

**City and County of San Francisco  
Office of Contract Administration**

**Request for Qualifications # 799**

**For**

**Heavy Cleaning and Infestation Preparation Services**



Date issued:

**Friday September 21, 2018**

Deadline for Questions:

**5 p.m., Friday October 5, 2018**

Responses due:

**3 p.m., Thursday October 18, 2018**

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**Appendices:**

- A. Required Information (Needs to be submitted)
- B. Sample P-245 Agreement (For your reference)
- C. Standard Forms: Listing and Internet addresses of Forms related to requirements for doing business with the City. (For your reference)

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**I. Introduction and Schedule**

**A. General**

General terms used in this Request for Qualifications (“RFQ”) are defined as follows:

Respondent refers to any entity submitting a Response to this RFQ, which may consist of any contractors who been pre-qualified.

Response refers to the qualifications package submitted for this RFQ.

Pre-Qualification refers to City’s evaluation process described below, which will result in a “pool” of pre-qualified Respondents.

Contractor refers to any Respondent pre-qualified to contract for services under this RFQ.

The Human Services Agency (HSA) of the City and County of San Francisco is issuing this RFQ to solicit responses from qualified firms who have the ability to provide heavy cleaning and infestation preparation services. This is the first of a two stage bid process to create a pool of pre-qualified firms available to all City departments. At this stage, the City will review and evaluate the information submitted with each response and will select respondents that meet the minimum qualifications to be placed in the pre-qualified pool. Whether a respondent is selected and placed in the pool will be determined through the evaluation process described in Section IV of this RFQ. The second stage will be the selection stage and will be carried out by individual programs wishing to use the pre-qualified pool to carry out their heavy cleaning and infestation preparation requirements. The City may select Contractors from the pre-qualified pool in its sole and absolute discretion. The manner of such selection includes but is not limited to request for quotes, invitations to bid, or any other method allowed by the City.

The pre-qualified pool established during the first stage will be valid for a term of two (2) years from the date it is established. Respondents pre-qualified under this RFQ will remain eligible for consideration for contract negotiations on an as-needed basis for two (2) years from the Pre-Qualification Notification date. The City reserves the right to extend the duration of the pool for up to four (4) years, pursuant to the rules established in Chapter 21 of the San Francisco Administrative code. If the duration of the pre-qualified pool is extended, the pool will be re-opened to new qualified vendors by issuing the same RFQ. On an as-needed basis, City departments will select firms from the pre-qualified pool to enter into contracts with. Firms that are selected and placed in the pre-qualified pool are not guaranteed a contract or a minimum amount of work or compensation. The City is not required to Heavy Cleaning and Infestation Preparation services exclusively from the selected vendors.

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**B. Tentative Schedule**

The anticipated schedule for selecting a consultant is:

<u>Response Phase</u>	<u>Date</u>
RFQ is issued by the City .....	Friday September 21, 2018
Deadline for submission of written questions or requests for clarification .....	5 p.m. Friday October 5, 2018
Responses due .....	3 p.m. Thursday, October 18, 2018

\*Please be aware that these dates are tentative and subject to change.

**C. Contractors Unable to do Business with the City**

**1. Generally**

Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFQ, or in the sample terms and conditions attached.

**2. Companies Headquartered in Certain States**

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Respondent s are hereby advised that Respondent s which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

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**II. Scope of Work**

The City and County of San Francisco with the San Francisco Human Services Agency (HSA) is seeking a pool of qualified organization(s) to provide heavy cleaning and infestation preparation services. Please review this scope of work carefully and completely to be certain that your firm is able to provide at least one if not all of the service levels and types of services required for this contract.

**A. Definitions**

IPM – Integrated Pest Management (IPM) is a decision-making process that utilizes regular monitoring to determine if and when treatments are needed, and to evaluate their effectiveness. IPM programs employ a mix of biological, cultural, mechanical/physical, educational, and least-toxic chemical strategies and tactics to keep pest numbers low enough to prevent intolerable damage or nuisance. Non-chemical methods and pest prevention are emphasized, and pesticides are used only as a last resort when other approaches prove insufficient. The goal of IPM is to achieve long-term, cost-effective, and environmentally sound pest control.

**B. General**

The successful Contractor (and approved subcontractors where applicable) will perform heavy cleaning and infestation preparation services as specified and coordinated by APS (Adult Protective Services). Contractor may be expected to coordinate services with property owners, building managers, tenants, or any other Responsible Party, as defined within San Francisco Health Code, Article 11, Section 580.

