---

## GENERAL CONDITIONS

These terms and conditions are intended to supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

### 28. CONTRACT TERM

The contract period shall be for twenty-four (24) months. The initial term of this contract is the period from award execution date, approximately January 1, 2004, or the above stated term date whichever is later, through the last day of the month of a 24 consecutive month period.

### 29. CONTRACT EXTENSION

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing.

### 30. TOLL-FREE TELEPHONE NUMBER

A contractor located outside of the City and County of San Francisco, is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service may be a consideration in evaluating this bid.

### 31. MBE/WBE COMPLIANCE DECLARATION, HRC FORM 3

See attached Standard Bid Forms, P-225, Item 1.

### 32. AFFIRMATIVE ACTION

Memorandum of the San Francisco Human Rights Commission (HRC) regarding "Information Concerning Affirmative Action Requirements for Suppliers," is attached and made a part hereof as though fully set forth herein. The Questionnaire and Workforce Data form shall be completed and returned with the bid. Failure to furnish this form may result in rejection of bid.

### 33. MBE/WBE/LBE ORDINANCE

To qualify for a bid discount under the provisions of Admin. Code Chapter 12D.A, an MBE/WBE/LBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC, (415) 252-2500, and on the web at:

http://www.ci.sf.ca.us/sfhumanrights/certforms. htm

### 34. CLAIM FOR PREFERENCE

To claim preference under the MBE/WBE/LBE Ordinance, see Bid Questionnaire.

**GENERAL CONDITIONS (Continued)**

## 35. BID PREFERENCE FOR BROKERAGE SERVICES

Pursuant to Section 12D.A.5 of the MBE/WBE/LBE Ordinance, a bid preference will only be awarded to an MBE, WBE or LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the bid solicitation. An MBE, WBE or LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC

An MBE, WBE or LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by the HRC.

No preference will be given to an MBE, LBE or WBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

## 36. MBE/WBE SUBCONTRACTING

A. Subcontracting to MBE/WBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified MBEs and WBEs. This can be achieved through subcontracting, subconsulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts to the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts

"Good Faith Efforts" include but are not limited to the following:

(1) Identifying and selecting specific products or services which can be subcontracted to certified MBE/WBEs.

(2) Providing written notice to potential MBE/WBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the City, for MBE/WBEs that are interested in participating in the project.

**GENERAL CONDITIONS (Continued)**

(4) Following up on initial notices the Contractor sent to MBE/WBEs by contacting the MBE/WBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested MBE/WBEs with information about the scope of work.

(6) Negotiating in good faith with the MBE/WBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any MBE/WBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested MBE/WBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain MBE/WBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting

The following are examples of products or services which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(1) The products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) Packing containers and materials used to ship the City's order;

(3) Services of the carrier who delivers the City's orders;

(4) Pro rata share of MBE/WBE spending which is part of the vendor's General and Administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

D. Reports

On a quarterly basis, the Contractor will provide Purchasing with reports on MBE/WBE subcontracting under this Contract. The reports must be in a format specified by Purchasing, as indicated by the sample report included in this bid package.

The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to MBE/WBEs and to meet the percentage goal.

E. HRC Data on MBE/WBEs

Contractor will obtain from HRC a copy of HRC's database of certified and registered MBE/WBEs, and this or other information from HRC, shall be the basis for determining

**GENERAL CONDITIONS (Continued)**

whether an MBE/WBE is certified or registered with the City. Contractor will obtained an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

F. Definition of Certified MBE/WBEs

The City's MBE/WBE/LBE Ordinance has two categories of MBE/WBEs: certified and registered. A certified MBE/WBE is local, minority or woman-owned, and economically disadvantaged. A registered MBE/WBE is either: local, minority or woman-owned, and not economically disadvantaged; or non-local, minority or woman-owned, and of any business size.

## 37. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to maintain and make available to the City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. 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 Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

## 38. CONFLICT OF INTEREST

A. Contractor states that it is familiar with provisions of Section C 8 .105 of the Charter of the City and County of San Francisco, and Section 87100 et Seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of any said sections.

B. No officer, member or employee of the City and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor member of the Contractor's family shall serve on a City board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations or authorizes funding to Contractor.

