May 22, 2020

RE: RFQ – Litigation Support Services
Legal Copying, Document Imaging, Coding and Printing, and E-Discovery

The San Francisco City Attorney's Office is seeking qualified vendors to create a pre-qualified list of contractors from which the City Attorney's Office may choose for litigation support services on an as needed basis. This Request for Qualifications specifies three distinct service areas of litigation support, as follows: (1) Basic Paper Copying and Scanning of Documents; (2) Document Imaging, Coding, and Printing; and (3) Electronic Discovery Services. Respondents are encouraged to respond only for those services in which experience and qualifications can be demonstrated.

Respondents chosen through this process ("Qualified Respondents") will be eligible to participate in a pool of qualified vendors to provide litigation support services for a period of three years. The City Attorney's Office is not guaranteeing any minimum amount of work to any contracted vendor.

We invite you to respond to the enclosed RFQ by 5:00 p.m. on Friday, June 26, 2020.

Responses should be submitted by mail or hand delivered as follows:

**U.S. Mail**
San Francisco City Attorney's Office
1390 Market Street, 5th Floor
San Francisco, CA. 94102
Attention: Mary Jane Winslow

**Hand Delivery**
San Francisco City Attorney's Office
1390 Market Street, 7th Floor
San Francisco, CA. 94102
Attention: Mary Jane Winslow
DUE DATE – Qualifications Statement: Proposals must be received no later than 5:00 p.m. on Submission Deadline of Friday, June 26, 2020. Postmarks will not be considered in judging the timeliness of the submission. Proposals may be delivered in person or sent via courier or U.S. Mail to:

MARY JANE WINSLOW
San Francisco City Attorney’s Office
1390 Market Street, 7th Floor
San Francisco, CA. 94102

Other means of transmission (including e-mail) will not be accepted. Late submissions will not be considered.

SUMMARY – QUALIFICATIONS STATEMENT: FORMAT AND CONTENT

The following is a summary of submission requirements that are specified in Section 5, Qualifications Statement – Submission Requirements, of the RFQ. The proposal shall be typed on white, letter-sized recycled paper, print double-sided to the maximum extent practical, and bind each copy individually. To respond to this RFQ, a candidate must submit two (2) copies of its proposal in a sealed envelope that is clearly marked Litigation Support Services on or before the submission deadline. Because proposers may submit multiple proposals, please indicate clearly whether the content is for: #1 Basic Copying and Scanning Services, #2 Document Imaging, Coding, and Printing Services, or #3 Electronic Discovery Services.

If applicable for your firm, please include Local Business Enterprise (LBE) certification by the Contract Monitoring Division (CMD), of the City and County of San Francisco

Firms interested in responding to this RFQ must submit the following information in the order specified below, labeled and indexed:

1. Scope of Services. Indicate whether the proposal is to provide one, two, or three types of services.
   #1 Basic Copying and Scanning Services
   #2 Document Imaging, Coding, and Printing Services
   #3 Electronic Discovery Services

2. Authorized Representative. Specify the following information of the person authorized to represent the firm with respect to all notices, discussions, and other communications relating to this RFQ, to any further selection process and to any negotiations relating to the Contract:
   (1) Name of Firm
   (2) Name of Authorized Representative
   (3) Title of Authorized Representative
3. Main Contact Person. Specify the following information of the person at the firm who will be the main contact in regards to services and billing issues:
   (1) Name of Firm
   (2) Name of Main Contact
   (3) Title of Main Contact
   (4) Mailing Address of Main Contact
   (5) Email Address of Main Contact
   (6) Telephone number(s) of Main Contact

4. Written Representation re: City Contracting Requirements: A representation that the firm is able and willing to comply with all of the contracting requirements described in Section 7 of this RFQ. The following documents should be submitted as part of the RFQ Response:

   1. W-9 Form (Taxpayer ID Number) and Supplier ID Number
      If you are a firm that currently holds a contract to provide litigation support services to the San Francisco City Attorney’s Office AND a change of ownership, or a change in name, or a change in Taxpayer ID Number number has occurred, please specify the old and current information.
   2. San Francisco Business Tax Declaration (Form No. P-25) or San Francisco Business Tax Certificate
      Note: Form submission to the Contracts Monitoring Division (CMD) is not complete if it does not include the additional documentation requested on the form. Other documentation may be required by CMD depending on the respondent’s answers on this form.
   4. Evidence of insurance as specified in Section 8.2 of the RFQ.

5. APPENDIX B – Fee Schedules. Complete the Fee Schedule for Category #1, Basic Copying and Scanning Services, in the WORD document ONLY. Do Not Submit the Fee Schedule for Basic Copying and Scanning Services in any format other than the Word Document. For Category #2, Document Imaging, Coding, and Printing Services, provide calculation of costs as specified in Section 5.B.3, Cost Schedule: Document Imaging, Coding, and Printing Services. For Category #3, Electronic Discovery Services, provide calculation of costs specified in Section 5.C.1, Cost Schedule: Category #3 Electronic Discovery Services.

6. Letter of Introduction. A letter of introduction signed by a person authorized by your firm to obligate your firm to perform the commitments contained in your proposal. Submission of
this letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

7. **Description of Respondent.** State the headquarters address, a description of the Respondent's organizational structure (e.g., corporation, partnership, limited liability company), the jurisdiction in which Respondent is organized and date of such organization.

8. **Minimum Qualifications.** A brief description of how firm meets each one of the following minimum qualifications specified in Section 4:

   (1) **Representation re Goodstanding, Licenses, Etc.**
   A representation that the Respondent is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform the Work and conduct the Respondent’s business.

   (2) **Experience.**
   A. Describe your company's experience performing litigation support services for private, governmental, and public law offices during the last twelve months. Include information to demonstrate your expertise with the services that you are seeking to provide. Include a response to one or more of the following, as applicable:
   
   - Specific equipment and/or technology and experience that is used with high volume **basic paper and scanning** jobs. Differentiate between off-site jobs and on-site jobs in describing the equipment used.
   
   - Specific technology and experience that is used with **document imaging and printing** services.

   - Specific technology and experience that is used with **document coding** services.

   - Specific technology and experience that is used with **electronic discovery** services.

   B. Describe any other asset, expertise, data or technology that provides your company with a competitive edge or advantage that will provide a benefit to the City Attorney's Office.

(3). **Staffing.**

1. Describe the staffing structure proposed for services under this RFQ. Include the number of employees trained to perform services, the number of employees that are available to receive and process jobs after 5:00 p.m. and during weekends, and the number of employees that are assigned to pick-up and deliver jobs.

2. Describe the internal system used to provide quality control of all jobs.
(4) **Current Client References.** Provide two current client references. Do not include the San Francisco City Attorney’s Office. Provide law law offices of the approximate size and service requirements of this contract proposal. Information shall include:

- Name of law office and address;
- Contact person;
- Title of contact person;
- Telephone number and email address;
- Dates services were provided;
- Brief description of work completed for client;
- A statement of express permission for the City to contact any identified previous client and request information on the performance of the candidate.