The target population for the Services as specified is limited to low-income renters who are seniors or adults with disabilities (AWD) served by APS. APS receives referrals for Services from designated partners at Department of Public Health, the San Francisco Housing Authority, building managers, as well as the general public.

**C. Project Services****1. Assessment and Quote**

A selected Contractor from the pool will respond to case referrals by inspecting the client residence in person and providing to APS a written assessment detailing a service plan and the cost of the Service(s). A service plan includes, but is not limited to: Estimates of work-hours required, laundry volume, duration of visit(s), infestation estimates for pests, detailed list of pest prevention activities needed (for example, sealing of cracks and holes, minor repairs, etc.). This Contractor may choose to quote on all the services required or just a portion of the required services necessary for the particular project.

If a contractor chooses to quote on only a portion of the project, the Department can get a separate quote for the remainder of the project. It is at the discretion of the department to divide the work among several contractors or work with just one contractor.

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### 2. Treatment

Prior to initiating Service(s), APS will get consent from the client that authorizes provision of Services.

If necessary, APS may provide client with receptacles and instructions to store valuables prior to Service date(s).

In some cases, the client will refuse to follow through with a heavy cleanup after initially agreeing to a Service Plan. Contractor shall work with APS to establish procedures for handling such situations, and APS will provide as much advance notice to the contractor as is possible

To the greatest extent possible, Contractor shall commence and end all Services at a client residence on the same workday, unless otherwise coordinated by APS.

Regardless of Service type provided, Contractor must complete and provide to APS a service report detailing Service Area pre-treatment, post-treatment, and any future Service recommendations.

### D. Contractor Responsibilities

Contractor shall provide the following services during the term of this contract:

Contractor shall recommend and provide heavy clean-up and area preparation for pest management strategies using the latest Integrated Pest Management (IPM) methods.

- Contractor shall perform heavy clean-up and/or the coordination of pest management services as specified and coordinated by APS (Adult Protective Services) or designated partners from the Department of Public Health. Referrals will be made to the Contractor by the APS or DPH partners via phone.
- Contractor shall collaborate with APS and DPH partners during the clean-up process to ensure minimal negative impact on the client.
- If specified by APS, Contractor shall provide services as follows:
  - Contractor will fill out the APS Heavy Cleaning Estimate form, and take before and after pictures of the work.
  - Contractor will vacuum and clean all floors/carpets.
  - Contractor will dispose of any hazardous waste.
  - Contractor will clean and sanitize all bathrooms.
  - Contractor will conduct a general cleaning of the unit in preparation of pest control service.
  - Contractor will discard all trash and items deemed too infested to remain in unit, placing bagged items in approved on-site containers for pick-up.
  - Contractor will vacuum all cracks and crevices on all items to remove pests and pest-produced waste prior to treatment.
  - Contractor will work with APS and the client to determine what clothing, bedding, and other washable items must be removed or washed by a service.
  - Contractor will bag items, and coordinate cleaning and/or hauling services.

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**III. Submission Requirements****A. Time and Place for Submission of Responses**

Responses must be received by 3:00 p.m., on **Thursday October 18, 2018**. Responses shall be submitted electronically by uploading them to the City's PeopleSoft system, using its Supplier Portal located at:

<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

Responses can also hand delivered, delivery by fax or Email will not be accepted. In order to submit a response in the Supplier Portal, Respondent must register in the system as a Sourcing Bidder. For more information about the system and registration, visit our SF City Partner website at: <https://sfcitypartner.sfgov.org/>

For hand delivery or any other mail options, submissions **must** be received at the Office of Contract Administration – Purchasing, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, by the time and date indicated above. Please reference Request for Qualification No. 799

This contract opportunity is in the Supplier Portal as event “*HSA RFQ 799 Heavy Cleaning and Infestation preparation Services*” and has Event ID No. 0000001177.

Respondents shall address any questions regarding the RFQ via email to the Office of Contract Administration's Senior Purchaser Hermilo Rodis at Hermilo.Rodis [@sfgov.org](mailto:Hermilo.Rodis@sfgov.org) (415)557-5538. Respondents shall not contact other executives, managers or employees of the Office of Contract Administration and/or any other City department. Contact or correspondence with other executives, managers or employees during the procurement process may result in a cancellation of this RFQ.