## 39. NON-WAIVER OF RIGHTS

The omission by either party at anytime 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 in any way affect the right of the party to enforce such provisions thereafter.

**GENERAL CONDITIONS (Continued)**

**40. CONTRACTOR'S DEFAULT**

If the Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, the Purchaser reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Section 17, Page 2; or (c) take other appropriate action as Purchaser deems necessary.

**41. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**42. PROPRIETARY INFORMATION OF CITY**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the City. Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the agreement, except to the extent that Contractor can demonstrate that: (a) the confidential information at the time of disclosure was part of the public domain by publication or otherwise, except by breach of this Agreement; (b) the confidential information can be established to have been in possession of Contractor at the time of disclosure and was not acquired directly or indirectly from the City under another proprietary information obligation; or (c) the confidential information was received from a third party without any restrictions; provided, however that such information was not obtained by said third party, directly or indirectly, in breach of a proprietary information obligation with the City.

**43. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**44. REPORTS BY CONTRACTOR**
**MULTI-YEAR TERM CONTRACT**

Each year, ninety days before the anniversary date of this contract, Contractor must furnish a report of the total services ordered under this contract during the preceding twelve months.

**GENERAL CONDITIONS (Continued)**

The report must be in a format acceptable to the City and must list by department or location: all items awarded under this contract; total dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract.

Contractor shall send the reports to:

John Danaher, Purchaser
Re: Term Contract No. 68273
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

**45. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, in duplicate and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

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

**46. SUBCONTRACTING**

Contractor is prohibited from subcontracting services under this contract unless such subcontracting is agreed to in writing and executed in the same manner as this contract. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**47. INDEPENDENT CONTRACTOR**

The Contractor is and shall be deemed to be, at all times an independent Contractor and the Department will not be liable for any act or acts of the Contractor, and nothing herein contained shall be construed as creating the relationship of employer-employee between the parties.

**GENERAL CONDITIONS (Continued)**

**48. SEVERABILITY**

If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding, this contract shall remain in full force and effect and such term or provisions shall be deemed stricken.

**49. 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 deliver products or services using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency.
In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**50. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Standard Bid Forms, P-225, Item 4.

**51. BID ADJUSTMENT FOR SALES TAX AND BUSINESS TAX**

In accordance with Administrative Code Chapter 21C, for bid evaluation purposes, Purchasing will reduce your bid based on any sales tax or business tax revenue the City would receive from the purchase.

**52. TERM BID – QUANTITIES**

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City reserves the right to purchase any greater or lesser quantity, as the interests of the City may dictate.

Purchasing reserves the right to make minor purchases of articles from other vendors when Purchasing determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

**53. MINIMUM COMPENSATION ORDINANCE ("MCO")**

Background

The Minimum Compensation Ordinance went into effect October 8, 2000. This new law requires some, but not all, organizations that have service contracts with the City or operate at

**GENERAL CONDITIONS (Continued)**

San Francisco International Airport to pay their employees who are working on those City contracts at least $9 per hour and provide 12 paid days off per year and 10 unpaid days off per year (for a full-time employee working under the City contract). If an employee works less than full time on the City contract, the employer must pay the employee $9 an hour for the hours worked on the City contract, and the paid and unpaid time off must be proportional to the hours worked on the City contract.

To qualify for MCO benefits, the employees working on the City contract must work at least 4 hours per week per pay period if they are working within San Francisco's city limits or on property owned by the City, or at least 10 hours per week per pay period if they are working elsewhere.

The MCO applies only if you have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department, **and** have more than 20 employees, including employees of any parent, subsidiaries and subcontractors. If you meet these criteria but do not provide MCO benefits for a potential City contract, the City can do business with you only if the contract receives an exemption or a waiver.

Your best source of information about the MCO is the MCO website: www.ci.sf.ca.us/mco

You will find:

- The text of the ordinance. Section 12P.5 contains new contract language that appears in the City's contracts and purchase orders.
- Information and Help for Contractors
- Information and Help for Contractors at the Airport
- Information and Help for Employees
- FAQs
- Forms
- Contact Information

Contract Provision

Chapter 12.P of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this Contract. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

(a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.

(b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the

**GENERAL CONDITIONS (Continued)**

terms of this Contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.

