

City and County of San Francisco
Formal Request for Proposals for:

This solicitation is being issued by the Department of Public Health (“DPH”). DPH is seeking qualified Proposers to provide Proposals for Non-Emergency Wheelchair-Accessible Transportation (NEWAT) for Patients/Residents at DPH’s Zuckerberg San Francisco General (ZSFG) Hospital, Laguna Honda Hospital (LHH), and DPH-operated/contracted Clinics, in accordance with Appendix A, Scope of Services, to City’s Contract Terms (Attachment 1). The Contractor must provide NEWAT starting and/or ending at ZSFG, LHH, or DPH-operated/contracted Clinics.

Sourcing Event ID SFGOV-0000011625 | IFB 23-2026

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



Bid Phase	Tentative Date
Invitation for Bids Issued	September 4, 2026
Pre-Bid Conference	Date and Time: September 11, 2026 at 1:00PM PT Location: Microsoft Teams
Deadline for Written Questions	September 15, 2026 at 5:00PM PT
Bid Due Date	September 24, 2026 at 2:00PM PT
Bid Opening	September 28, 2026
Notice of Intent to Award	September 28, 2026
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Solicitation Administrator:	Lucinda Huang Pre-Award Unit Supervisor, Department of Public Health 101 Grove St Rm 410, San Francisco, CA 94102 Phone: (628) 271-6174 Email: lucinda.huang@sfdph.org and sfdph.solicitations@sfdph.org

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION	Proposers <u>must</u> submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in <u>Section 6</u> of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.
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ATTACHMENTS

- Attachment 1: City's Contract Terms
- Attachment 2: Bidder Questionnaire and References
- Attachment 3: CMD LBE Forms
- Attachment 4: Bid Sheet Template
- Attachment 5: HCAO and MCO Declaration Forms
- Attachment 6: First Source Hiring Form
- Attachment 7: Omitted (Vendor Attestation of Digital Accessibility Compliance)
- Attachment 8: Omitted (WCAG Information Factsheet)
- Attachment 9: Omitted (Sweatfree Contracting Form P-12U-A)

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1 IFB Summary

1.1 Introduction

This Invitation for Bids (hereinafter “IFB” or “Solicitation”) is being issued by the San Francisco Department of Public Health (hereinafter, “DPH” or “City”). DPH, is seeking qualified suppliers (“Bidders”) to provide offers (“Bid”) for Non-Emergency Wheelchair-Accessible Transportation (NEWAT) for Patients/Residents at DPH’s Zuckerberg San Francisco General (ZSFG) Hospital, Laguna Honda Hospital (LHH), and DPH-operated/contracted Clinics, in accordance with Appendix A, Scope of Services, to City’s Contract Terms (Attachment 1). The Contractor must provide NEWAT starting and/or ending at ZSFG, LHH, or DPH-operated/contracted Clinics.

DPH shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

1.2 Selection Overview

The City shall award a contract to the **three** Bidders that meets the Minimum Qualifications of this Solicitation whose Bids are deemed to be the Lowest Responsive Bids. Responsive Bids will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local Business Enterprise (LBE) requirements and assign a Bid Discount to eligible Bids.

1.3 Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five years. The City at its sole, absolute discretion, shall have the option to extend the term for five one-year options for a total of 10 years. The City reserves the right, at its sole discretion, to modify the anticipated term, including the initial term and any option periods, if it determines such modification serves the City's best interest.

1.4 Anticipated Contract Not to Exceed Amount

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Bid. This amount is based on City’s estimated spend over the advertised contract term. Should City’s actual spend exceed its estimated spend, City may in its sole discretion increase the contract NTE accordingly.

1.5 Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Bidders selected for contract negotiations or for the awarded Bidder(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City

may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

1.6 Cooperative Purchasing and Use by Other City Departments

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

1.7 Contract Terms and Negotiations

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

2 Solicitation Schedule

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

Bid Phase	Tentative Date
Invitation for Bids Issued	September 4, 2026
Pre-Bid Conference	Date and Time: September 11, 2026 at 1:00PM PT Location: Microsoft Teams
Deadline for Written Questions	September 15, 2026 at 5:00PM PT
Bid Due Date	September 24, 2026 at 2:00PM PT
Notice of Intent to Award	September 28, 2026
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Pre-Bid Conference Details The Pre-Bid Conference will begin at the time specified. Bidders' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Bid Conference shall not excuse the awarded Bidder from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Bid Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Bidder to check for any Addendum to this Solicitation or other published pertinent information.	

3 Requirements for Requested Goods and Services

3.1 Goods and/or Services Requested

This Solicitation is being issued by DPH. DPH is seeking qualified Bidders to provide Bids for Non-Emergency Wheelchair-Accessible Transportation (NEWAT) for Patients/Residents at DPH's Zuckerberg San Francisco General (ZSFG) Hospital, Laguna Honda Hospital (LHH), and DPH-operated/contracted Clinics, in accordance with Appendix A, Scope of Services, to City's Contract Terms (Attachment 1). The Contractor must provide NEWAT starting and/or ending at ZSFG, LHH, or DPH-operated/contracted Clinics, in accordance with Appendix A, Scope of Services, to City's Contract Terms (Attachment 1).

3.2 Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Bid in response to this Solicitation, Bidders must ensure they have fully read and understood the "Regulatory and Compliance Requirements" set forth below and in Attachment 1, City's Contract Terms.

3.2.1 Reserved (Web Content Accessibility Guidelines (WCAG) 2.1 Level AA)

3.2.2 Reserved (Green Purchasing Requirements)

3.3 Reserved (Alternates and Samples)

3.4 Reserved (Freight on Board and Shipping Costs)

3.5 Additional Purchases

In accordance with Chapter 21 of the San Francisco Administrative Code and the Purchaser's regulations, the City in its sole discretion may purchase additional services under the contract awarded to the selected Bidder pursuant to this solicitation. Such additional items include, but are not limited to, (1) items to replace the specified items on the Bid Sheet ("Bid Sheet Items") that have been discontinued, modified, or upgraded, (2) items that are reasonably related to the Bid Sheet items, or (3) more quantity of Bid Sheet Items where contracted quantities are fixed.

4 Local Business Enterprise (LBE) Program Requirements

4.1 CMD Compliance Officer

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

Seth Benkle
Contract Monitoring Division
City and County of San Francisco

Tel: 620.821.7796
Email: Seth.Benkle@sfgov.org
Website: www.sfgov.org/cmd.

4.2 Application of LBE Bid Discounts

San Francisco Micro, Small, and SBA LBE bidders certified by the Contract Monitoring Division are eligible for a bid discount. LBE Bid Discounts are applied at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

For the purposes of Chapter 14B requirements only, and not the final contract amount in any executed contract, the “Estimated Contract Value” for each contract awarded under this Solicitation is greater than \$400,000 but less than or equal to \$10,000,000.

4.2.1 Reserved (Commodities)

4.2.2 General and Professional Services

Estimated Contract Value, per Agreement	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$20,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Bidder’s participation or, for Professional Services, an JV Bidder’s participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

4.2.3 Reserved.

4.3 LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division per 14BPREDID0002919.

4.4 CMD LBE Forms

Although LBE Subcontracting Participation Requirements do not apply to contracts awarded under this Solicitation, any Proposer that is a certified LBE must still complete and submit Attachment E (CMD LBE Form 2A).

Failure to complete, sign and submit each of the required CMD LBE Forms with Bidder's Bids may result in the response package being deemed non-responsive and rejected.

4.5 Reserved (LBE Payment and Utilization Tracking)

5 Bid Evaluation Criteria

Evaluation Phase	Evaluation Criteria
Minimum Qualifications Documentation	Pass/Fail
Bid Sheet	Lowest Price

6 Minimum Qualifications and Documentation Required from Apparent Low Bidder (PASS/FAIL)

Bidders must meet each Minimum Qualification (MQ) listed below. As outlined in the table below, certain documents must be provided with your Bid, while others are due if Bidder is deemed the Apparent Lowest Bidder by DPH. Such documentation should be clearly marked as "MQ1", MQ2", etc.... to indicate which MQ it supports. A bid that fails to provide the following documentation at the time requested, will not be eligible for further consideration. **This screening is a pass or fail determination and a Bid that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Bidders prior to rejecting a Bid for failure to meet the Minimum Qualifications.