Late submissions will not be considered. Each response received will be screened to ensure that the information required in this RFQ is included. Partial or complete omission of any of these items from a response may disqualify responses from further consideration.

**B. Format**

For word processing documents, the City prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1” on all sides (excluding headers and footers).

Please include a Table of Contents and number every page.

**C. Content**

Firms interested in responding to this RFQ must submit the following information, in the order specified below: Omission of any of these items from a response may disqualify responses from further consideration. This information will not be scored, but will be used by departments wishing to hire firms in the pre-qualified pool.

**1. Introduction and Executive Summary (No more than 3 pages)**

Submit a letter of introduction and executive summary of your response. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the response. Submission of the letter will constitute a representation by your firm that your firm is willing and able to

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perform the commitments contained in the response. The summary should cover the following:

Brief history of your company, years of experience providing heavy cleaning and infestation preparation services, the location of your headquarters, a profile of your key personnel that will participate in this contract, what differentiates your company from the competitors, demonstrate an understanding of the City's needs and intent as described in this RFQ, and a brief overview of your response's key elements.

### 2. **Respondent's Qualifications** (No more than 15 pages)

#### a. Firm Qualifications

Provide information on your firm's background and qualifications which addresses the following:

- i. Name, address, and telephone number of a contact person; and
- ii. A brief description of your firm, as well as how any joint venture or association would be structured; and
- iii. A description of not more than three projects of similar scope prepared by your firm.

(a) Your description should include: client reference and contact information, staff members who worked on each project, project budget, size (square feet) of facilities relocated to, amount of staff/people that were relocated, types of facilities worked with (office, garage, etc.), project schedule, and project summary. Descriptions should be limited to two pages for each project.

(b) If joint consultants or sub-consultants are proposed provide the above information for each.

#### b. Team Qualifications

- i. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- ii. Provide a description of the experience and qualifications of the project team members, including brief resumes.

### 3. **Respondent Approach** (No more than 10 pages)

Describe the services and activities that your firm proposes to provide to the City for heavy cleaning and infestation preparation projects. This should cover services and activities that your firm typically provides for such projects, and those that are generally expected for such projects. Include the following information:

- a. All scope of work tasks and deliverables expected to be provided, along with a detailed description of what the tasks/deliverables would include;



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- b. Sample schedules and expected timelines to complete such projects; and
- c. Assignment of work within your firm's work team.

4. **Price Information** (No more than 2 pages)

Respondent must submit Price Information. The City intends to pre-qualify firms that it considers will provide the best overall services for its heavy cleaning and infestation preparation needs. The City reserves the right to accept other than the lowest priced offer and to reject any response that are not responsive to this request. Price Information will not be used in the Pre-Qualification evaluation process. Price Information will be made available to departments seeking to hire a pre-qualified vendor from the pool. Your Price Information should include:

- a. Typical fee structure for heavy cleaning and infestation preparation projects. This should include total fees charged for deliverables/tasks you would intend to provide to the City for heavy cleaning and infestation preparation projects.
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

5. **Required Information**

Please provide a completed Appendix A: "Required Information." Included in this document will be your References and a Minimum Requirements Checklist.

6. **CMD Forms**

All responses submitted must include required CMD forms as listed in Section VI.N of this RFQ, as a separate file/attachment.

Other forms may also be required to be filed with the City to meet City requirements, but may not have to be submitted with the response, if your firm is already compliant. For a list of the standard forms, see Appendix C.

7. **Signed Addenda (if any)**

If the City has issued any addenda under this RFQ, please sign and submit each addendum with your response submission. It is respondent's responsibility to constantly check the PeopleSoft Event for Addenda.

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#### IV. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the responses for pre-qualification. It is the City's intent to pre-qualify Respondent(s) who provide the best overall qualifications to the City. Firms selected for pre-qualification are not guaranteed a contract. This RFQ does not, in any way, limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified list is inadequate to satisfy its needs.

##### A. Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating Respondents. Specifically, the team will be responsible for evaluating and rating the responses for pre-qualification, for conducting reference checks, and for interviews, if desired by the City.

##### B. Minimum Qualifications

The following table outlines the minimum qualifications that respondents who wish to be pre-qualified must possess. Any response that does not demonstrate that the respondent meets these minimum qualifications by the deadline for submittal of responses may be considered non-responsive and may not be eligible for pre-qualification.