(c) If, within 30 days after receiving written notice of a breach of this Contract for violating the MCO Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this Agreement, Chapter 12.P or other applicable law.

(d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

(e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

(g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.

(h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.

(i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Contract. Nothing in this Contract is intended to preclude the City from

**GENERAL CONDITIONS (Continued)**

investigating any report of an alleged violation of the requirements of this contract relating to the MCO.

(j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.

(k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).

(l) If Contractor is exempt from the MCO when this Contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed $25,000 ($50,000 for nonprofits) in the fiscal year.

**54. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.

(b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.

(c) If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**GENERAL CONDITIONS (Continued)**

**55. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the web at www.ci.sf.ca.us/purchase/HCAO. Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Contractor shall provide the appropriate health benefits set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

(e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

**GENERAL CONDITIONS (Continued)**

(f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Contractor shall keep itself informed of the current requirements of the HCAO.

(h) Contractor shall provide reports to the city in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

(j) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

(k) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

**56. NOTIFICATION OF LIMITATIONS ON CONTRIBUTIONS**

This paragraph applies if this contract is for more than $50,000 over a twelve-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of such services and material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et. seq.,* and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who approved this contract from receiving 1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of $50; 2) any employment for compensation; or 3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: 1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; 2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or 3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Contractor understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Contractor except as provided under the Conduct Code. Contractor agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Contract Code because of this contract. Upon request, Contractor agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's

**GENERAL CONDITIONS (Continued)**

compliance with the Conduct Code. Upon request, the City agrees to provide, before this contract is entered into, Contractor with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or Contractor of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

**57. MODIFICATION OF 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.

**(END OF GENERAL CONDITIONS)**

**SPECIAL CONDITIONS (Continued)**

## 58. PURPOSE

The purpose of this contract is to provide the Recreation and Park Department and various other departments of the City and County of San Francisco with a reliable source of supply for Charter Bus Services.

## 59. PRE-BID CONFERENCE

All bidders are encouraged to attend a pre-bid conference scheduled as follows:

**Location:** **Office of Contract Administration**
**Purchasing Division**
**City Hall, Room 430**
**1 Dr. Carlton B. Goodlett Place**
**San Francisco, CA 94102**

**Date and Time:** **Thursday, December 18, 2003 at 2:00 PM**

Bidders are urged to read this proposal prior to the pre-bid conference and to submit any questions concerning said proposal in writing three (3) days prior to said pre-bid conference.

A sign-in sheet will be available at the meeting. All attendees must sign-in to document their attendance.

## 60. SERVICES CONTRACTOR AGREES TO PERFORM

Contractor must provide the following services in a professional and diligent manner and at the highest level of Industry Standards. Contractor must comply with all requirements and provide all services contained in this section (Special Condition No. 60). Failure to comply with any requirement or provide any service may result in the city invoking General Condition No. 40—Contractor's Default.

### A. SINGLE DAY TRIPS

The City routinely hires charter buses as part of the City-wide Open Space Transportation program administered by the Recreation and Park Department and other day trips required by various other City departments:

1. Single day trips will be from 4 hours to not to exceed twenty-four (24) hours in duration.

2. Most trips are made to locations within a seventy-five (75) mile radius of San Francisco. Some longer trips may be required.

3. Buses <u>must</u> carry a minimum of forty-seven (47) passengers and a standard seat cannot carry more than two (2) passengers.

**SPECIAL CONDITIONS (Continued)**

4 Buses must remain at each trip site for the duration of the trip. Drivers need to stay within the facility or area. Buses and drivers may be utilized in the event of an emergency.

5. Drivers must have the ability to communicate with trip leader or representative at all times.

6. On average, one (1) to three (3) buses may be required for each site and as many as ten (10) buses may be required for each trip. The heaviest usage is on Wednesdays, Thursdays and Fridays. There will be occasions when more than one trip will take place on the same day to different locations.

7. Each bus must be equipped with First Aid equipment and supplies.

8. Contractor's central office must have the ability to effectively communicate with buses at all times. Acceptable methods of communications are radios, pagers or cellular phones.

9 All tolls and parking fees are to be paid by the driver. Actual charges may later be invoiced to the City.

10. Trip leader or coordinator will contact the contractor at least twenty-four (24) hours in advance with information regarding the trip (i.e., length, duration, number of buses required, …etc.

