promote HRC programs and initiatives.
- Develop and maintain targeted media lists (local, trade, and national).
- Support communication efforts (i.e., blog posts, monthly newsletters, etc.) as needed.
- Utilizing existing in-country network and public relations contacts.
- Strategic planning/execution on the ground for major initiative or program public relations campaigns for HRC.

Content Creation

Develop creative concepts and campaign elements. This includes producing written copy and custom graphics as well as managing the process of working with subcontractors as needed. Selected respondent will work with the HRC to bring approved materials to their final form. Creative materials may include but are not limited to:

- print advertising
- audio/video assets
- digital graphics
- signage
- branded merchandise
- Writing/translating press releases

Website, Social Media Maintenance and Updates

Assist with keeping content on HRC websites, social media updated and maintain the backend systems to insure minimal downtime, including:

- Create and maintain a segmented media/influencer list for HRC's use
- Keeping Event Calendars of both sites up to date as directed
- Making posts or updating pages as requested
- Managing Search Engine Optimization
- Ensure website security and ADA standards are met
- Leverage close relationships with key opinion leaders, travel writers, and journalists to cover HRC stories.

- Provide insight into local social media and technology trends including how to best use social media to disseminate HRC messages.

Written Proposals and Scoring Criteria

The following items constitute the evaluation criteria (and their respective weights), which HRC will use in evaluating proposals submitted in response to this RFP.

Firm experience and similar projects	20
Project team and individual qualifications	30
Description of Services being Provided and Work Approach	50
Total	100

PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate “interview” score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

Firm Qualifications – 30 points

- Respondent’s firm history and structure, including total staff size and composition.
- Respondent’s experience providing economic consulting services to public sector municipal or similar government agency clients, including the representative list of the government clients to whom the firm has provided economic services.
- Pending or current litigation related to economic services provided by the firm.
- Client relationships severed for reasons other than convenience.
- Respondent’s capacity and resources to provide the services under this RFP.

Approach and Cost – 30 points a) Expectations of client involvement or level of effort are appropriate, and questions demonstrate experience with providing services to comparable clients b) Sufficient expertise or methodology to create competitive differences that will be beneficial to the City is demonstrated c) Cost response is sufficiently detailed, reasonable and appropriate

Project Staff Qualifications – 20 points

- Project Staff Qualifications
 - Qualifications and educational backgrounds of lead and project staff members, including subcontractor staff, if applicable, proposed to perform services for the City are appropriately demonstrated for each proposed service indicated in response.
- Past Similar Projects

- Describe previously managed similar public relations and marketing projects completed by the Proposer within the past five (5) years. Each project must be of the type and scope of services specified in this Solicitation.

Description of Services being Provided and Work Approach - 50 Points

Proposer shall provide a Proposal consisting of the services and work approach being offered in response to this Solicitation. Proposer must also provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in this Solicitation. The task scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments. The description provided for each task should include, as appropriate, the following information:

- Approach for coordinating/managing all work activities, including coordination and communication with City staff, to meet project milestones and deliverable due dates.
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality.
- Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items.
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.
- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.
- List of marketing/agency partnerships that may or will utilized for initiatives, campaigns, content, etc.

**Sourcing Event 0001602809
Attachment 1
City's Proposed Agreement Terms**

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**[Insert name of contractor]
[Insert agreement number (if applicable)]**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco ("City"), State of California, by and between [name and address of Contractor] ("Contractor") and City.

Recitals

WHEREAS, the [name of department making purchase] ("Department") wishes to procure [insert short description of the services City intends to buy] from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

[Solicitation] WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID [Enter Number]; and

[No Solicitation] WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section [Enter Admin Code Section]; and

[LBE requirements apply] WHEREAS, this is a contract for Services and there is a Local Business Entity ("LBE") subcontracting participation requirement with respect to the Services, as defined further herein; and

[LBE requirements waived] WHEREAS, this is a contract for Services and the Local Business Entity ("LBE") subcontracting participation requirement for the Services has been waived; and

[Micro LBE Set Aside] WHEREAS, this is a Micro LBE Set Aside Contract as defined by Chapter 14B of the San Francisco Administrative Code; and

[Exempt from 14B] WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

[CSC Approval by Duration] WHEREAS, approval for the Agreement was obtained on **[insert date of Civil Service Commission action or DHR approval date if under \$100K]** from the **[Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission]** under PSC number **[insert PSC number]** in the amount of **[insert Dollar Amount]** for the period of **[insert number of years]**; and

[CSC Approval by Start and End Dates] WHEREAS, approval for the Agreement was obtained on **[insert date of Civil Service Commission action or DHR approval date if under \$100K]** from the **[Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission]** under PSC number **[insert PSC number]** in the amount of **[insert Dollar Amount]** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and
WHEREAS, the City’s **[name of Commission or Board of Supervisors]** approved this Agreement by **[insert resolution number]** on **[insert date of Commission or Board action]**.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and **[insert name of department]**.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California

Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means [insert name and address of contractor].

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on [insert Contractor’s start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 The City has [number of options] options to renew the Agreement for a period of [one year or other time span] each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board

of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if

applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link:
<https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 Grant Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [choose C/D/E etc.], "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 Payment Terms.

Payment Due Date: Unless City notifies the Contractor that a dispute exists, Payment shall be made within [Enter number of days, generally ≥ 30] calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice,

whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(a) **Payment Discount Terms:** The Payment Discount Terms for this Agreement are as follows: [] %/[]Days, Net []. The Payment Discount period begins upon date of completion of delivery of the goods and/or services on a Purchase Order for which payment is sought, or upon date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, “Covered Services”). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set

forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel

4.2.1 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests

regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[Insert names of desired approved subcontractors here] or state where the names of the subcontractors may be found elsewhere in this agreement. If Contractor is not expected to

use any subcontractors and there are no CMD subcontracting requirements, then state “Contractor will not employ subcontractors.” instead of the text in 4.3.2 above.]