MQ #	Description	When Due to DPH
MQ #1	Completed Attachment 2, City' Questionnaire and References.	Bid Due Date
MQ #2	Completed Attachment 3, CMD LBE Forms	Bid Due Date
MQ #3	Completed Attachment 4, Bid Sheet	Bid Due Date
MQ #4	Copies of 1 past invoice, purchase order or contract issued in the last 5 years evidencing Bidder's experience in the sale of services requested by this Solicitation.	When deemed the Apparent Lowest Bidder by DPH
MQ #5	Written specifications for the vehicles, meeting the Vehicle Requirements in the Attachment 1 Appendix A – Scope of Services, for all vehicles that will be used to provide the transportation services through this Solicitation.	When deemed the Apparent Lowest Bidder by DPH

MQ #6	Written attestation that all drivers assigned to DPH possess a valid California Commercial Driver's License with a passenger vehicle endorsement with a Class A or B status.	When deemed the Apparent Lowest Bidder by DPH
MQ #7	Written attestation that all drivers assigned to DPH possess a minimum of 3 years of experience driving wheelchair vehicles.	When deemed the Apparent Lowest Bidder by DPH
MQ #8	Written attestation that all drivers assigned to DPH completed the Medical Examination Report Form (MCSA 5875), Medical Examiner's Certificate (MCSA 5876), and first aid certification.	When deemed the Apparent Lowest Bidder by DPH
MQ #9	Written attestation that Contractor is willing to enroll as a Non-Emergency Medical Transportation Provider with the California Department of Health Care Services (DHCS) for Medi-Cal billing purposes during the life of the contract.	When deemed the Apparent Lowest Bidder by DPH

7 Bid Price

7.1 Bid Format

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 4. Include a completed Bid Sheet with your Bid, following all instructions set forth therein.

7.2 Bid Evaluation Period

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

7.3 Price Discrepancies

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

7.4 Bidding on Separate Items or in Aggregate(s)

Single Aggregate: This Solicitation will result in the evaluation and award of one Aggregate consisting of one or more lines on the Bid Sheet Template. The Bid price for the Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Bids, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts. Bid prices shall be exclusive of sales tax.

Bidder must provide the City with pricing that is equal to or better than the best pricing offered to any other customer.

7.5 Application of Bid Discounts for Evaluating Lowest Price

7.5.1 Application of LBE Bid Discount to Bid Price

Where price is a factor in City's evaluation process, Bidder's price shall be reduced by an amount equal to the applicable LBE Bid Discounts. The discount shall be applied solely for the purpose of determining the lowest responsive Bids and shall be in addition to any other discounts, preferences, or adjustments required by City law.

7.5.2 Application of Prompt Payment Discounts to Bid Price

Prompt Payment discount (discount for prompt payment) will not be taken into consideration in determining the Lowest Responsive Bid.

7.5.3 Reserved (Application of Anticipated Local Tax Revenue Discount to Bid Price)

7.5.4 Sample Price Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Bids for commodities and services.

ABC Firm Bid Attributes • Is a Certified Micro LBE • Has an SF Presence as defined by Admin Code 21.32 • Is offering 4%/30 Net31 Prompt Payment Discount	Offered Bid Price (Pre-Tax)	14B LBE Bid Discount (10%)	Prompt Payment Terms Discount (2% Max)	21.32 Local Tax Revenue Discount (1.25%)	Evaluated Price when determining Lowest Responsive Bid
Commodities	\$2,000	(\$200)	(\$40)	(\$25)	\$1,735
Services	\$1,000	(\$100)	(\$20)	N/A to Services	\$880
Total	\$3,000	(\$300)	(\$60)	(\$25)	\$2,615

8 Supporting Documentation Required Ten Calendar Days after Issuance of the Notice of Intent to Award

Bidders must provide each Required Supporting Documentation ("RSD") identified below no later than 10 calendar days after issuance of the Notice of Intent to Award. Failure to do so may result in the Bid being deemed Non-Responsive.

RSD #	Evidence that Bidder is compliant or likely to become compliant within 10 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
RSD #	Completed Bid Attachments: ☐ Attachment 5: HCAO and MCO Declaration Forms ☐ Attachment 6: First Source Hiring Form ☐ Omitted (Attachment 9: Sweatfree Contracting Form(s) P-12U-A)
RSD #	Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.
RSD #	Non-Profit Entities: If Bidder is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Bidder's efforts to comply with the Chapter 12L provisions regarding public access to Bidder's meetings and records, and (2) a summary and disposition of all complaints concerning the Bidder's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Bidder shall include a statement to that effect. <i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Bidder's Chapter 12L submissions shall be grounds for rejection of the Bid and/or termination of any subsequent agreement reached on the basis of the Bid.</i>

9 Failure to Provide Insurance and/or Bonds

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

10 City's Social and Economic Policy Requirements

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

10.1 Nondiscrimination Requirements (“Equal Benefits”)

Proposers awarded any contract exceeding \$230,000 (the City’s “Minimum Competitive Amount”), may not, during the term of the Contract discriminate in the provision benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. This Equal Benefits requirement applies in any of the contractor’s 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, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

10.2 Payment of Prevailing Wages

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by San Francisco Labor and Employment Code Article 102.7 Motor Bus Service Contracts (collectively, “Covered Services”), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. Refer to *Attachment 1, City’s Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation*

10.3 Health Care Accountability Ordinance (HCAO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121 For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded 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 Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded 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. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

10.4 Minimum Compensation Ordinance (MCO)

Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement

and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

10.5 First Source Hiring Program

A Bidder selected pursuant to this Solicitation shall comply with all applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

10.6 Reserved (Sweatfree Procurement)

10.7 Non-Profit Entities

To receive a contract under this Solicitation, any nonprofit Bidder must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Bidder must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Bidder will use any nonprofit subcontractors to perform the agreement, Bidder will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

10.8 Other Social Policy Provisions

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

11 Terms and Conditions for Receipt of Bids

11.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

11.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

11.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector's Office. Additionally, businesses awarded contracts exceeding \$230,000 (the "Minimum Competitive Amount") must comply with the City's Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the [SF City Partner Portal](#).

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- City Business Tax Registration Inquiries: For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- Equal Benefits Program Inquiries: For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

11.2 Bid Questions and Submissions

11.2.1 Bidder Questions and Requests for Clarification

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

11.2.2 Bid Format

Bids must be submitted using the attached submission forms and typed in a legible font. The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Bids. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Bid.

11.2.3 Time and Place for Submission of Bids

Prior to the Bid submission deadline, Bidders must upload their complete Bids into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Bid received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify

Bids from further consideration. Late Bid submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Bid.

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

In such cases, Bids may be delivered in person as a backup. The deadline for in-person delivery is the same as the deadline for submission via the San Francisco City Partner website. The City is not responsible for Bids lost or not delivered by your courier of choice. Courier or package tracking is recommended if you use in-person delivery. If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the Solicitation Officer listed in this IFB.

11.3 Bid Addenda

The City may modify this Solicitation, prior to the Bid Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Bidders must monitor the event for new versions. **The Bidder shall be responsible for ensuring that its Bid reflects any and all Addenda issued by the City prior to the Bid Due Date regardless of when the Bid is submitted.**

Therefore, the City recommends that the Bidder consult the website frequently, including shortly before the Bid Due Date, to determine if the Bidder has downloaded all Solicitation Addenda. It is the responsibility of the Bidder to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

11.4 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 et seq.) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Bids, responses, and all other records of communications between the City and Bidders shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Bidder(s) of the Request and to provide the Bidder with an opportunity to object to disclosure of the material requested by the due date for disclosure ("Response Date"). If the Bidder asserts that some or all of the material requested contains or

reveals valuable trade secret or other information belonging to the Bidder that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Bidder seeks judicial relief on or before the Response Date. Should Bidder fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

11.5 Limitation on Communications During Solicitation

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

11.6 Bid Selection Shall Not Imply Acceptance

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

11.7 Cybersecurity Risk Assessment

The following Third-Party Audit Reports can be used to satisfy CCSF’s Cybersecurity Risk Assessment requirement:

- SOC 2 Type 2
- ISO/IEC 27001
- CSA STAR Level 2
- FedRAMP
- StateRAMP
- HITRUSTCSF – *products or services that primarily relate to the Healthcare industry ONLY.*
- PCI DSS Level 1 – *products or services that primarily relate to the Payment Processing industry ONLY.*
- NIST 800-53

In addition to the Third-Party Audit Reports mentioned above, City and County of San Francisco’s CRA requirement can also be satisfied by providing a completed CAIQ Lite Questionnaire or completing the City’s CRA Questionnaire in the City’s LogicGate portal.