9. **Scope of Work.** Describe plans to satisfy the Scope of Work specified in Section 2 of this RFQ, particularly Section 2.A.2 and Section 5.B.1 through 5.B.2, Category #2: Document Imaging, Coding and Printing Services, and Section 2.A.3 and Section 5C and 5.C.1, Category #3: Electronic Discovery Services. Separate descriptions are required for those submitting proposals in both scopes of work. Submit samples of work as specified for each category of service in Section 5.
Request for Qualifications

-for-

LITIGATION SUPPORT SERVICES

LEGAL COPYING, DOCUMENT IMAGING, CODING AND PRINTING AND E-DISCOVERY SERVICES

DUE DATE: 5:00 PM ON FRIDAY, JUNE 26, 2020
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Appendices:

A. Standard Forms -- Listing and Internet addresses of Forms related to:
   Taxpayer Identification Number and Certification,
   Business Tax Declaration, and
   Chapters 12B and 12C of the S.F. Administrative Code

B. Fee Schedule – Category #1 Basic Copying and Scanning

C. Sample Agreement for Professional Services (Form C-600)
City and County of San Francisco
OFFICE OF THE CITY ATTORNEY

Request for Qualifications
Litigation Support Services

SECTION 1. INTRODUCTION.

It is the intent of the San Francisco City Attorney's Office ("City Attorney's Office") to create a pre-qualified list of contractors from which the City Attorney's Office may choose for litigation support services on an as-needed basis. This Request for Qualifications ("RFO") specifies three distinct service areas of litigation support for which the City Attorney's Office may require service; respondents are encouraged to respond only for those service areas in which experience and qualifications can be demonstrated. This may include one, two, or all three of the service areas described in Section 2 of this RFO.

Respondents chosen through this process ("Qualified Respondents") will be eligible to participate in a pool of qualified vendors to provide litigation support services. The Qualified Respondents will have the opportunity to enter into a contract ("Contract") to perform any or all of the work in the category(ies) of services ("Work") described in Section 2A of this RFO with the City Attorney's Office for an initial term of three (3) years, with one (1) option to extend for two (2) additional years. Vendors that currently provide litigation support services for the City Attorney's Office must respond to this RFO and be selected in order to continue their work for the City Attorney's Office. The City Attorney's Office reserves the right to select any of the contracted vendors to perform litigation support services.

The City Attorney's Office is not guaranteeing any minimum amount of work to any contracted vendor.
SECTION 2. SCOPE OF WORK.

This scope of work is a general guide to the work the City Attorney’s Office expects to be performed, and is not a complete listing of all services that may be required or desired for litigation support services. The City Attorney’s Office is soliciting qualifications to create a pre-qualified list of litigation support firms that may be selected to perform three categories of services: 1) Basic Paper Copying and Scanning; 2) Document Imaging, Coding and Printing; and 3) Electronic Discovery services, each such service is described more fully below. The City Attorney’s Office is not guaranteeing any minimum amount of work to any Respondent who is determined to be a Qualified Respondent and enters into a contract. The City Attorney’s Office may issue a request for price quotes on a job by job basis.

Respondents may respond to this RFQ to provide services in any one, two, or three categories as described below. The following work tasks must be accomplished but should not to be construed as all inclusive for the purposes of performing litigation support services.

2A Categories of service:

The following definitions of "on-site" and "off-site" apply to all categories of service.

"On-site" means on the premises of the Respondent.

"Off-site" means traveling to a location off-site of the premises of the Respondent.

Off-site copying may require the Respondent to go to a courthouse, administrative governmental office, school, medical and business office, and/or hospital or any other site designated by the City Attorney’s Office within or outside of the city of San Francisco to copy records. The respondent may be required to provide and use portable equipment with a multiple page feeder.

Additionally, all categories of service require that all jobs performed for the City Attorney’s Office must include free pick-up and delivery by the Respondent to various locations of City Attorney offices.

2.A.1. Category #1: Basic Paper Copying and Scanning of Documents

Qualified Respondents shall have the equipment for and ability to perform the following:

a. On-site and/or off-site microfilm to hard copy. Travel to various sites designated by City to make hard copies from microfilm files, records, etc. and deliver hard copies to the City Attorney’s Office.

b. On-site and/or off-site hard copy to electronic by scanning. Travel to sites designated by City to scan files, records, etc. and deliver CD-ROM or by other means as specified by the City Attorney’s Office and hard copies to the City Attorney’s Office.
On-site and/or off-site hard copy to hard copy. Travel to various sites designated by City to make hard copies from files, records, etc. and deliver hard copies to the City Attorney's Office.

d. Off-site copying of X-rays, MRI and CT scans and deliver to the City Attorney's Office.

e. High quality color reproduction in digital format and/or hard copy from a color and/or black and white original by use of equipment to produce the best possible copy. Original may include hard copy or digital photographs.

f. Various methods of document binding for exhibits including bookbind, velobind, and binding with Acco fasteners.

Qualified Respondents shall be able to provide basic paper copying and scanning services including but not limited to, producing copies, in the following forms:

a. Regular paper (8.5" x 11") single side or two-sided

b. Legal paper (8.5"" x 14") single side or two-sided

c. Large paper (11" x 17") single or two-sided

d. Mixed sizes of paper contained in files and records – single or two-sided

e. Un-stapling originals and re-stapling after photocopying or scanning.

f. Stapled sets of copies to conform to a stapled original set.

g. Collated sets of copies to conform to original set.

h. Copies to conform to pagination/page numbering and color page slips of original set.

i. Three hole punched copies.

j. Two hole punched copies.

k. Binding of documents:

- In each of, hard cover, soft cover, spiral ring, velo binding, etc.
- Front covers/backings shall be available in a variety of colors and weights.
- Various methods of document binding shall be provided including but not limited to, exhibits and alpha-numeric exhibit tabs.
- Supply and/or custom make letter and number (higher than 100) tabs and insert side and/or bottom tabs for exhibits.

l. Bates stamping of copies or originals.

m. Expedited, overnight copy of documents after 5:00 p.m.

n. Enlarge and mount documents on foam board, up to 35" x 45" in size.

o. Reproduce or scan blue prints.

p. Reproduce or scan large/oversized documents (e.g. striping maps which are 22" x 36").
q. Reproduce by reducing oversized documents to 8.5" x 11", 8.5" x 14", or 11" x 17".

r. Reproduce high quality color photograph prints from 8.5" x 11" to an oversized document.

2. A. 2  **Category #2: Document Imaging, Coding, and Printing Services**

Qualified Respondents shall perform the following document imaging, coding and printing services:

a. Scan original documents according to the original boundaries of the document as maintained in the normal course of business, including, but not limited to, the following:

1) Document level boundaries at the smallest physical level

2) Attachment level boundaries

3) File level boundaries

b. Scan 8.5" x 11", 8.5" x 14", 11" x 17" originals to a size for size color with optimal color image format.

c. Scan oversized originals. Oversized means any document larger than 11" x 17" in size.

d. Scan color originals to a photo quality JPEG image file.

e. Capture file folder titles, custodian information, and file box number or title information that is provided by the City Attorney's Office at the time the job order is placed.

f. Deskew and despeckle images for optimal quality.

g. Generate page level image and document data files that are compatible with the following software:

   1) Concordance

   2) Concordance Image

   3) Summation

   4) IPro

   5) Trial Director

   6) CaseMap

h. All scanning jobs from the City Attorney's Office must include free pick-up, delivery, and return of all original documents by the respondent to various locations of the City Attorney offices.