Table 1 Minimum Qualifications

Minimum Qualification #	Requirement	Item to be submitted with Response
1	At least three (3) years' experience providing heavy cleaning and infestation preparation services. The experience must be from the within the last five (5) years of the response due date.	The "Executive Summary" in your response shall describe in detail your years of experience providing such services. See Section III.C.1. of this RFQ above. Three verifiable client references (See MQ #2).
2	Three (3) <i>verifiable</i> client references, for heavy cleaning and infestation preparation services, provided within the last five (5) years of the response due date. Each reference shall verify, to City staff, the information provided. Your references should demonstrate that you meet MQ #1.	"References" section within Appendix A "Required Information." See Section III.C.5. of this RFQ above.
3	At least three (3) prior projects for heavy cleaning and infestation preparation services for a company or organization.	Respondent's Qualifications section of your response. See Section III.C.2.a.iii. of this RFQ above.

The City reserves the right to reject any response if the documentation submitted by the respondent fails to satisfy the City, and/or respondent is unable to supply the documentation within the time period requested. The City reserves the right to terminate a contract after the award if any of the documentation is found later to be misleading or the respondent has misrepresented their qualifications and experience.

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**C. Evaluation Criteria for Pre-Qualification by OCA**

Each RFQ response that meets the Minimum Qualifications will be added to the pre-qualified pool. There is no numerical limit to the number of firms that may be pre-qualified.

Table 2 Pre-Qualification Criteria

Criteria	Evaluation Method
Minimum Qualifications	Pass/Fail

The evaluation team will review each response. A response that passes all minimum qualifications will be eligible for pre-qualification. A response that fails to meet the minimum qualifications may not be eligible for pre-qualification. The City reserves the right to request clarifications from respondents prior to rejecting a response for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Respondent for the purpose of clarifying certain aspects of the response and will not provide a respondent the opportunity to revise or modify its responses.

**D. Contractor Selection Process by Departments**

City departments may choose firms from the pre-qualified pool for heavy cleaning and infestation preparation services on an as-needed basis. City departments will negotiate the specific scope of services, budget, deliverables, and timeline for each project they decide to pursue.

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

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Respondents.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

There is no guarantee of a minimum amount of work or compensation for any of the respondents selected for pre-qualification.

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**V. Questions and Clarifications Regarding RFQ Requirements.**

**A.** All respondents are encouraged to carefully review all pages of this Request for Qualification. All questions, comments, and concerns should be immediately be directed to the buyer before October 5, 2018. All questions and/or concerns should be sent to the buyer listed below:

Hermilo Rodis, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685  
E-mail [hermilo.rodis@sfgov.org](mailto:hermilo.rodis@sfgov.org)  
Fax No. (415) 557-5538

Please reference Request for Qualification No. 799

**B.** Any respondent's failure to raise concerns, in writing, related to this Request for Qualification requirements or failure to report an incorrect reference by October 5, 2018 will be deemed a waiver of the bidder's right to protest any decision for contract award relating to the Request for Qualification's requirements.

**C.** For informational purposes: Questions and Answers of the respondent's questions sent by October 5, 2018 may be posted on **this Request for Qualification's Event page in the Supplier Portal**. The Event Number is 0000001177.

**D.** **It is the responsibility of the bidder to check for any Addendum and any other items posted, that will be posted on this Request for Qualification's Event page in the Supplier Portal.** The Event Number is 0000001177.

**Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions.** If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as part of the bid submission to ensure that all requirements are included in the RFQ. Failure to include all addenda may result in your submission not being considered. The City will assume no responsibility for oral instructions or suggestions.

If the City issues an Addendum after Respondent has submitted their RFQ, but prior to the Event end date, Bidder must retract their submission, and resubmit their bid along with the newly issued Addendum.

Supplier Portal:

**<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>**

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**VI. Terms and Conditions for Receipt of Responses****A. Errors and Omissions in RFQ**

Respondents are responsible for reviewing all portions of this RFQ. Respondents are to promptly notify the Department, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that responses are due. Modifications and clarifications will be made by addenda as provided below.

**B. Questions and Objections Regarding RFQ**

Any questions or objections concerning the requirements and terms in this RFQ must be submitted, in writing, via email to [Hermilo.Rodis@sfgov.org](mailto:Hermilo.Rodis@sfgov.org) by **10 a.m. on Friday October 5, 2018**. Respondents who fail to do so will waive all further rights to protest, based on these requirements and terms.