The above reports may be requested at such time City has selected or is considering a potential Bidder. The reports will be evaluated by the soliciting Department and the City’s Department of

Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Bidder an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

11.8 Solicitation Errors and Omissions

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

11.9 Objections to Solicitation Terms

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

11.10 Protest Procedures

11.10.1 Protest of Non-Responsiveness Determination

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

11.10.2 Protest of Non-Responsible Determination

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

11.10.3 Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Bidder may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a

written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

11.10.4 Delivery of Protests

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

11.11 Bid Term

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

11.12 Revision to Bid

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

11.13 Bid Errors and Omissions

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

11.14 Financial Responsibility

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

11.15 Bidder's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

11.16 Reservations of Rights by the City

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

- (A) Waive or correct any defect or informality in any response, Bid, or Bid procedure;
- (B) Reject any or all Bids;
- (C) Reissue the Solicitation;
- (D) Prior to submission deadline for Bids, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Bids;
- (E) Procure any materials, equipment or services specified in this Solicitation by any other means; or
- (F) Determine that the subject goods or services are no longer necessary.

11.17 No Waiver

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

11.18 Other

- 1) The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; and
 - c. Delivery time(s).
- 2) City reserves the right to inspect an awarded Bidder's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Bidder's capabilities and qualifications.
- 3) Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.
- 4) City reserves the right to reject any Bid on which the information submitted by Bidder fails to satisfy City and/or if Bidder is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- 5) Any false statements made by a Bidder or any related communication/clarification may result in the disqualification of its Bid from receiving further evaluation and a contract award.

**Sourcing Event SFGOV-0000011625
Attachment 1
City's Contract Terms**

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

**Agreement between the City and County of San Francisco
and**

**[Insert name of contractor]
[Insert Department Contract ID, if any]
[Insert PeopleSoft Contract ID]**

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 of Contractor]** ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Department of Public Health ("Department" or "DPH") seeks to procure for Non-Emergency Wheelchair-Accessible Transportation (NEWAT) for Patients at DPH's Zuckerberg San Francisco General (ZSFG) Hospital, Laguna Honda Hospital (LHH), and DPH-operated/contracted Clinics, in accordance with Appendix A, Scope of Work from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids ("IFB") entitled Non-Emergency Wheelchair-Accessible Transportation issued through Sourcing Event ID SFGOV-0000011625; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver 14BPREDID0002919; and

WHEREAS, approval for the Agreement was obtained on May 4, 2026 from the Civil Service Commission under PSC number DHRPSC0006148 which authorizes the award of multiple

agreements, the total value of which cannot exceed \$3,605,377 and the individual duration of which cannot exceed five years; and

WHEREAS, the City's Health Commission reviewed this Agreement by [insert resolution number] on [insert date of Commission action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; 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 "Appendices" means the appendices listed in Article 14 ("Appendices") herein.

1.3 "Artificial Intelligence" or "Artificial Intelligence Model" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 "Artificial Intelligence System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 "Business Associate" or "BAA" has the meaning given to such term under HIPAA and its implementing regulations, including 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103, as may be amended from time to time.

1.6 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and "San Francisco Department of Public Health".

1.7 "City Data" means all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

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

1.9 "Confidential Information" means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.

1.10 “Contractor” means [insert name and address of contractor].

1.11 “Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.12 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, 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.

1.13 “Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.

1.14 “Health Care Component” has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.15 “Hybrid Entity” has the meaning given to such term under HIPAA and its implementing regulations, including 45 C.F.R. Section 164.103, as may be amended from time to time.

1.16 “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.

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

1.18 “Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.19 “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 **Term.** 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 **Options to Extend.** City has the option to renew the Agreement for a period of [enter number] (#) additional years. City may exercise this option at City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

2.3 **Reserved (No Automatic Renewal).**

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

3.1.2 **Maximum Costs.** 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 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."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 **Compensation.**

3.3.1 **Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words in bold], the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until City approves the Services rendered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory delivery of Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to 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 Invoicing Format. Contractor shall invoice City for the **Services** provided under this Agreement on a timely basis, and in no event later than **30** days after delivery of the **Services** or as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within **[15]** days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID, PeopleSoft Supplier Name and ID, complete description of the Services delivered (including manufacturer name, manufacturer SKU, and product description), sales/use tax (if applicable), unit cost, unit of measure, quantities, extended cost, and contract payment terms. Where Contractor's pricing is based on a percentage mark-up or discount over manufacturer's list price, invoices must also include the manufacturer list price and Contractor's percentage mark-up or discount over manufacturer's list price. Where Contractor's pricing is based on a percentage mark-up over cost, invoices must also include Contractor's cost and Contractor's percentage mark-up over Contractor's cost. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved (LBE Payment and Utilization Tracking System).

3.3.6 Reserved (Grant Funded Contracts).

3.3.7 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within **30** calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date City posted electronic payment to Contractor.

(b) **Payment Discount Terms:** The Payment Discount Terms for this Agreement are as follows: **[] %/[] Days, Net []**. The Payment Discount period begins (1) upon date of completion of the rendering of the Services or (2) the date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date City issued a check to Contractor or,

if Contractor has agreed to electronic payment, the date City posted electronic payment to Contractor.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. 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 Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 109 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

(a) **Services.** This Agreement is subject to the prevailing wage requirements of Labor and Employment Code Article 102.1 and Article 102.[insert #], which are incorporated by reference as terms of this Agreement. Contractor agrees that any employee engaged in **Motorbus Services Contracts** services (as defined in Article 102.7) shall be paid not less than the Prevailing Rate of Wages, as fixed and determined by the Board of Supervisors pursuant to Labor and Employment Code Article 102.1. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the prevailing wage rate requirement imposed by this Article.

(b) **Transition Employment Requirements.** This Agreement is subject to the Transition Employment Requirements in Labor and Employment Code Article 109. Contractor agrees to comply with, and to require any authorized Subcontractors to comply with, the obligations imposed by Article 109.

(c) **Requirement of Employer-Employee Relationship.** This Agreement is subject to the Employer-Employee Relationship requirements in Labor and Employment Code Article 102.1(d). Contractor and any authorized Subcontractors shall perform this Agreement with Individuals employed by Contractor or Subcontractor in an Employer-Employee relationship as defined by California law.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wage to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

3.6.4 Job Site Notices and Records. Contractor shall prominently post at each job site a sign informing employees that the work is subject to City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives.

3.6.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and

employee paychecks, and (ii) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Articles 101 through 109, as applicable.

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

3.7 Reserved (Displaced Worker Protection Act).

Article 4 Services Provided

4.1 Reserved (Primary and Secondary Contractors).

4.2 Term Agreement – Indefinite Quantities. This is a term, indefinite quantities Agreement to supply the Services identified in this Agreement. Unless otherwise specified herein, Services will be required in quantities and at times as ordered during the period of the Agreement. Estimated Services are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may also make purchases from other suppliers when Purchasing determines, in its sole discretion, that City has an immediate need for the Services or that it is not practical to purchase against this Agreement. City will not honor minimum order charges under this Agreement.

4.3 Qualified Personnel. Contractor represents and warrants that it is qualified to deliver the Services for which it is contracted to provide through this Agreement, and that all Services will be delivered by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

4.4 Services.

4.4.1 Awarded Services. Contractor agrees to perform the Services stated in [Appendix A, "Scope of Services"](#). Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated. If, during the term of the Agreement, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, Contractor agrees that the service will be canceled and removed from the Agreement without penalty to City. City's sole obligation to Contractor is payment for Services performed prior to the cancellation date. City shall give

Contractor ten (10) days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing in writing, which can include email, certified mail, or other trackable mail, thirty (30) days in advance of any changes in the Services required in the Agreement. Any changes made without the approval of Purchasing will constitute a Default.

4.4.2 Subcontracting. 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.

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

(a) **Independent Contractor.** For the purposes of this Section 4.4.3, "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 is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, including its agents, and employees, will not represent or hold itself/themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. 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 of its agents or employees. 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 Section 4.4.3. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.4.3, 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 warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

(b) **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 Section 4.4.3 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 hold 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.

4.4.4 Reserved (Warranty (Services)).

4.5 Reserved (Goods Terms).

4.6 Assignment. The Services to be delivered by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 Reserved (Liquidated Damages).