i. Travel to various sites designated by the City Attorney's Office to scan documents on the premises of the designated site.
j. Scan documents using page level and or document level OCR (optical character recognition).

k. Produce color prints that are high resolution photo quality for use in trial proceedings.

l. Produce blow back prints of scanned documents that are black and white, size for size, and/or color for color.

m. Physically reconstruct blow back prints with bates numbers (SKU) for court filings and according to original document boundaries on multiple levels.

n. Produce blow back prints with color slip sheets that represent the original physical boundaries captured during the scanning.

o. Binding of documents:
   - In each of, hard cover, soft cover, spiral ring, velo binding, 3-ring binder, etc.
   - Front covers/backings shall be provided in a variety of colors, card stock in a variety of weights
   - Various methods of document binding shall be provided, including but not limited to exhibits and exhibit tabs
   - Supply and/or custom make alphabetical and numeric (higher than 100) tabs and insert side and/or bottom tabs for exhibits.

p. Document Coding Services, including the following:
   - Bibliographic document coding.
   - Logical unitization of documents.
   - Optional use by the City Attorney's Office of scalable coding services.
   - Coded data shall be delivered in an ASCII delimited format compatible with Concordance, CaseMap, and/or Trial Director.

2.A.3 **Category #3: Electronic Discovery Services**

Qualified Respondents must possess the ability, tools and current technology to provide the following components in processing electronically stored information during electronic discovery:

a. Perform forensically sound data collection from shared network drives and local computer hard drives at sites directed to by the City Attorney's Office.

b. Perform complete hard drive ghosting, including the recovery of deleted files.

c. Generate and maintain chain of custody documentation for electronic file collections and any electronic media provided to the contractor for electronic discovery services and/or analysis.
d. De-duplication of electronic files to segregate by custodian and across a global project.

e. Extract all relevant metadata from electronic files including full text. Provide metadata in a Concordance database format according to the specifications of the City Attorney's Office on a case by case basis.

f. De-NIST to exclude from processing all file types known to be non-relevant and have no significance to the electronically stored information. Such exclusions may include: executable files; system files; program files.

g. Cull data based on:
   1) key terms search
   2) Boolean search
   3) proximity search
   4) file type
   5) fuzzy logic
   6) date range

h. Image conversion of a native file to an image format and conversion of electronically stored information to a fixed format image.

i. Extract the packaged files, including e-mail attachments.

j. Repopulate de-duplicated electronically stored information and identify it.

k. Generate an exception report that identifies all supported file types which failed to convert to a fixed format image or require special handling.

l. Automated exception processing. Identify exception files that require special attention during a production and use an established methodology to process the files.

m. Perform OCR (optical character recognition).

This scope of work (Sections 2.A.1 through 2.A.3) is a general guide to the work the City Attorney's Office expects to be performed, and is not a complete listing of all services that may be required or desired.

SECTION 2B. CONDITIONS.

2.B.1 Responsibility of the Contractor.

In submitting a proposal, Respondents agree to the following responsibilities:

1. The services to be performed by the Respondent, including the locations and areas for which it services, the hours for which such services are to be performed, and the
response time to requests for service shall be subject to the requests of the City Attorney's Office.

2. The Respondent must be independent and, as such, the hiring, training, uniforming, equipping, supervising, directing and discharging of their employees shall be the responsibility of the respondent. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of the respondent.

3. The Respondent will be responsible for maintaining the integrity of the original documents and data before, during and after being reproduced or processed. Any orders that have documents not reproduced and/or returned incomplete will not be chargeable to the City Attorney's Office. Partial deliveries will be acceptable with prior approval by electronic communication or email of the City Attorney's Office.

4. The Respondent will agree by a signed confidentiality agreement to be responsible for the handling of all documents, materials, and data furnished by the City Attorney's Office in a safe and confidential manner including loss or damage incurred during transport, handling or delivery.

5. The Respondent will provide with invoice, if requested by the City Attorney's Office, proof of delivery, date, time and person from whom materials are either picked up or delivered.

6. Only actual costs charged to respondent by custodians of records may be billed. Respondent will verify costs charged by custodians of records when requested by the City Attorney's Office.

7. Respondent will sign a declaration and/or provide testimony regarding the validity of any electronic file collection that is requested by the City Attorney's Office or a judge in a court of law.

8. The Respondent, including all employees, shall be required to maintain confidentiality of all documents and data handled by the respondent for the City Attorney's Office. The Respondent and employees assigned to the work may be required by the City Attorney's Office to separately agree in writing to maintain the confidentiality of materials and data in certain cases.

9. The Respondent will be required to provide pickup and delivery services, as follows:

   (1) Respondent will be notified by telephone, fax, mail, or e-mail when the City Attorney's Office has an order ready for pick-up, and at what location. The order completion time clock begins from the time the order is phoned in or sent to the Respondent.

   (2) The Respondent must make delivery according to service requested, i.e. next business day, two-day, three-day or standard. On-time performance is of the
essence for each order placed by the City Attorney's Office. Any order not made within the requested service time, unless approved by the City Attorney's Office, or not made at all, will not be chargeable to the City Attorney's Office.

(3) Failure to meet delivery requirements shall be considered unsatisfactory performance and the City Attorney's Office may terminate a contract for default.

2.2 Standards of Performance.

1. Respondent must be able to accept orders via telephone, fax, e-mail, or at its website 24 hours a day, seven days a week.

2. Respondent must acknowledge receipt of orders via phone, fax, or e-mail within four business hours from the time the City Attorney's Office makes such order and agree in such acknowledgement to the delivery date and time specified by the City Attorney's Office.

3. Respondent must be able to trace an order if delivery is not received as agreed.

4. Respondent must communicate immediately and directly with its contact at the City Attorney's Office about any questions, changes, and/or problems that may develop with the order.

5. Paper copies must be clear and readable. If the original is in poor condition and does not permit clear copies, the poor copy must be labeled "Original of Poor Quality".

6. Paper copies must be arranged in the same order as the original. Copied medical and legal records must be tabbed and grouped as the originals were tabbed and grouped.

7. Database projects must be delivered in accordance with the exact specifications provided by the City Attorney's Office.

2.3 Recycled Products.

All documents are subject to the following requirement.

The City and County of San Francisco requires a recycled product made with recovered materials whenever they meet the requirements in Chapter 5 – Resource Conservation Ordinance, SEC. 506, Purchase and Use of Printing and Writing Paper Products, which reads as follows:

(a) Every publication exhibit, form and letter produced by a City department, including all materials distributed to the public shall be on printing and writing paper products that are of:
One hundred (100%) post-consumer materials for copier and bond paper (including any uncoated duplicating, printer and letterhead paper used in a variety of end use applications such as business forms and offset printing, but excluding high quality papers used for stationery, envelopes and other specialty items);

SECTION 3. SUBMISSION PROCESS AND SCHEDULE.

3.1 Time and Place for Submission of Qualification Statements.

Qualification Statements along with attachments and all required materials must be received no later than 5:00 p.m., on Friday, June 26, 2020.