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied

as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of [insert whole dollar amount in words and numbers -- no pennies and no ".00"] per calendar day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.8 Bonding Requirements. The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than [insert bonding level] of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage, with limits of **\$1,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Insurance with limits of not less than **\$1,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Pollution Liability Insurance applicable to Contractor's activities and responsibilities under this Agreement with limits not less than **\$X,000,000** each occurrence combined single limit, including coverage for on-site third party claims for bodily injury and property damage.

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 Waiver of Subrogation Endorsements

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other

intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to

report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and

(iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed

work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least [enter percentage] of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the

listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [\[or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved\]](#).

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the

later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this Section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the

employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Preservative Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **[insert name or title of department contact person, name of department, mailing address, and e-mail address]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [C/D/E - insert the appendix letter] incorporated herein by this reference.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the

RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.2.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.2.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.2.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Business Associate Agreement.** This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). A Business Associate Agreement ("BAA") executed by the Parties is attached as Appendix [\[Letter C/D/E etc.\]](#).

13.4 **Management of City Data and Confidential Information.**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data

has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

[company name]

[Department Head Name or Authorized Designee]]
[Title]
[Department]

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

City Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

1. Description of Services

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

3. Reports. Contractor shall submit written reports as requested by the **Human Rights Commission**. Format for the content of such reports shall be determined by the **Human Rights Commission**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **[insert name of department]** will be **[insert name of contact person in department]**.

A. Project Background

B. Project Definitions

C. Project Deliverables

The Contractor shall provide each of the following deliverables in writing to the City for review and approval to achieve the project objectives.

C.1. <Title>
Deliverable 1

C.2 <Title>
Deliverable 2

C.3. <Title>
Deliverable 3

C.4 <Title>
Deliverable 4

Appendix B

Calculation of Charges

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Deliverable	Target Completion Dates	Cost
<Title>		
<u>Deliverable 1:</u>		
<Title>		
<u>Deliverable 2:</u>		
<Title>		
<u>Deliverable 3:</u>		
Total Cost		

Sourcing Event 0001602809
Attachment 2
Proposer Questionnaire and References

Part I
Proposer Information

Name of Firm:	<input type="text"/>
Headquarter Address:	<input type="text"/>
Phone No.:	<input type="text"/>
Toll Free Phone No.:	<input type="text"/>
Contact Name & Title:	<input type="text"/>
E-mail:	<input type="text"/>
SF Supplier ID:	<input type="text"/>
Federal Tax ID:	<input type="text"/>
Payment Terms:	<input type="text"/>
Person Preparing Bid:	<input type="text"/>
Local Representative Name and Number:	<input type="text"/>

Part II
Proposer Questionnaire

Question	Yes	No
1. Do you certify that you have complied and will continue to comply with Section I (G) of this Solicitation entitled “Limitation on Communications during Solicitation”?		
2. Have you registered as a Bidder or Supplier, through the Supplier Portal (https://sfcitypartner.sfgov.org/) ? If yes, what is your Bidder ID or Supplier ID? _____		
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? https://www.paymode.com/city_countyofsanfrancisco		
4. Have you registered your business with the San Francisco Treasurer & Tax Collector as required prior to submission of any Proposal? <i>Enter your Business Tax Registration ID here: _____</i>		
5. Are you claiming LBE preference on this solicitation per Chapter 14B? Note: To claim LBE preference for this solicitation, you must be certified in the following LBE certification categories by the Proposal Due Date: LBE Certification GS007 Advertising Category LBE Certification GS130 Advertising Agencies Category LBE Certification PS002 Community Relations/Public Affairs Category LBE Certification PS033 Public Relations Services Category		
6. Can you comply with the terms set forth in Attachment 1, City’s Proposed Agreement Terms? If you reply NO, you must submit a redline copy of any proposed changes.		
7. Have you entered a price on all line items in the PeopleSoft Sourcing Event in accordance with the instructions in the Solicitation?		
8. Have you submitted with your Proposal all the <u>Required Supporting Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
9. Have you submitted with your Proposal all the <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
10. Have you submitted with your Proposal a <u>Price Proposal</u> that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain.		
11. Have you submitted with your Proposal a <u>Written Proposal</u> that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain.		

Part III
Proposer References

All proposers, including current Contractor, must provide references for at least two (2) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful proposer(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of proposal.

1. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	
2. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	
3. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	

Part IV
Proposer Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **1 As-Needed Public Relations Services Solicitation** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

Part V.
Proposer Certification of Truth, Accuracy, and Completeness

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete. Additionally, by submitting this bid/proposal, I attest that I have reviewed and accepted all terms found in this solicitation, any and all addenda issued to this solicitation, and City's contract terms.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

Sourcing Event 0001602809
Attachment 6
Reserved (First Source Hiring Form)

Sourcing Event 0001602809
Attachment 5
Health Care Accountability Ordinance (HCAO) &
Minimum Compensation Ordinance (MCO) Declaration Forms



Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

Effect on City Contracting. For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

The Purpose of This Declaration. By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-7903.

Where to Send this Form. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Bidder/Supplier # - if known

()

Company Name

Phone

Federal Employer ID #

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430
1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102

MCO/HCAO TEL (415) 554-7903 • FAX (415) 554-6291
WWW.SFGOV.ORG/OLSE



Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-7903.

Where to Send this Form. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name

(_____)_____
Phone

Federal Employer ID #

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430
1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102

MCO/HCAO TEL (415) 554-7903 • FAX (415) 554-6291
WWW.SFGOV.ORG/OLSE