4.8 Reserved (Performance Bond).

4.9 Reserved (Fidelity Bond or Crime Insurance).

4.10 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give City Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver the Services using all modes of transportation available. In addition, Contractor shall charge fair and competitive prices for the Services ordered during an emergency and not covered under the awarded Agreement.

4.11 Annual Usage Reports by Contractor.

4.11.1 Annually no later than February 15 and upon request, Contractor shall prepare and submit to City an electronic report in Microsoft Excel or CSV format identifying the Services rendered under this Agreement ("Usage Report").

4.11.2 The Usage Report must detail all Services performed by Contractor as of the Contract start date through December of the calendar year directly preceding the date of the report.

4.11.3 The Usage Report shall include, at a minimum, the following data:

- (1) Ordering DPH Hospital/Clinic
- (2) Name of DPH Scheduler

- (3) Purchase Order ID
- (4) Invoice Number
- (5) Invoice Date
- (6) Patient/Resident Name
- (7) Medical Record #
- (8) Service Date
- (9) Scheduled Trip Time
- (10) Actual Trip Start Time
- (11) Trip Pick-up Address
- (12) Trip Drop-off Address
- (13) Mileage
- (14) Trip Special Instructions (if applicable)
- (15) Trip Type (one-way, roundtrip, dry run, canceled)
- (16) Rate
- (17) Surcharge(s)
- (18) Total Trip Cost

4.11.4 Upon request, Contractor must also furnish a separate Usage Report for Services delivered to City which are not part of this Agreement.

4.11.5 Contractor shall email is Usage Reports to <mailto:OCAVendor.Report@sfgov.org>.

4.11.6 Any report files larger than 10MB must be submitted in electronic format on USB drive and mailed to the address shown below with the term Agreement number and “Annual Supplier Reporting” clearly marked on the envelope/packaging. Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. [Enter Number]
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

4.11.7 City reserves the right to terminate this Agreement if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

(d) Reserved (Professional Liability Insurance).

(e) Reserved (Technology Errors and Omissions Liability Insurance).

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

(g) Reserved (Pollution Liability Insurance).

5.1.2 Additional Insured.

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

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

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

5.1.3 Waiver of Subrogation. The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance.

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

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

(c) Reserved (Pollution Liability Insurance as Primary Insurance).

5.1.5 Other Insurance Requirements.

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

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 Indemnification.

5.2.1 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 liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, 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 personal 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; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are 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, experts, and related costs and City's costs of investigating any claims against City.

5.2.2 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.

5.2.3 Contractor shall indemnify, defend, 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.

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CONTRACT NOT TO EXCEED AMOUNT," 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 DELIVERED 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 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. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable 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 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 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the 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) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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

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

(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 thirty (30) days after the 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 provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of ten percent (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 five percent (5%) of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, 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 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 **Payment Obligation.** City's payment obligation under Section 8.1, "Termination for Convenience," 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.	10.3.5	Reserved (Working with Minors)
4.6	Assignment	10.3.6	Alcohol and Drug Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(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 (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, 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, 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 Default Remedies. 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 arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also 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 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 in accordance with 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 Section 8.4, “Rights and Duties upon Termination or Expiration,” 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	8.2.2	Default Remedies
3.3.6(b)	Reserved (Grant Funded Contracts – Disallowance)	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
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. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, 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 Reserved (Rights in Deliverables).

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 https://codelibrary.amlegal.com/codes/san_francisco/latest/overview.

10.2 Governmental Conduct-Related Contractual Obligations.

10.2.1 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 City if it becomes aware of any such fact during the term of this Agreement.

10.2.2 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 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.

10.2.3 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 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 (12) months after the date 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 ten percent (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.

10.3 Employment-Related Contractual Obligations.

10.3.1 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of San Francisco

Administrative Code Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.3.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 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 Article 121, 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 Article 121. 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.

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

10.3.5 Reserved (Working with Minors).

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

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply

with this requirement by implementing a drug-free workplace program that complies with the [Federal Drug-Free Workplace Act of 1988 \(41 U.S.C. § 701\)](#) or [California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq.](#)

10.3.7 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Article 131.2.

10.3.9 Reserved (Sweat Free Procurement).

10.4 Environmental-Related Contract Obligations.

10.4.1 Reserved (Packaged Water Prohibition).

10.4.2 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), 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.

10.4.3 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.

10.4.4 Reserved (Sugar-Sweetened Beverage Prohibition).

10.4.5 Reserved (Preservative Treated Wood Products).

10.4.6 Reserved (Printing Services).

10.4.7 Reserved (Collection of Recyclable Materials).

10.5 Reserved (Slavery Era Disclosure).

10.6 Nonprofit Contractor Obligations.

10.6.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its

compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.6.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$1,000,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.7 Reserved (Prop J Approval).

10.8 Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this Agreement without prior written permission of Purchasing.

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:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 410 San Francisco, California 94102 e-mail: <CA e-mail>
To Contractor:	Name Title Company Address Email Phone

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the Services provided under this Agreement.

11.2.3 Reserved (Web and Mobile Content Accessibility).

11.3 **Incorporation of Recitals.** The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's delivery of Services, and City's payment may be subject to the California Public Records Act, (California Government Code §7920.000 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 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 delivery of Services under this Agreement. City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. 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 City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by 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 without regard to conflict of law provisions. 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 Agreement, including the Appendices, 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 City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner applicable to 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. If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City's terms and Contractor's terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 City's instruction and

requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

11.15 No Third-Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 Department Specific Terms

12.1 Exclusion Lists and Employee Verification. Upon commencement of this Agreement and monthly thereafter, Contractor shall check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from performing Services under this Agreement. Proof of checking these lists must be retained for seven years.

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 delivering the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

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

13.2 Reserved (Payment Card Industry ("PCI") Requirements).

13.3 Business Associate Agreement. The Parties acknowledge that City is designated as a Hybrid Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all Health Care Components of the City, including a City department involved in this Agreement, are required to comply with the HIPAA rules governing the access, use, disclosure, transmission, storage, and security of protected health information ("PHI"). For

purposes of this Agreement, Parties agree that if Contractor is performing a service or function for or on behalf of a City department that is a Health Care Component, where such service or function makes Contractor a Business Associate of City, Contractor must comply with the obligations and conditions contained in the Business Associate Agreement (“BAA”) that shall be attached to this Agreement as Appendix [insert the appendix letter] and incorporated as though fully set forth herein. Parties agree that if Contractor is not performing a service or function that makes Contractor a Business Associate of City, a BAA is not required and will not be attached to this Agreement. Contractor, however, must still comply with any data privacy and security laws that apply to Contractor, including, but not limited to, HIPAA, CMIA (Cal. Civ. Code Sec. 56 et seq.), Cal. Welf. & Inst. Code Sec. 5328, and 42 CFR Part 2.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City’s prior written consent, which may be withheld or withdrawn at City’s sole discretion. Nothing herein shall be construed to confer any license or right to the City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to

City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including its subcontractors' environments, work stations used to process or produce the data , and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. **Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring.** The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 Appendices. The following appendices ("Appendices" in the plural and each an "Appendix" in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- A: Scope of Services
- B: Calculation of Charges
- C: Regulatory and Compliance Requirements
- D: **Business Associate Agreement**

Article 15 MacBride Principles

15.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code Chapter 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 City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

Recommended by: _____

[Name]
[Title]
[Department]

Date: _____

Approved as to Form:

David Chiu
City Attorney

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

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration and City Purchaser

By: _____
[Name of Purchaser: _____]
Authorized Signer

Date: _____

CONTRACTOR

[Company Name]

[Name of Authorized Representative]
[Title]
[Optional: Address]
[Optional: City, State, ZIP]

Date: _____

City Supplier Number: [Supplier Number]

Appendix A - Scope of Services

This solicitation is being issued by DPH. DPH is seeking qualified Proposers to provide Proposals for Non-Emergency Wheelchair-Accessible Transportation (NEWAT) for Patients/Residents at DPH's Zuckerberg San Francisco General (ZSFG) Hospital, Laguna Honda Hospital (LHH), and DPH-operated/contracted Clinics. The Contractor must provide NEWAT starting and/or ending at ZSFG, LHH, or DPH-operated/contracted Clinics.

The Contractor must comply with all federal, state, and local laws, including ADA requirements and California Title 22 wheelchair van regulations. The Contractor is informed that all training and licensing costs is the responsibility of the Contractor and are no cost to DPH.