Qualification Statements may be delivered in person or sent via courier or U.S. mail to:

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<tr>
<th>Hand Delivery or Courier Address</th>
<th>U.S. Mail Address</th>
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<tbody>
<tr>
<td>Mary Jane Winslow</td>
<td>Mary Jane Winslow</td>
</tr>
<tr>
<td>San Francisco City Attorney's Office</td>
<td>San Francisco City Attorney's Office</td>
</tr>
<tr>
<td>1390 Market St., 7th Floor (Fox Plaza)</td>
<td>1390 Market Street, 5th Floor</td>
</tr>
<tr>
<td>San Francisco, CA. 94102</td>
<td>San Francisco, CA. 94102</td>
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Postmarks will not be considered in judging the timelines of submissions. Responses submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to postal or delivery service failure.

Complete, but concise responses, are recommended for ease of review by the Evaluation Team. Responses should provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFQ. All parts, pages, figures, and tables should be numbered and clearly labeled.

3.2 The Qualifications Statement must include:

(1) The original printed response (with original signatures) should be labeled as "Original."

(2) One (1) printed copy of each Qualifications Statement with pages bound by a method of the Respondent's choosing. Responses for more than one category of service must be submitted as a separate Qualifications Statement.

(3) One (1) CD-ROM containing entire contents as specified in section 4G.2 and 4G.3. The CD-ROM and electronic files on the CD-ROM must be labeled with the Respondent's name. All files should be submitted in unprotected PDF or Word Format.

The Qualifications Statement must be packaged in a box or envelope clearly marked: RFQ San Francisco City Attorney's Office, Litigation Support Services.
Respondents are advised to review Sections 4.2, 6, 7, and 8.2 of this RFQ before beginning work on the Qualifications Statement to ensure they can meet the City's requirements.

3.3 Estimated Schedule.

The following schedule sets forth the timetable for the selection of Qualified Respondents. The dates given for items 3 and 4 are merely estimates and are not binding on the City.

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<td>May 22, 2020</td>
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<td>2. Submission Deadline</td>
<td>June 26, 2020 at 5:00 p.m.</td>
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<tr>
<td>3. Commencement of Evaluation Process</td>
<td>July 20, 2020</td>
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SECTION 4. MINIMUM QUALIFICATIONS

The Minimum Qualifications are used by the City Attorney's Office to determine whether the Respondent and the proposed staff have had experience in litigation support services comparable to the services the City Attorney's Office is requesting. Respondents not meeting these minimum qualifications, as determined by the City Attorney's Office, will not be considered, and their responses will be deemed non-responsive and not be evaluated or eligible for award of any subsequent contract(s).

In order to be selected as a Qualified Respondent, Respondents must meet each of the following requirements:

4.1 Goodstanding, Licenses, Etc.

If not an individual, the Respondent must be a validly existing legal entity, qualified to do business and in good standing in the State of California. In addition, each Respondent must have all necessary licenses, permits, approvals and authorizations necessary in order to perform the Scope of Work and conduct the Respondent's business.

4.2 Other City Contracting Requirements.

The Respondent must comply with the City contracting requirements set forth in Section 9, all Conditions in Section 2B of this RFQ, and must be current in payment of San Francisco Business Tax. Specifically, the Respondent must furnish documentation of compliance or attempt to comply with the following requirements:

A. Taxpayer Identification Number and Certification W-9 Form
B. San Francisco Supplier ID Number
C. San Francisco Business Tax Declaration P-25 Form
   http://www.sfgov.org/oca/purchasing/forms.htm
D. S.F. Administrative Code Chapters 12B and 12C Declaration: Nodiscrimination in Contracts and Benefits HRC-12B-101 Form
E. Evidence of insurance as specified in Section 9.2 of this RFQ.

4.3 Experience.

All respondents must be primarily engaged in providing at least one of the following services for the legal profession: 1) photocopying and/or document reproduction business; 2) document imaging and/or coding; or 3) electronic discovery. They must have at least one year of experience providing services to private, public or governmental law offices that are similar to the Work in size and scope. They must be capable of complex and large volume document (at least 50,000 pages of documents) and/or data (at least 10 gigs of data) requests in standard or rush service (24 hours) request.

Qualified Respondents must have completed more than 200 jobs or transactions with law offices similar to the Work in size and scope.

4.4 Staffing.

The Respondent must have management and personnel sufficient in number, availability and qualifications to perform the Work in the manner required by the City Attorney's Office, including but not limited to the following:

- At least one supervisor assigned to ensure quality control through oversight of all assignments;
- Staff representatives committed to providing quality services and travel to City Attorney offices at various locations to consult and pick-up litigation support jobs;
- Provision of at least two personnel after 5:00 p.m. to 12:00 mid-night to receive and process expedited litigation support jobs and overnight service;
- Staff experienced with copying from hard copies, computer disks, and microfilm, scanning hard copies to computer disk, or staff experienced with electronic imaging and printing, document coding, and using electronic tools in processing electronic discovery.
- Staff experienced with copying jobs of at least 15 boxes of files and/or 50,000 pages of documents or at least 10 gigs of data in a timely manner, or staff trained and experienced with tools that are used in complex electronic imaging, coding, printing, and electronic discovery services.

4.5 Equipment.

The Respondent must have equipment, vehicles, and software sufficient in number, type, availability and appropriate to perform the Work in the manner required by the City.
Attorney's Office, including the pick-up of at least 15 boxes of files and the provision of
portable equipment with a multiple page feeder to copy documents where they are located.

4.6 **Litigation Support Services Costs.**

The Respondent must have an effective cost schedule and process that is used to estimate
the itemized and total cost when the job is requested. The City Attorney's Office may issue
a request for price quotes on a job by job basis.
SECTION 5 QUALIFICATIONS STATEMENT – SUBMISSION REQUIREMENTS.

Respondents must submit a separate Statement of Respondent’s Qualifications (a “Qualifications Statement”) for each category of service which the Respondent seeks to provide on or before the submissions deadline (the “Submissions Deadline”) set forth in Section 3.1 of this RFO. The Qualifications Statement must be signed by a person authorized to bind the Respondent to the representations, commitments and statements contained in the Qualifications Statement. The Qualifications Statement must contain the following information and documents:

5.1 Services.
Indicate which category of Work of litigation support as described in Sections 2A.1 through 2A.3, your company is seeking to provide.

Category #1: Basic Paper Copying and Scanning of Documents
Category #2: Document Imaging, Coding and Printing Services
Category #3: Electronic Discovery Services

5.2 Authorized Representative.
The name, email address, telephone number, postal address, and facsimile number of the person authorized to represent the Respondent with respect to all notices, negotiations, discussions and other communications relating to this RFQ, to any further selection process and to any negotiations relating to the Contract. In addition, the headquarters address of the Respondent.

5.3 Main Contact Person.
Specify the following information about the person at the firm who will be the main contact in regards to services and billing issues:
Name of Firm
Name of Main Contact
Title
Email Address
Telephone Number(s)
Mailing Address

5.4 Representation re City Contracting Requirements.
A representation that the Respondent complies or is attempting to comply with all of the contracting requirements described in Section 9 of this RFQ and all Conditions in Section 2B of this RFQ. The following documents must be submitted as part of the Qualifications Statement:

1. W-9 Form (Taxpayer ID Number) and City 5 digit Supplier ID Number.
2. San Francisco Business Tax Declaration (Form No. P-25) or San Francisco Business Tax Certificate.


   **Note:** Other documentation may be required by the Office of Contract Compliance depending on the respondent's answers on this form. Respondents should initiate the compliance process. Certification of compliance must be in place prior to being offered a contract, if selected as a qualified vendor.