**C. Objections to RFQ Terms**

Should a respondent object on any ground to any provision or legal requirement set forth in this RFQ, the respondent must, no later than **10 a.m. on Friday October 5, 2018**, provide written notice via email to the Purchaser at [Hermilo.Rodis@sfgov.org](mailto:Hermilo.Rodis@sfgov.org) setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices/Addendum**

The City may modify the RFQ, prior to the response due date, by issuing RFQ Addendum(s), which will be posted on this Event's page in the Supplier Portal. The respondent shall be responsible for ensuring that its response reflects any and all RFQ Addendum(s) issued by the City prior to the response due date regardless of when the response is submitted. If addenda are issued, a signed receipt shall be acknowledged by the Respondent by including them as part of the RFQ submission to ensure that all requirements are included in the response. Failure to include all signed addenda may result in your response not being considered. The City will assume no responsibility for oral instructions or suggestions.

Therefore, the City recommends that the respondent consult the Event frequently, including shortly before the response due date, to determine if the respondent has downloaded all RFQ Addendum(s). It is the responsibility of the respondent to check for any Addendum, Questions and Answers, and updates, which will be posted on this Event's page in the Supplier Portal at: <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

Note that every Addendum will create a new version of the Event. Respondents should monitor the event for new versions. If there is a new version that means that something has been changed or added in the event.

If the City issues an Addendum after Respondent has submitted their response, but prior to the Event end date, Respondent must retract their response, and resubmit their response along with the newly issued Addendum prior to the Response due date.

**E. Term of Response**

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

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**F. Revision of Response**

A respondent may revise a response on the respondent's own initiative at any time before the deadline for submission of responses. The respondent must submit the revised response in the same manner as the original. A revised response must be received on or before, but no later than the response due date and time.

In no case will a statement of intent to submit a revised response, or commencement of a revision process, extend the response due date for any respondent.

At any time during the response evaluation process, the Department may require a respondent to provide oral or written clarification of its response. The Department reserves the right to make an award without further clarifications of responses received.

**G. Errors and Omissions in Response**

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

**H. Financial Responsibility**

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

**I. Proposer's Obligations under the Campaign Reform Ordinance**

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

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

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

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1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

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

**J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its response (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the response and/or termination of any subsequent Agreement reached on the basis of the response.

**L. Reservations of Rights by the City**

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, response, or response procedure;
2. Reject any or all responses;
3. Reissue a Request for Qualifications;
4. Prior to submission deadline for responses, 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

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provided under this RFQ, or the requirements for contents or format of the responses;

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

**M. No Waiver**

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

**N. Local Business Enterprise Goals and Outreach**

1. Due to a mix of State and local funding, LBE discounts/bonuses will not be used in this RFQ.



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**VII. Contract Requirements****A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

**B. Nondiscrimination in Contracts and Benefits**

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

**C. Minimum Compensation Ordinance (MCO)**

The successful respondent will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**D. Health Care Accountability Ordinance (HCAO)**

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

**E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

**F. Conflicts of Interest**

The successful respondent will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the

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

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

**G. Insurance**

Without in any way limiting Proposer's liability pursuant to the "indemnification" section of the Agreement (Appendix C), Proposer will be required to maintain in force, during the full term of any agreement, insurance in the following amounts and coverage

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

a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

2. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

a. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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4. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
5. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
6. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
7. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
8. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.
9. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
10. City reserves the right to increase required limits for insurance coverage based on individual departmental needs.

**H. Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**I. 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 Contract without prior written permission of Purchasing.

**J. Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

**K. Cooperative Agreement.** The selected Proposer will be asked to make a selection below upon Award.

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Contractor agrees \_\_\_\_\_ or does not agree \_\_\_\_\_ (make a selection by an “X” mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

**L. Reports by Contractor**

**MULTI-YEAR TERM CONTRACT**

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

[OCAVendor.Reports@sfgov.org](mailto:OCAVendor.Reports@sfgov.org)

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting  
Re: Agreement No. **799**  
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

**M. Emergency – Priority 1 Service.** In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

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**VIII. Protest Procedures****A. Protest of Non-Responsiveness Determination**

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

**B. Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-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 protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Hermilo Rodis  
Office of Contract Administration  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 430, San Francisco, CA 94102