1. **Transportation Trips.** The Contractor must provide NEWAT starting and/or ending at ZSFG, LHH, or DPH-operated/contracted Clinics for the following trips:
 - a. Hospital discharges.
 - b. Outpatient appointments.
 - c. Diagnostic and specialty care visits, including dialysis.
 - d. Inter-facility transports (non-emergent).
 - e. Return-to-home trips.
 - f. Same-day urgent trips authorized by the hospital.
 - g. Behavioral health and specialty clinics.
2. **Operations Requirements.** The Contractor must operate NEWAT as follows:
 - a. **Trip Hours of Operation.** Operate NEWAT from 06:00AM-10:00PM, 7 days per week, 365 days per year, including holidays.
 - b. **Dispatch Hours of Operation.** Provide dispatch to schedule Transportation Trips from 04:30AM-11:30PM, 7 days per week, 365 days per year, including holidays.
 - c. **Trip Request.** Receive request for NEWAT via phone, fax, and email.
 - i. The Department will include a designated trip contact when submitting a trip request.
 - ii. The Department will integrate Careport within Epic Electronic Health Record (EHR) for future dispatch purposes. Contractors will be asked to use Careport as a dispatch method in the future.
 - d. **Communications.** Ensure communication of the following:
 - i. Communicate estimated time or arrivals (ETA) for Pick-up and Drop-off, driver location, and trip status updates when requested by the Hospital.
 - ii. Report incidents, accidents, or complaints within 24 hours.
 - iii. Investigate incidents, accidents, or complaints, report findings, and provide a remedy within 72 hours to hospitals.
 - iv. Report injuries or collisions immediately.

- v. All communications with Patients/Residents and DPH Staff must be courteous, trauma-informed, and respectful of Patient/Resident dignity and privacy.
 - e. **Confirmation.** Confirm receipt of a NEWAT request within 10 minutes of receiving a request.
 - f. **Lead Times.** Provide NEWAT within 90 minutes of receiving a request.
 - g. **Trip Prioritization.** Prioritize certain trips upon request of each Hospital.
 - i. Note: The Department prioritizes the following but will communicate priority for each trip. 1. Medical Procedures (e.g., dialysis, radiation, infusion); 2. Hospital Discharges; 3. Routine Visits.
 - h. **Wait Time Policy.** Wait for Patients/Residents at least 15 minutes after the scheduled pick-up time at no charge to DPH.
 - i. **Delay/Cancellation Policy.** For same day scheduled trips, notify as soon as possible the Hospital/Clinic and designated trip contact when a trip is delayed or cancelled, no later than the end of Dispatch Hours of Operations.
 - j. **Alternative Transportation Policy.** Provide alternative transportation within 2 hours when a vehicle becomes inoperable.
 - k. **Peak Demand.** Maintain sufficient vehicles and staff during peak demand.
 - i. ZSFG Peak Demand Hours are from 2pm-6pm, averaging 8-10 trips per hour.
 - ii. LHH Peak Demand Hours are from 8am-2pm, averaging 2-4 trips per hour.
3. **Door-to-Door Escort Requirements.** The Contractor must:
- a. Provide Patients/Residents a safe escort and assistance to and from the vehicle.
 - b. Pick-up and Drop-off Patients/Residents at specified locations.
 - i. The Department may specify a Drop-off location such as a Clinic's registration desk. If a clinic is located within a hospital setting, patient or resident must be escorted inside to the registration desk of the appointment location.
 - c. Provide wheelchair for use during transport when requested.
 - d. Assist Patients/Residents with mobility devices. Assistance includes:
 - i. wheelchair stabilization.
 - ii. navigation over curbs, ramps, and thresholds.
 - e. Ensure Patients/Residents are secured when loading/unloading Patients/Residents using lifts or ramps.
 - f. Provide additional assistance for vulnerable or medically fragile Patients/Residents when directed by the hospital.
 - g. Provide bedside to vehicle assistance, stair assistance, and/or transport for bariatric Patients/Residents.
 - h. Provide assistance with Patient/Resident coats, bags, and/or small medical equipment as-needed.
4. **Vehicle Requirements.** The Contractor must provide vehicle fleets with:
- a. GPS-enabled vehicles.
 - b. A First Aid Kit in each vehicle.

- c. ADA-compliant lifts or ramps meeting ADA design standards.
- d. ADA accommodations for service animals.
- e. Heating and Air Conditioning in the passenger compartment.
- f. Passenger restraints (lap + shoulder belts).
- g. Seatbelts for all vehicle passengers.
- h. Wheelchair securement systems that are four-point secured and prevents wheelchair movement.
- i. At least one vehicle capable of transporting bariatric Patients/Residents with ADA-compliant lifts or ramps rated for 600lb capacity.
- j. During the course of the contract, DPH reserve the right to inspect vehicles for compliance of these Vehicle Requirements at DPH's discretion. Failure to pass inspection will require the vehicle to be put out of service at DPH's discretion.
- k. Optional: Room for one adult to accompany a Patient/Resident when space allows.

5. **Safety Requirements.** The Contractor must complete the following safety requirements at no cost to DPH:

- a. Perform daily pre-trip safety and functionality checks of all Vehicle Requirements.
- b. Wheelchair Handling:
 - i. Ensure proper securement of Patients/Residents before start of transit.
 - ii. Escort and assist Patients/Residents from door to vehicle ("door-to-door").
 - iii. Provide bedside to vehicle assistance, stair assistance, and/or transport for bariatric Patients/Residents upon request.
- c. Infection Prevention:
 - i. Daily Cleanings such as sanitizing high touch surfaces between trips and ensuring a tidy, odor-free, and garbage-free vehicle environment.
 - ii. Ensure compliance with applicable Health Officer Orders (ex: Pandemic Social Distancing Protocols).
- d. Remove unsafe vehicles from operations immediately.
- e. Secure small medical equipment such as oxygen tanks.

6. **Driver Requirements.** The Contractor must provide drivers that meet the following:

- a. Are 18 years of age or older.
- b. Have minimum 3 years' experience driving wheelchair vehicles.
- c. Hold a valid California Commercial Driver's License.
- d. Hold first aid certification from the American Red Cross or an equivalent.
- e. Medical Examination Report Form (MCSA 5875).
- f. Medical Examiner's Certificate (MCSA 5876)
- g. Pass Live Scan background checks and DMV record screening.
- h. Receive training, or re-training upon DPH request, from the Contractor for the following:
 - i. ADA passenger assistance.
 - ii. Wheelchair securement.
 - iii. Lift and ramp operation.

- iv. Safe Patient/Resident handling.
- v. Emergency procedures.
- vi. Transportation for bariatric Patients/Residents.
- vii. Patient/Resident privacy.
- viii. Patient/Resident courtesy.
- ix. Abuse prevention and reporting.
- i. Wear company uniform and identification badge.
- j. Comply with all traffic laws.
- k. English-proficient and/or Contractor provides interpreter services for drivers and/or Patients/Residents with limited English proficiency at no cost to DPH when requested.

7. **Documentation & Reporting.** The Contractor must provide:

- a. **Trip Logs.** Log the following:
 - i. GPS logs.
 - ii. Pick-up and drop-off times.
 - iii. Daily pre-trip safety and functionality checks.
 - iv. Daily cleanings.
 - v. Any incidents, accidents, and complaints.
- b. **Monthly Reports.** Report previous monthly reports on the 10th of every month. Reports must contain the following:
 - i. Number of trips.
 - ii. On-time performance.
 - iii. Wait times.
 - iv. Delays or missed trips.
 - v. Complaints and resolutions.
 - vi. Vehicle/equipment downtime.
- c. **Quarterly Reports.** Report on previous quarter's trends in delays, safety issues, and complaints on October 15th, January 15th, April 15th, and July 15th.
- d. **Quarterly Meetings** with DPH Staff to review performance.
 - i. Implement corrective action plans as necessary and directed by the hospital.
- e. **Annual Report.** Report on previous fiscal year's annual usage and performance standards on July 31st. Annual reports must include summary of Monthly Reports.
- f. **Driver Requirements Documentations** for all drivers (Driver's License, first aid certification, MCSA 5875, MCSA 5786, Live Scan, Training records).
- g. **Vehicle Records** for all vehicles (vehicle registration, maintenance records).
- h. City may request Documentation & Reports with 24-hour notice unless otherwise specified and/or agreed to by both parties.

8. **Performance Standards.** The Contractor must meet the following:

- a. 90% on-time Pick-up.
 - i. Note: On-time Pick-up is defined as Driver arriving within 15 minutes of a Scheduled trip.
- b. 90% Fulfillment of trips.