4. Evidence of insurance as specified in Section 8.2 of this RFQ. **Note:** It is not necessary to add City and County of San Francisco as an Additional Insured during the evaluation and selection process.

5.5 **Cost Schedules.**

   **Category #1, Basic Copying and Scanning Services** -- Complete the Fee Schedule, Appendix B, in the Word document ONLY. Do not submit this fee schedule in any other format.

   **Category #2, Document Imaging, Coding, and Printing Services** – Provide calculation of costs as specified in Section 5.B.3 of the RFQ.

   **Category #3, Electronic Discovery** – Provide calculation of costs as specified in Section 5.C.1.

5.6 **Letter of Introduction.**

   A letter of introduction signed by a person authorized by your firm to obligate your firm to perform the commitments contained in your proposal. Submission of this letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

5.7 **Description of Respondent.**

   State the headquarters address, a description of the Respondent's organizational structure (e.g., corporation, partnership, limited liability company), the jurisdiction in which Respondent is organized and date of such organization.

5.8 **Minimum Qualifications.**

   A brief description of how firm meets each one of the following minimum qualifications specified in Section 4:

   **A. Representation re Goodstanding, Licenses, Etc.** A representation that the Respondent is in good standing in the State of California and has all necessary licenses, permits, approvals and authorizations necessary in order to perform the Work and conduct the Respondent's business.
B. Experience. Describe your company's experience performing litigation support services for private, governmental, and public law offices during the last twelve months. Include information to demonstrate your expertise with the services that you are seeking to provide. Include a response to one or more of the following, as applicable:

1) Specific equipment and/or technology and experience that is used with high volume *basic paper and scanning* jobs. Differentiate between off-site jobs and on-site jobs in describing the equipment used.

2) Specific technology and experience that is used with *document imaging and printing* services.

3) Specific technology and experience that is used with *document coding* services.

4) Specific technology and experience that is used with *electronic discovery* services.

Describe any other asset, expertise, data or technology that provides your company with a competitive edge or advantage that will provide a benefit to the City Attorney's Office.

C. Staffing.

1. Describe the staffing structure proposed for services under this RFQ. Include the number of employees trained to perform services, the number of employees that are available to receive and process jobs after 5:00 p.m. and during weekends, and the number of employees that are assigned to pick-up and deliver jobs.

2. Describe the internal system used to provide quality control of all jobs.

D. Current Client References. Provide the names of three law offices of the approximate size and service requirements of this contract proposal. Information shall include, but not be limited to, name of the law office, approximate volume of service and name and phone number of person to contact.

5.9 **Scope of Work.** Briefly describe plans to satisfy the Scope of Work specified in Section 2 of this RFQ, particularly Section 2.A.2 and Section 5.B.1 through 5.B.2, Category #2: Document Imaging, Coding and Printing Services, and Section 2.A.3 and Sections 5C and 5.C.1, Category #3: Electronic Discovery Services. Separate descriptions are required for those submitting proposals in both scopes of work.

**Sample Copies of Work Performed for Law Offices and Cost Calculations**

Sample work as described below should be work performed for law offices other than the City Attorney's Office and not contain any privileged, confidential, or case sensitive information. Samples should not contain information identifying a specific case or named individuals. The specific types of sample work are described under each category of service in the sections that follow.
5A **Category #1: Sample Copies: Basic Paper Copying and Scanning**

Provide sample paper copies of the following items:

1. Copy of one oversized document (at least 35" x 45") that required size reduction to 8 ½" x 14" or 11" x 17".
2. One bound pleading that includes pagination and exhibit tabs.
3. Two copies produced from microfilm documents.

**Respondents must complete the Fee Schedule for Category #1 Basic Paper Copying and Scanning which follows with the firm’s rates for each item.** Fees or charges for any additional services not listed but offered by the firm must be clearly described and listed by firms.

**FEE SCHEDULE CATEGORY #1 Basic Paper Copying and Document Scanning**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>Comments or Additional Information</th>
</tr>
</thead>
</table>
| Black & White Copying and Scanning:  
  1. 8.5" x 11" or 11" x 14" single sided or two-sided p/page: | | |
| Grade A (Auto-Feed)  
  • No staples or clips  
  • Requires no preparation  
  • All single-sided & same size pages | | |
| Grade B (Light Duty)  
  • Few staples, some tabs, some slip-sheets  
  • Large sections of documents, all same sized  
  • All two sided "A" work | | |
| Grade C (Medium Duty)  
  • Stapled/Clipped sections of 20-40 pages  
  • Mixed size, poor quality/contrast originals  
  • Any "Pick-n-Choose" project | | |
| Grade D (Heavy Duty)  
  • Stapled/Clipped sections of 2-20 pages  
  • Mixed size, poor quality/contrast originals  
  • Any "Pick-n-Choose" project | | |
| Grade E (Glasswork)  
  • 75% - 100% of originals copied page-by-page  
  • Odd sized documents: checks, receipts, etc.  
  • Poor quality, poor contrast or fragile originals | | |
| 2. 11" x 17" Documents, single or two-sided | | |
| 3. Oversize Documents B/W | | |
| Reproduce or scan blue prints | | |
| Reproduce or scan oversized documents (e.g. striping maps that are 22" x 36") | | |
| 4. 3-Hole Punch Paper | | |
5. 2-Hole Punch Paper  
6. Manual labor (inserting/folding/assembly)  

7. **Digital Color Scanning & Copying:**  
   - 8.5” x 11” Documents  
   - 8.5” x 14” Documents  
   - 11” x 17” Documents  
   - Oversize Documents  

8. **Mobile Scanning & Copying:**  
   - On-Site Setup Fee  
   - Scan/Copy BW  
   - Scan/Copy Color  


10. **Tabs:**  
    - Regular  
    - Alpha Numeric Tabs  
    - Alpha Numeric Tabs (high numbers/higher than 100)  
    - Custom/Specialty  

11. **CD duplication/provision**  
12. **DVD duplication/provision**  

13. **Binding of documents:**  
    - Hard Cover  
    - Soft Cover  
    - Spiral Ring  
    - Velo Binding  
    - Coil Binding  
    - Acco Binding  
    - 1/2” Binder  
    - 1” Binder  
    - 1.5” Binder  
    - 2” Binder  
    - 3” Binder  
    - 4” Binder  
    - 5” Binder  
    - Other  

   Expedited, overnight copy of documents after 5:00 PM  

   Enlarge and mount documents on foam board, up to 35” x 45” in size  

   OCR  
   Electronic Endorsement  
   Blowbacks B/W  
   Blowbacks Color
<table>
<thead>
<tr>
<th>Additional Services (Specify):</th>
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</table>
5B  **Category #2: Document Imaging, Coding and Printing**

5.2.1  **Work Flow Process**

Describe the work flow process of a box of documents becoming a CD ROM as an imaging job at your company. Include pick-up services and the communication process between your company and the client.

5.2.2  **Sample CD-ROM: Document Imaging, Coding and Printing**

On a single CD ROM, provide samples of the following document imaging and coding services. Use "SAMPLE001" as the name of the CD ROM.

1) Five hundred (500) pages of scanned documents consisting of at least a few color images. Number the scanned pages beginning with SAMPLE0000001. Match the names of each image's file name with the corresponding bates number of each page.

2) Include the following load files on the CD ROM:

   A. Document Concordance "DAT" file with the following fields of data populated with values:
      1) Bates Start
      2) Bates End
      3) Attach Start
      4) File Title
      5) File Start
      6) File End
      7) Custodian – to be populated with: Sample Custodian
      8) Box Source
      9) OCR

   B. A Concordance image load file mapped to the D:\drive. The CD volume name should be the first folder on the disc.

   C. A Trial Director "OLL" file.

   D. Name each load file after the CD volume name with the appropriate file extension: "SAMPLE001.DAT", "SAMPLE001.log", and "SAMPLE001.OLL."

3) On the sample CD ROM, provide coded data for the records that make up the sample image population. Provide coding data by using standard Concordance delimiters and include data for the following fields:

   1) Date – mm/dd/yyyy format
   2) Author(s)
   3) Recipient(s)
   4) CC(s) and BCC(s)
   5) Document Subject/Title
6) Document Type
7) Bates Start
8) Bates End
9) Attach Start
10) Attach End

4). Provide a folder on the CD named "OCR". In this folder, provide document level OCR text files named after each document's beginning bates number and with a "TXT" file extension: e.g., "SAMPLE000001.TXT" as the first document.

6. Provide a blow back set of the images from "SAMPLE001" with colored slip sheets at each of the three document level boundaries:
   - Green for Document Level
   - Red for Attachment Level
   - Blue for File Folder Level

5.B.3 Cost Schedule: Document Imaging, Coding, and Printing Services

Respondents should provide a cost schedule for services specified in Section 2A.2 of this RFQ.

In addition, Respondents should provide the following information:

1. Provide a schedule of costs for full bibliographic coding, based on your standard coding manual for 50,000 pages that require logical document unitization.

2. Provide a cost method for choosing number of fields for coding. Using the examples below, describe how pricing would be determined for a limited number of fields versus a large number of fields.
   A. Attorney for Case A requests coding for Dates and Author(s)
   B. Attorney for Case B requests coding for seven (7) fields.

5C Category #3: Sample CD-ROM: Electronic Discovery

Provide one sample CD-ROM named "ES1001" with the following:

1) Document-level Concordance DAT file containing all deliverable metadata, with standard Concordance delimiters and field headers as the first row.

2) A Concordance Image load file mapped to the D:\drive with the CD volume name as the first folder on the disc.

3) Include Outlook email, Lotus Notes email, and loose non-email electronic data. Provide Lotus Notes in plain Text format and Outlook Emails in HTML format.
4) Name each load file for this disc after the CD volume with the appropriate file extension: "ES1001.dat," "ES1001.log".

5) Provide a copy of the native files on the disc in a folder named "Native." Rename each native file to bear its corresponding bates number and its original file extension.

6) Number each .tiff image beginning with: "ES10000001".

7) Deliver all electronic files as black and white .tiff images.

5.C.1 Cost Schedule: Category #3 Electronic Discovery Services

Respondents should provide a cost schedule for services specified in Section 2A.3 of this RFQ.

In addition, Respondents should provide the following information:

Provide a cost breakdown for the full scope of electronic discovery services provided by the Respondent. Identify with clear distinction the items that are billed on a per unit cost and the items that are billed based on an hourly rate.

Failure to provide the requested information of this section may result in rejection of respondent. The City Attorney’s Office reserves the right to evaluate the respondent’s qualifications and may reject a respondent deemed to have inadequate experience. The decision of the City Attorney’s Office is final.
SECTION 6. EVALUATION PROCESS.

This section describes the guidelines used for analyzing and evaluating the responses and for Respondents to be determined as a Qualified Vendor. It is the intent of the City Attorney's Office to qualify vendors that provide the best overall qualifications to the City Attorney's Office inclusive of fee considerations. Respondents who achieve the minimum score in each category of the evaluation criteria shall be determined to be a "Qualified Respondent" and will have the opportunity to enter into a contract with a term of three years. This RFQ does not in any way limit the right of the City Attorney's Office to solicit similar or identical services if, in the sole and absolute discretion of the City Attorney's Office, it determines the pool of Qualified Vendors is inadequate to satisfy its needs. Proposals from the same Respondent for differing categories of service will be evaluated independently.

At any time during the evaluation process, the City may require a Respondent to provide oral or written clarification of its Qualification Response Statement.

6.1 Evaluation Team

Representatives from the City Attorney's Office, including but not limited to staff who regularly prepare, submit, and review completed jobs related to litigation support services, will serve as the Evaluation Team responsible for evaluating Respondents. Specifically, the team will be responsible for the evaluation and rating of the responses and conducting reference checks, if desired by the City Attorney's Office.

6.2 Evaluation Criteria.

Each RFQ response will be evaluated in accordance with the itemized criteria below. Each category of the criteria is worth 100 points. Respondents scoring at least the minimum number of points indicated for each criteria will be offered the opportunity to enter into a contract with a term of three years to perform litigation support services for the City Attorney's Office. Qualified Respondents will be added to the pre-qualified list for as-needed litigation support services. Due to the varied nature of the services to be performed, the City reserves the right to use any or all Qualified Respondents. The City Attorney's Office may issue a request for price quotes on a job by job basis.

The following criteria will be used to evaluate respondents:

1. Cost Schedule (Worth 100 points)  
   a. Equipped and staffed to efficiently provide services.  
   b. Reasonableness of cost schedule and total job costs.

2. Experience and Expertise Using Current Technology (Worth 100 points)  
   Minimum Score: 95 points

Minimum Score: 90 points
a. Quality of recently completed projects or jobs, including image, supplies and/or technology used, binding of documents, and overall appearance of finished product.

b. Adherence to the specifications of this RFQ.

c. Experience with similar projects, meeting schedules and deadlines without errors that require projects to be redone.

3. **Assigned Project Staff and Equipment**  
(Worth 100 points)  
Minimum Score: 85 points

a. Staff trained in full range of functions of equipment and software.

b. Staff assigned to consult about the specifics of jobs and deliver product.

c. Staff assigned to supervise jobs and provide quality control.

b. Equipment available for off-site and on-site to reproduce documents.

6.3 **References**

Reference checks, including, but not limited to, prior clients may be used to determine the applicability of Respondent's experience to the services the City Attorney's Office is seeking and the quality of services and staffing provided to prior clients. The City Attorney's Office reserves the right to perform reference checks at any time during the selection process. Each Respondent must be able to provide references including name and telephone number of a contact person from at least two recent clients for projects or transactions similar to the Work in size and scope.

**SECTION 7. OTHER TERMS AND CONDITIONS.**

The selection of any Respondent for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any Qualified Respondent, then the City Attorney's Office, in its sole discretion, may terminate negotiations and contract with other Qualified Respondents. The City Attorney's Office, in its sole discretion, has the right to approve or disapprove any staff person assigned to a project before and throughout the contract term. The City Attorney's Office reserves the right at any time to approve, disapprove or modify project specifications, timelines, and deliverables. Such approvals will not be unreasonably withheld.