- i. Note: Fulfillment of Trips is defined as Contractor not cancelling a scheduled Transportation Trip nor rescheduling a scheduled Transportation Trip.
- c. 100% securement and restraint compliance.
- d. 99% accessibility equipment uptime.
- e. <2% of complaints per month.
- f. 100% Compliance of Driver Trainings.

9. **Performance Thresholds and Credits to City.** Performance Thresholds and Credits to City. The below performance thresholds will be enforced by the City for each Hospital and/or Clinic location. The City shall deduct an amount equal to the Credit to City when Threshold Exceeded from any payment due or to become due to the Contractor under this Agreement or any other agreement between the Parties. Credit will be applied no earlier than fourteen (14) days after notice is sent to Contractor. Such monetary credit shall be applied regardless of whether City provided a notice of default under Section 8- Termination and Default of the Agreement.

Performance Failure	Allowable Negative Performance Threshold	Expected Delivery	Actual Delivery Date	Credit to City when Threshold Exceeded
Contractor fails to provide invoices that includes the following in Excel: Ordering DPH Hospital/Clinic, Name of DPH Scheduler, Purchase Order ID, Invoice Number, Invoice Date, Patient/Resident Name, Medical Record #, Service Date, Scheduled Trip Time, Actual Trip Start Time, Trip Pick-up Address, Trip	2 per year	Within 30 days after request	N/A	\$200

Drop-off Address, Mileage, Trip Special Instructions (if applicable), Trip Type (one-way, roundtrip, dry run, cancelled), Rate, Surcharge(s), Total Trip Cost.				
Contractor fails to meet 90% of the average monthly on-time Pick-up of trips for the month.	2 per year	Meet 90% the following month	N/A	3 rd occurrence – \$200
				4 th occurrence – \$400
				5 th + occurrence – \$600
Contractor fails to meet 90% of the average monthly Fulfillment of trips for the month.	4 per year	Meet 90% the following month	N/A	5 th occurrence – \$200
				6 th occurrence – \$400
				7 th + occurrence – \$600
Contractor fails to report incidents, accidents, or complaints within 24 hours.	1 per year	Within 24 hours of the incident, accident, compliant occurring	24-48 hours after occurrence	\$25
			48-72 hours after occurrence	\$50
			72-120 hours after occurrence	\$100
			1 week+ after occurrence	\$500
			No Report (if DPH Reports first)	\$1,000
Contractor fails	1 per year	Within 24 hours of DPH	24-48 hours past	\$25

to provide Documentation & Reports within the 24 hour notice or within the given deadline.		request	the deadline	
			48-72 hours past the deadline	\$50
			72-120 hours past the deadline	\$100
			1 week+ past the deadline	\$500

10. **DHCS Provider and Medical Billing.** Contractor must be willing to enroll as a “Non-Emergency Medical Transportation (NEMT)” Provider with the California Department of Health Care Services (DHCS) for Medi-Cal billing purposes during the life of the contract. The City may require Contractors to enroll as a “Non-Emergency Medical Transportation (NEMT)” Provider with DHCS and bill Medi-Cal/managed Medi-Cal plans for full payment at a later date. The City may terminate the contract should a Contractor fail to enroll within 180 days of receiving a request from the City to enroll.

Appendix B - Calculation of Charges

Attachment 4 - Bid Sheet						
Department:	Department of Public Health					
Sourcing Event ID:	SFGOV-0000011625					
Bidder's Name:						
Instructions:	Bidders shall complete all YELLOW cells in their entirety within EACH LINE below. Failure to do so will result in a rejected Bid. All prices shall be <i>exclusive</i> of sales tax. The lowest "Total Extended Price" in green below will be deemed the Lowest Bid.					
Will City Award Primary and Secondary Contracts for each Line?	No					
Must Bidders Bid on All Lines?	Yes					
May Bidders offer equal/substitute to products named below?	No					

Line	Description	Est. Annual Trips/Miles/Hours	Unit of Measure	Offered Unit Price	Extended Price	
1	A ONE-WAY transportation trip within the City and County of San Francisco borders.	3,720	Trip	\$	\$	
2	A ROUNDTRIP transportation trip within the City and County of San Francisco borders.	5,784	Trip	\$	\$	
3	Per mile surcharge for miles driven outside of the City and County of San Francisco borders.	19,416	Mile	\$	\$	
4	Per trip surcharge for Stair Assistance for Patient/Resident.	84	Trip	\$	\$	
5	Per hour surcharge for providing Transportation Trips outside of Trip Hours of Operation (06:00AM-10:00PM, 7 days per week, 365 days per year, including holidays).	168	Hour	\$	\$	
					\$	Total Extended Price

Appendix C - Regulatory and Compliance Requirements

1. Additional Services.

If, in the satisfaction of governmental interests it is necessary to purchase additional Services from Contractor, additional Services may be added to this Agreement by mutual agreement of the Parties in accordance with Chapter 21 of the San Francisco Administrative Code.

2. Regulatory Requirements

- A. All drivers provided under this Agreement must possess a valid California Commercial Driver's License with a passenger vehicle endorsement with a Class A or B status.
- B. All drivers provided under this Agreement must have minimum 3 years' experience driving wheelchair vehicles.
- C. All drivers provided under this Agreement must complete Medical Examination Report Form (MCSA 5875), Medical Examiner's Certificate (MCSA 5876), and first aid certification.
- D. Contractor under this Agreement must be willing to enroll as a Non-Emergency Medical Transportation Provider with the California Department of Health Care Services (DHCS) for Medi-Cal billing purposes during the life of the contract. The City may require Contractors to enroll as a Non-Emergency Medical Transportation Provider with DHCS and bill Medi-Cal/managed Medi-Cal plans for full payment at a later date. The City may terminate the contract should a Contractor fail to enroll within 365 days of receiving a request from the City.

3. Other Requirements.

- A. **Hours of Operation:** Contractor must maintain normal business hours of 6:00 A.M. to 10:00 P.M., 7 days per week, 365 days per year, including holidays throughout the term of the Agreement, and be open at all times during that period.
- B. **Infectious Disease Terms:** Contractors required to perform physical activities on City property that places Contractor or its employees in proximity to medical patients, including but not limited to San Francisco Department of Public Health facilities where patient care or counseling is performed, shall be subject to the following requirements, as applicable:
 - 1. **Infection Control, Health and Safety:**
 - a. Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

- b. Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- c. Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- d. Contractor must demonstrate personnel policies/procedures for COVID-19 exposure control consistent with CDC recommendations, Cal/OSHA regulations, SF DPH Health Orders, Directives, and Guidance. The Contractor's attention is directed to Cal/OSHA's new 8 CCR 3205 COVID-19 Prevention Emergency Temporary Standard and/or any successor regulations.
- e. Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- f. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- g. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- h. Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.
- i. Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

2. Aerosol Transmissible Disease Program, Health and Safety:

- a. Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral

procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

- b. Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- c. Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- d. Contractor assumes responsibility for procuring all medical equipment and supplies for use by their employees, agents, subcontractors including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.
- e. If/when Contractor determines that they do not fall under the requirements of 8 CCR 5199 Contractor is directed to Cal/OSHA's Emergency Temporary Standard for COVID-19, 8 CCR 3205, which applies to all employers who do not fall under 8 CCR 5199 but for who's employees have potential for exposure to COVID-19.

Appendix D - Business Associate Agreement

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement by and between the City and County of San Francisco, a Hybrid Entity designated under HIPAA, referred herein as the Covered Entity (“CE”), and [insert name of contractor] (“Contractor”), the Business Associate (“BA”), dated [insert date] (the “Agreement”).

RECITALS

A. CE, by and through the [insert Department name] (“[Insert Acronym]”), wishes to disclose, allow access to, or allow collection of certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement and this BAA, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA are committed to complying with all federal and state laws governing the confidentiality, privacy, and security of health information disclosed to BA pursuant to the Agreement, including, but not limited to the Standards for PHI under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws with respect to health information, mental health information, and substance use treatment information, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”), and 42 CFR Part 2.

D. CE is required to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose to BA, or allow BA to create, collect, use, access, maintain, or transmit for or on CE’s behalf, certain identifiable health information. The parties desire to enter into this BAA to permit BA to disclose, create, collect, use, access, maintain, or transmit such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding regulations.

1. Definitions.

For purposes of this BAA, the Parties agree that each term below and any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules (as defined below), and as each may be amended from time to time.

- a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- b. **Breach Notification Rule** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- c. **Business Associate** means a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, as defined in 45 CFR §160.103.
- d. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including 45 CFR §160.103.
- e. **Data Aggregation** means the combining of PHI by the BA with the PHI received by the BA in its capacity as a BA of one or more other covered entity, to permit data analyses that relate to the Health Care Operations of the respective covered entities, and the meaning given to such term in 45 CFR §164.501.

- f. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including 45 C.F.R. Section 164.501.
- g. **Electronic PHI or ePHI** means any PHI maintained or transmitted by electronic media as defined in 45 CFR §160.103.
- h. **Health Care** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- i. **Health Care Component** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- j. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- k. **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Part 160 and Part 164.
- l. **Hybrid Entity** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.103.
- m. **Privacy Rule** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- n. **Protected Health Information or PHI** has the meaning given to such term under the Privacy Rule, including 45 CFR §§160.103 and 164.501, limited to the information created, maintained, stored, transmitted, or received by BA from or on behalf of CE, or another BA of CE.
- o. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and as defined in the Security Rule, including 45 CFR §164.304.
- p. **Security Rule** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- q. **Unsecured PHI** has the meaning given to such term under 42 U.S.C. §17932(h) and 45 CFR §164.402.

2. **Obligations of Business Associate.**

a. **User Training.** The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within fifteen (15) calendar days of a written request by CE.

b. **Permitted Uses and Disclosures.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA may use, access, and/or disclose PHI as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE (see 45 CFR §§164.502, 164.504(e)(2), and 164.504(e)(4)(i)). If BA discloses PHI to a third party, if the disclosure is required by law, or otherwise BA must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (ii) an agreement from this third party to notify BA immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

c. **Prohibited Uses and Disclosures.** BA will not use, access, or disclose PHI other than as permitted or required by the Agreement, this BAA, and under the Privacy Rule, or as required by law. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted under 42 U.S.C. §17935(d)(2), and, 45 CFR §164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided under the Agreement.

d. Appropriate Safeguards. BA will use appropriate safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards under the Security Rule, including, but not limited to, 45 CFR §§164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 CFR §164.316, and 42 U.S.C. §17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. §17934(c).

e. Agreements with Subcontractors and Agents. BA will ensure that any of its agents and subcontractors that have access to, or which create, receive, maintain or transmit PHI for or on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.c. above (see 45 CFR §§164.504(e)(2) through (e)(5), and 164.308(b)). BA must mitigate the effects of any such violation.

f. Accounting of Disclosures. BA will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). BA will also make available information related to such disclosures as would be required for CE to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, BA will furnish CE the following with respect to any covered disclosures by BA: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

i. BA will furnish to CE information collected in accordance with this Section 2(e), within ten business days after written request by CE, to permit CE to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that CE elects to provide an individual with a list of its business associates, BA will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

ii. In the event an individual delivers the initial request for an accounting directly to BA, BA will forward such request to Covered Entity within ten (10) business days of receipt.

g. Access to PHI by Individuals. Upon request, BA agrees to provide CE copies of the PHI maintained by BA in a Designated Record Set in the time and manner designated by CE to enable CE to respond to an individual's request for access to PHI under 45 CFR §164.524. In the event any individual or personal representative requests access to the individual's PHI directly from BA, BA will forward that request to CE within ten (10) business days. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of CE.

h. Amendment of PHI. Upon request and instruction from CE, BA will amend PHI or a record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, BA as directed by CE in accordance with procedures established by 45 CFR §164.526. Any request by CE to amend such information will be completed by BA within fifteen (15) business days of CE's request. If an individual request an amendment of PHI directly from BA or its agents or subcontractors, BA must forward any such request to CE within ten (10) business days. Any amendment of, or decision not to amend, the PHI or record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI will be the sole responsibility of CE.

i. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's or BA's compliance with HIPAA and this BAA.

j. Minimum Necessary. BA, its agents and subcontractors shall request, use, access, and disclose only the minimum amount of PHI necessary to accomplish the intended purpose of such use, access, or disclosure, or request. (see 42 U.S.C. Section 17935(b) and 45 CFR §164.514(d)).

k. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information provided by CE to BA or created, received, maintained or transmitted by BA or BA's agents or subcontractors under the Agreement, including any and all forms thereof.

l. Notification of Suspected or Actual Breach. BA shall notify CE within five (5) calendar days of any breach of PHI; any use or disclosure of PHI not permitted by the Agreement or this BAA; any Security Incident (except as otherwise provided below) related to PHI, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take prompt corrective action to cure any deficiencies and any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

i. Unsuccessful Security Incident Attempts: The Parties acknowledge and agree that this Section constitutes notification by BA to CE of the ongoing existence and occurrence of attempted Security Incidents that do not result in and/or that BA does not anticipate will result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (including, for example, pings on BA's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses). Unless requested by CE, no further notification of unsuccessful Security Incident attempts is required.

ii. Successful Security Incident Attempts: BA must notify the City within five (5) calendar days of any Security Incident attempt that results in, or that BA anticipates may result in, unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (such as continuous and/or persistent Security Incident attempts or a suspicious pattern of Security Incident attempts).

iii. Written Request for Security Incident Report: Upon CE's request, BA must provide CE a written Security Incident Report that: (a) identifies the categories of Security Incident attempts; (b) indicates whether BA believes its current defensive security measures are adequate to address Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures BA will implement to address security inadequacies.

m. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

n. Audits, Inspection and Enforcement. Within ten (10) calendar days of a request by CE, BA will provide CE with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other similar mutually agreed upon independent standards-based third-party

audit report. CE agrees not to re-disclose BA's audit report. If BA does not have such a report, BA will allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether BA has complied with this BAA or maintains adequate security safeguards. BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal data privacy or security-enforcement government entity.

3. Termination.

a. Material Breach. A breach by BA, or BA's agent or subcontractor, of any obligations under this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the Agreement to the contrary notwithstanding. (45 CFR §164.504(e)(2)(iii).)

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all PHI that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible (45 C.F.R. §164.504(e)(2)(ii)(J)). If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act including, 42 U.S.C. §17934(c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter

into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Litigation or Administrative Proceedings.

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Agreement or this BAA, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

6. No Third-Party Beneficiaries.

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. Interpretation.

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information. The parties agree that any ambiguity in the terms of this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy of health information.

Sourcing Event SFGOV-0000011625
Attachment 2
Bidder Questionnaire and References

Part I

Bidder Information

Firm's Legal Entity Name:	
Headquarter Address:	
Phone No.:	
Contact Name & Title:	
E-mail:	
SF Supplier ID:	
Federal Tax ID:	
Payment Terms:	

Contact Information for Placing Orders:

Telephone:	
Fax:	
Email:	
Website:	

Part II
Bidder Questionnaire

Question	Yes	No
1. Do you certify that you have complied and will continue to comply with Section 11.5 of this Solicitation entitled "Limitation on Communications During Solicitation?"		
2. Have you registered as a Bidder or Supplier, through the Supplier Portal (https://sfcitypartner.sfgov.org/)? If yes, what is your Bidder ID or Supplier ID? _____		
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? https://www.sf.gov/get-paid-your-vendor-services		
4. Have you registered your business with the San Francisco Treasurer & Tax Collector as required prior to submission of any Bid? <i>Enter your Business Tax Registration ID here: _____</i>		
5. Are you claiming LBE preference on this solicitation per Chapter 14B? To claim LBE preference for this solicitation, you must be certified in one or more of the following LBE certification category/categories by the Bid Due Date: Micro-LBE Small-LBE SBA-LBE		
6. Can you comply with the terms set forth in Attachment 1, City's Proposed Agreement Terms?		
7. Have you submitted with your Bid all the <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
8. Have you submitted with your Bid all the <u>Required Supporting Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
9. Have you submitted with your Bid a <u>Bid Sheet</u> that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain.		

Part III
Bidder References

All Bidders, including current Contractor, must provide references for at least **one (1)** organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful Bidder(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of Bid.