**7.1 Errors and Omissions in RFP.**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Office, in writing, if the proposer discovers any ambiguity,
discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Office promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

7.2 Inquiries Regarding RFP

Inquiries regarding the RFP and all notifications of an intent to request written modification or clarification of the RFP, must be directed via email to maryjane.winslow@sfcityatty.org or by U.S. Postal Mail to:

Mary Jane Winslow
1390 Market Street, 5th Floor
San Francisco, CA 94102

7.3 Objections to RFQ Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFQ, the proposer must, not more than ten calendar days after the RFQ is issued, provide written notice to the Office 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.

7.4 Change Notices

The Office may modify the RFQ, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Office 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 Change Notices.

7.5 Term of Proposal

Submission of a proposal signifies that the proposed 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.

7.6 Revision of 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 the proposal due date.
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 Office may require a proposer to provide oral or written clarification of its proposal. The Office reserves the right to make an award without further clarifications of proposals received.

7.7 Errors and Omissions in Proposal

Failure by the Office to object to an error, omission, or deviation in the proposal will in no way modify the RFQ or excuse the candidate from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

7.8 Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

7.9 Job Costs

Job costs may be negotiated on a case by case basis and may not exceed the proposed job cost schedule. The cost schedule will be firm for the term of the contract. Any bid requiring receipt of contract award in less than sixty days will be unacceptable.

7.10 Proposer’s Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code.

City law bans persons who are seeking or recently entered into government contracts from making contributions to certain candidates for City elective office. The ban applies when:

1. The City, a state agency on whose board an appointee of a City elective officer serves, the Unified School District, or the Community College District is a party to a contract,
2. The contributor is a party to the contract or is an affiliate (see discussion below) of a party to the contract;
3. The contract or series of contracts in the same fiscal year has a total anticipated or actual value of $100,000 or more in a fiscal year.

If these three conditions are met, then the contributor is prohibited from making a contribution to the candidate. This applies from the time that the contractor submits a proposal to the City to become a party to the contract until either (a) negotiations regarding the proposal terminate (and the contractor is not awarded the City contract), or (b) twelve months have passed since the contract was approved.
Affiliates of a contractor are the entity’s directors, principle officers (including its chairperson, chief executive officer, chief financial officer, chief operating officer, or any similar position), individuals or entities holding a share of the organization of ten percent or greater, and any subcontractor listed on the organization’s bid for a City contract.

See San Francisco Campaign and Governmental Conduct Code §1.126.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300

**7.10 Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors’ bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this 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 benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

7.11 Public Access to Meetings and Records

If a proposer is a non-profit entity that 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing the efforts to comply with the Chapter 12L provisions regarding public access to proposer’s meetings and records, and (2) a summary of all complaints concerning the proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. 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 of the proposal.

7.12 Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into 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 a Request for Proposals;

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 RFP, or the requirements for contents or format of the proposals;

5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

7.13 No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFQ.

Respondents who request and receive copies of this RFQ must provide the following information to the City: name of Respondent, name of contact person for Respondent and the email address, telephone number, mailing address, and facsimile number of such contact person. Each Respondent shall be responsible for notifying the City (at the address specified in Section 5A of this RFQ) in writing of any changes in such information. Any such notice must specifically reference this RFQ.

8. CONTRACT REQUIREMENTS.


The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages.

8.2 Insurance Amounts and Coverage

Respondent will maintain in force, during the full term of the contract, insurance in the following amounts and coverage:

1. **Workers' Compensation**, with Employers' Liability limits not less than $1,000,000 each accident.

2. **Commercial General Liability Insurance** with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Products and Completed Operations.

3. **Commercial Automobile Liability Insurance** with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

Additional Insured Policy Endorsements
The Qualified Respondents shall furnish additional insured policy endorsements within fourteen (14) days of being notified of their selection. Insurance policy endorsements may be submitted by: U.S. Postal (addressed to: Mary Jane Winslow, SF City Attorney’s Office, 1390 Market St., 5th Floor, San Francisco, CA. 94102); email at maryjane.winslow@sfgov.org; or fax at 415-554-4214.

The additional insured policy endorsements for Commercial General Liability and Commercial Automobile Liability must provide the following:

1. Name as ADDITIONAL INSURED the City and County of San Francisco, its Officers, Agents, and Employees.

2. 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 insurance applies separately to each insured against who claim is made or suit is brought.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs 7.2, 7.3, 7.4, and 7.5 below.

8.3 Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the City’s website at www.sfgov.org/cmd or sfgsa.org, Office of Contract Administration.

8.4 Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.
Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

8.5 Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional Information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

8.6 Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

9. PROTEST PROCEDURES

9.1 Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

9.2 Protest of Contract Award
Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to 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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

9.3 Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests made orally (e.g., by telephone) will not be considered. Postmarks will not be considered in judging the timeliness of the protest. Protests may be delivered in person or sent via courier or U.S. Mail to:

Mary Jane Winslow  
San Francisco City Attorney's Office  
1390 Market Street, 7th Floor  
San Francisco, CA. 94102
APPENDIX A
Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFQ package. Instead, this Appendix describes the forms, where to find them on the Internet (see last page), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (See note under item 3.) on the chart, the contractor should not do so again unless the contractor’s answers have changed. To find out whether these forms have been submitted, the contractor should call Vendor Support at the Controller’s Office at (415) 554-6702.

Where the forms are on the Internet

Office of Contract Administration
Homepage: http://www.sfgov.org/oca
Click on "How to Qualify to Do Business with the City"

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Request for Taxpayer Identification Number</strong> (IRS Form W-9)</td>
<td>This form provides the City with your taxpayer ID number, which is then used to assign your firm a City 5-digit Supplier ID Number.</td>
<td>Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 944-2442 <a href="mailto:sfcitypartnersupport@sfgov.org">sfcitypartnersupport@sfgov.org</a></td>
</tr>
<tr>
<td>Request for Taxpayer Identification Number and Certification</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="https://sfcitypartner.sfgov.org/pages/index.aspx">https://sfcitypartner.sfgov.org/pages/index.aspx</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Business Tax Declaration Form</strong> (Form P-25)</td>
<td>This Declaration is used to determine if you are physically “doing business in San Francisco” and therefore are required to pay business taxes.</td>
<td>Email: <a href="mailto:ttx.VendorAccounts@sfgov.org">ttx.VendorAccounts@sfgov.org</a> (415) 554-6718 Mail: Controller’s Office City Hall, Room 484 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102</td>
</tr>
<tr>
<td><a href="http://newbusiness.sfgov.org/vendor">http://newbusiness.sfgov.org/vendor</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</strong> (Form CMD-12B-101)</td>
<td>This Declaration is used by the City’s Human Rights Commission to determine if the vendor has employees and offers benefits to these employees. If the vendor</td>
<td>Website: <a href="http://www.sfgov.org/cmd">www.sfgov.org/cmd</a> Email: <a href="mailto:cmd.equalbenefits@sfgov.org">cmd.equalbenefits@sfgov.org</a> Mail: Contract Monitoring Division 30 Van Ness Ave., Suite 200 San Francisco, CA 94102-6033</td>
</tr>
<tr>
<td><a href="https://sfgov.org/cmd/forms-resources">https://sfgov.org/cmd/forms-resources</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
does, then the vendor must demonstrate to the Human Rights Commission that the vendor offers equal benefits (health, retirement, sick leave...) to employees with spouses and to employees with domestic partners by submitting with the Declaration copies of the vendor's benefit plans and personnel handbook that evidence compliance with the Human Rights Commission's standards. For additional information please visit City Administrator's **Contract Monitoring Division**'s website.