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

Part IV
Bidder Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime Bidder, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **SFGOV-0000011625 Non-Emergency Wheelchair-Accessible Transportation** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

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

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

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

Sourcing Event SFGOV-0000011625

Attachment 3

CMD LBE Forms

**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

Section 1: This form must be submitted with the Proposal or the Proposal may be deemed non-responsive and rejected. Prime Proposer/Bidder, Subconsultant/Subcontractor, Vendors, and lower sub tiers must be listed on this form. The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). All LBE Proposers/Bidders must meet the LBE sub participation requirement(s). A LBE Prime Proposer/Bidder may not count its own participation towards meeting the LBE sub participation requirement(s). Be sure to check the appropriate box for bid discount/rating bonus under Section 2. If more space is needed for Section 1, attach additional copies of this form.

Contract No.:		
Contract Title:		LBE SUBPARTICIPATION REQUIREMENT(S)
Firm:		☐ Micro and Small-LBE Sub Requirement - ____%
Contact Person:		☐ Micro, Small, SBA-LBE Sub Requirement - ____%
Address:		☐ Micro-LBE Sub Requirement - ____%
City/ZIP:		☐ Small-LBE Sub Requirement - ____%
Phone, Email:		☐ SBA-LBE Sub Requirement - ____%

***Type: Identify if Prime (P), Subconsultant/Subcontractor (S), or Vendor (V)**

TYPE *	Firm	Portion of Work (Describe Scope(s) of Work)	% of Work	Indicate LBE or Non-LBE. If LBE, identify Micro, Small, or SBA.	% of LBE Subwork (Carry-Over from % of Work Column)		
					Micro	Small	SBA
			%		%	%	%
			%		%	%	%
			%		%	%	%
			%		%	%	%
		Total % of Work:	100%	Total LBE Sub Participation:	%	%	%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

See CMD website <http://www.sfgov.org/cmd> for each firm's status.



Section 2. Bid Discount/Rating Bonus

Check applicable boxes. See instructions in Section 2.01.

- A. ☐ NO Rating Bonus Requested 0%
- B. Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000.
☐ Micro or Small-LBE 10%
☐ SBA-LBE 5%
- C. Contracts in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000.
☐ Micro, Small, or SBA-LBE 2%

Section 3. Prime Proposer/Bidder, Subconsultant/Subcontractor, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://www.sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	EMAIL:	_____

Attachment 4 - Bid Sheet

Department:	Department of Public Health
Sourcing Event ID:	SFGOV-0000011625
Bidder's Legal Entity Name:	
Instructions:	Bidders shall complete all YELLOW cells in their entirety within EACH LINE below. Failure to do so will result in a rejected Bid. All prices shall be <i>exclusive</i> of sales tax. The lowest "Total Extended Price" in green below will be deemed the Lowest Bid.
Will City Award Primary and Secondary Contracts for each Line?	No
Must Bidders Bid on All Lines?	Yes
May Bidders offer equal/substitute to products named below?	No

Line	Description	Est. Annual Trips/Miles/Hours	Unit of Measure	Offered Unit Price	Extended Price
1	A ONE-WAY transportation trip within the City and County of San Francisco borders.	3,720	Trips	\$ -	\$ -
2	A ROUNDTRIP transportation trip within the City and County of San Francisco borders.	5,784	Trips	\$ -	\$ -
3	Per mile surcharge for miles driven outside of the City and County of San Francisco borders.	19,416	Miles	\$ -	\$ -
4	Per trip surcharge for Stair Assistance for Patient/Resident.	84	Trips	\$ -	\$ -
5	Per hour surcharge for providing Transportation Trips outside of Trip Hours of Operation (06:00AM-10:00PM, 7 days per week, 365 days per year, including holidays).	84	Hours	\$ -	\$ -
					\$ - Total Extended Price

Sourcing Event SFGOV-0000011625
Attachment 5
Health Care Accountability Ordinance (HCAO) &
Minimum Compensation Ordinance (MCO) Declaration Forms



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

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

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

Declaration

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

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

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name

() _____
Phone

Federal Employer ID #



Minimum Compensation Ordinance (MCO) Declaration

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

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

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

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

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

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

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

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

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

Declaration

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

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

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name

(_____)_____
Phone

Federal Employer ID #

SF OFFICE OF LABOR STANDARDS ENFORCEMENT, CITY HALL ROOM 430 MCO/HCAO TEL (415) 554-7903 • FAX (415) 554-6291 1 DR. CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94102 WWW.SFGOV.ORG/OLSE

Sourcing Event SFGOV-0000011625
Attachment 6
First Source Hiring Form



SAN FRANCISCO
OFFICE OF ECONOMIC &
WORKFORCE DEVELOPMENT

FIRST SOURCE
HIRING
WORKFORCE PROJECTION FORM

Business Name:
Contract ID (If applicable):
Phone:
Date:

Main Contact:
Supplier ID (If applicable):
Email:
Signature: _____
Name of Authorized Representative:

** By signing this form, the company agrees to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code*

Instructions:

- This form must be submitted via email to the Office of Economic and Workforce Development at business.services@sfgov.org with the subject line First Source Hiring Workforce Projection Form
- If an entry level position becomes available at any time during the term of the lease and/or contract, the company must notify the First Source Hiring Program Administrator at business.services@sfgov.org

Section 1: Select your Industry:

- | | | | |
|---|--|---|--|
| ☐ Admin/Support/Waste Services | ☐ Food Services | ☐ Mgmt/Enterprises | ☐ Transport/Warehouse |
| ☐ Agri/Forestry/Fish/Hunt | ☐ Government | ☐ Manufacturing | ☐ Utilities |
| ☐ Construction | ☐ Health Care | ☐ Real Estate/Rental | ☐ Wholesale Trade |
| ☐ Educational Services | ☐ Info/Tech/Prof | ☐ Retail Trade | ☐ Other |
| ☐ Finance/Insurance | ☐ Leisure/Hospitality | ☐ Social Services | _____ |

Section 2: Indicate Industry NAICS code if known: _____

Section 3: Provide information on all Entry Level Positions:

Entry level Position Title	Job Description	Number of New	Projected Hiring

Section 4: Select the type of First Source Project:

- | | |
|---|--|
| ☐ Contractor | ☐ Scene in San Francisco Rebate Applicant |
| ☐ Subcontractor | ☐ City Contract (Department) _____ |
| ☐ City of San Francisco Tenant | ☐ Cannabis |
| ☐ Subtenant | ☐ Other _____ |
| ☐ Developer | |





First Source Hiring Program Fact Sheet

What is the First Source Hiring Program?

The First Source Hiring Program (First Source) was enacted in 1998 under Chapter 83 of the City's Administrative Code and is administered by the Office of Economic and Workforce Development (OEWD). The First Source Hiring Program requires that developers, contractors, and employers use good-faith efforts to hire economically disadvantaged San Franciscan residents for new entry level positions.

The First Source Hiring Program provides a ready supply of qualified workers to employers with employment needs, and it gives economically disadvantaged individuals the first opportunity to apply for entry level positions in San Francisco. Entry level positions are defined as those requiring less than two years of training or specific preparation and includes temporary and permanent jobs.

How can the First Source Hiring Program help your business at no cost?

- Promote job announcements to over 2,000 recipients in the San Francisco community
- Connect you with a pool of qualified, pre-screened candidates
- Refer graduates of OEWD-funded industry sector training programs
- Coordinate customized recruitment and hiring events
- Provide access to City-wide recruitment facilities and events

Which Businesses are required to comply with the First Source Hiring Program?

- Businesses who have leases with the City on City Property
- Businesses with City contracts for goods, services, grants or loans in excess of \$50,000
- Businesses with City-issued construction contracts in excess of \$350,000
- Developers with building permits for residential projects over 10 units and all employers engaged in commercial activity to be conducted in said development project, including residential services
- Any building permit application for a commercial activity over 25,000 square feet and involving new construction, an addition, or alteration which results in the expansion of entry and apprentice level positions for a commercial activity
- Cannabis-related businesses
- Special projects required by the Board of Supervisors and administered by OEWD

I need to comply with the First Source Hiring Program, where do I start?

Step #1: Contact the Business Services Team at the Office of Economic and Workforce Development (OEWD) by emailing to business.services@sfgov.org. You can also call 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

Step #2: The Business Services Team will assist you with registering your business in the OEWD's data system.

Step #3: Once you have registered with the OEWD's data system, the Business Services Team will assist you with recruitment for your open positions.

What are the penalties for non-compliance with the First Source Hiring Program?

- Liquidated damages up to \$5,000 can be assessed for each entry level job improperly withheld from the First Source Hiring Program process

Thank you for your interest in San Francisco's First Source Hiring Program. For more information, please visit us online at www.oewd.org/firstsource, email us at business.services@sfgov.org, or call us at 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