<table>
<thead>
<tr>
<th>Vendor Registration Package</th>
<th>Combines the above forms and as well as vendor business profile in one easy location.</th>
<th>415-581-2310</th>
</tr>
</thead>
</table>

**Email:** [Vendor.File.Support@sfgov.org](mailto:Vendor.File.Support@sfgov.org)
Fax: (415) 554-6261
Mail: Vendor Registration Package
City and County of San Francisco
Vendor File Support
City Hall, Room 484
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

### Supplemental Forms
Depending on the requirements specified in the bid you are responding to, you may be requested to complete one of the below forms. These supplemental forms are bid specific and are required in addition to the mandatory forms above.

<table>
<thead>
<tr>
<th>Form:</th>
<th>Required if:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Compensation Ordinance (MCO) Declaration <em>(pdf)</em></td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.</td>
</tr>
<tr>
<td>Health Care Accountability Ordinance (HCAO) Declaration <em>(pdf)</em></td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for non-profit organizations) including employees of any parent, subsidiaries and subcontractors.</td>
</tr>
<tr>
<td>Insurance Requirements <em>(pdf)</em></td>
<td>If the bid package requires the successful bidder to demonstrate proof of insurance</td>
</tr>
</tbody>
</table>
WHERE THE FORMS CAN BE FOUND ON THE INTERNET

Office of Contract Administration

Homepage: https://sfgov.org/oca/
Purchasing forms: Click on “Resources” under the “Vendor Information” banner.

GSA – Office of the City Administrator, Contracts Monitoring Division (CMD)

CMD’s homepage: https://sfgov.org/cmd/
Equal Benefits forms: Click “12B Equal Benefits Program” in the column on the left side of the page.
# APPENDIX B

## FEE SCHEDULE – CATEGORY #1 Basic Paper Copying and Document Scanning

<table>
<thead>
<tr>
<th>Enter NAME OF VENDOR:</th>
<th>Cost</th>
<th>Comments or Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Black &amp; White Copying and Scanning:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 8.5&quot; x 11&quot; or 11&quot; x 14&quot; single sided or two-sided p/page:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade A (Auto-Feed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• No staples or clips</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Requires no preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All single-sided &amp; same size pages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade B (Light Duty)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Few staples, some tabs, some slip-sheets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Large sections of documents, all same sized</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All two sided “A” work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade C (Medium Duty)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stapled/Clipped sections of 20-40 pages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Mixed size, poor quality/contrast originals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any “Pick-n-Choose” project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade D (Heavy Duty)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Stapled/Clipped sections of 2-20 pages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Mixed size, poor quality/contrast originals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Any “Pick-n-Choose” project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade E (Glasswork)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 75% - 100% of originals copied page-by-page</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Odd sized documents: checks, receipts, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Poor quality, poor contrast or fragile originals</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>2. 11&quot; x 17&quot; Documents, single or two-sided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Oversize Documents B/W</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reproduce or scan blue prints</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reproduce or scan oversized documents (e.g. striping maps that are 22&quot; x 36&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. 3-Hole Punch Paper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. 2-Hole Punch Paper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Manual labor (inserting/folding/assembly)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Digital Color Scanning &amp; Copying:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 8.5&quot; x 11&quot; Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 8.5&quot; x 14&quot; Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 11&quot; x 17&quot; Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Oversize Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Mobile Scanning &amp; Copying:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Setup Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scan/Copy BW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scan/Copy Color</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Tabs:
   Regular
   Alpha Numeric Tabs
   Alpha Numeric Tabs (high numbers/higher than 100)
   Custom/Specialty

11. CD duplication/provision
12. DVD duplication/provision

13. Binding of documents:
   Hard Cover
   Soft Cover
   Spiral Ring
   Velo Binding
   Coil Binding
   Acco Binding
   1/2" Binder
   1" Binder
   1.5" Binder
   2" Binder
   3" Binder
   4" Binder
   5" Binder
   Other

   Expedited, overnight copy of documents after 5:00 PM

   Enlarge and mount documents on foam board, up to
   35" x 45" in size

   OCR
   Electronic Endorsement
   Blowbacks B/W
   Blowbacks Color

   Additional Services (Specify):
APPENDIX C

Sample Agreement for Professional Services (Form C-600)
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 City Attorney ("Department") wishes to [insert short description of services required]; and,

WHEREAS, this Agreement was competitively procured through [specify the procurement vehicle such as RFP or RFQ (if RFQ, convert all references to RFP to RFQ) and date issued, or state the exception to competitive procurement and date granted] a Request for Proposal ("RFP") issued on [insert date], in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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 the City Attorney.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "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).

1.5 "Contractor" or "Consultant" means [insert name and address of contractor].

1.6 "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.

1.7 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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" mean 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 Payment. Contractor shall provide an invoice to the City on a monthly basis for 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 Services identified in the invoice that the [insert title of department head], in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. 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,” attached hereto and incorporated by reference as though fully set forth herein. 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.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until City Attorney approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 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 must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. LBE Payment and Utilization Tracking System.

3.3.6 Getting paid by the City for goods and/or services.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every
business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Reserved. Grant Funded Contracts.

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 fewer 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 Reserved. Payment of Prevailing Wages

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 **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.

4.3 **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.

4.4 **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.

**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) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) 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; and

(c) 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.

(d) Reserved. (Professional Liability Insurance)

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Reserved. (Cyber and Privacy Coverage)

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor’s Commercial General Liability and Commercial Automobile Liability Insurance policies 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.

5.1.4 All policies shall be endorsed to provide thirty (30) days’ advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled “Notices to the Parties.”

5.1.5 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 contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.6 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.

5.1.7 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.

5.1.8 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.

Include section 5.1.9 below ONLY IF Contractor is expected to perform the Services on City property and/or premises. Seek City Risk Manager approval if Contractor is expected to enter City premises but is not willing to provide the waiver of subrogation endorsement. Otherwise remove the body text and replace with "Reserved. (Waiver of Subrogation)."

5.1.9 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.

5.1.10 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:

(a) 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 |

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(b) 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.

(c) 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.

(d) 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.

8.2.2 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.

8.2.3 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.
8.2.4 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 Non Discrimination 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 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 Reserved. (First Source Hiring Program.)

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.

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 Reserved. (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 Reserved. (Working with Minors.)

10.14 Reserved. (Consideration of Criminal History in Hiring and Employment Decisions.)

10.15 Reserved. (Public Access to Nonprofit Records and Meetings.)

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.

10.19 Reserved. (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. 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.

You may want to consider including delivery by an overnight delivery service or courier as adequate notice for any of the above situations.

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.
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 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.

11.7 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 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, 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 **Reserved. (Payment Card Industry (“PCI”) Requirements.)**

13.3 **Reserved. (Business Associate Agreement.)**

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

13.4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or
“Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information 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 Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information 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 or Confidential Information 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 or Confidential Information 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.

13.4.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, 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.

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.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended and Approved by:

Moira C. Walsh
Managing Attorney

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

[.name of Deputy City Attorney]
Deputy City Attorney

CONTRACTOR

[company name]

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

City Supplier Number: [Supplier Number]

Appendices
A: Scope of Services
B: Calculation of Charges