**B. EXTENDED SINGLE DAY TRIPS**

Occasionally trips are made which extend beyond a twenty-four (24) hour period, but do not include an overnight stay (i.e., Lake Tahoe for skiing, Disneyland and Magic Mountain). Extended day trips will be from twenty-five (25) hours to forty-eight (48) hours in duration.

1. Most trips are made to locations within California. Occasional trips to the Eastern slope of the Sierra Nevada Mountains or in the State of Nevada may be required.

2. Buses must carry a minimum of forty-seven (47) passengers and a standard seat cannot carry more than two (2) passengers.

3. Buses must remain at each trip site for the duration of the trip. Drivers need to stay within the facility or area. Buses and drivers may be utilized in the event of an emergency.

4. Drivers must have the ability to communicate with trip leader or representative at all times.

**SPECIAL CONDITIONS (Continued)**

5. On average, one (1) to three (3) buses may be required for each site and as many as ten (10) buses may be required for each trip. The heaviest usage is on Wednesdays, Thursdays and Fridays. There will be occasions when more than one (1) trip will take place on the same day to different locations.

6. Each bus must be equipped with first aid equipment and supplies.

7. Contractor's central office must have the ability to effectively communicate with buses at all times. Acceptable methods of communications are radios, pagers or cellular phones.

8. All tolls and parking fees to be paid by the driver, actual charges may later be invoiced to the City.

9. Each bus must have overhead storage as well as a separate outside compartment for storage of luggage and other trip items.

10. Each bus must have at least one (1) restroom.

11. Buses must carry chains and drivers must have extensive experience and training, driving on snow covered roads under winter conditions.

12. There will be occasions when more than one (1) pick-up and drop-off site in San Francisco may be required.

13. Trip leader or coordinator will contact the contractor at least twenty-four (24) hours in advance with information regarding the trip (i.e., length, duration, number of buses required and destination).

## C. EXTENDED TRIPS

On occasion, the city has the need for buses to transport citizens on trips that vary in length from two (2) to six (6) days and to locations in the Western United States (California (Camp Mather, Tahoe, Disneyland), Nevada (Reno, Tahoe, …etc.), Oregon, Arizona, Washington, …etc.

1. For trips to Camp Mather, Contractor may be required to make one (1) stop on the way to Camp Mather, preferably in Oakdale, and one (1) stop on the way back, in Jamestown. Occasionally, more frequent pick-up and drop-off stops will occur.

2. A minimum of two (2) pick-up and drop-off sites in San Francisco may be required for all trips.

3. Buses must carry a minimum of forty-seven (47) passengers.

**SPECIAL CONDITIONS (Continued)**

4. Buses and drivers must remain with this group for the duration of this trip. Buses and drivers will be utilized in the event of an emergency.

5. On average, two (2) buses may be required for each trip, however, as many as eight (8) buses may be required for some trips. More than one (1) trip on the same day may occur.

6. Each bus must be equipped with first aid equipment and supplies.

7. Each bus must be equipped with at least one (1) restroom.

8. Each bus must be equipped with air conditioning.

9. Each bus must be overhead storage areas as well as a separate outside compartments for luggage.

10. Buses must carry chains, and drivers must have experienced and training driving on snow covered roads, under "winter" conditions.

11. Contractor's central office must have the ability to effectively communicate with buses at all time. Acceptable methods of communication are radios, pagers or cellular phones.

12. All tolls and parking fees to be paid by the driver, actual charges may be invoiced to the Recreation and Parks Department.

13. Video equipment on board is preferred, but not mandatory.

14. Extended trips will be from two (2) to seven (7) days and nights.

15. Trip leader or coordinator will contact the contractor at least forty-eight (48) hours in advance.

**D. DAY TRIPS (Seniors)**

The City occasionally transports senior citizens on day trips. These trips require the following:

1. Single day trips will be from four (4) hours to not to exceed twenty-four (24) hours in duration.

2. Most trips are made to locations within a seventy five (75) mile radius of San Francisco. Some longer trips may be required.

**SPECIAL CONDITIONS (Continued)**

3. Buses must carry a minimum of forty-seven (47) passengers, a standard seat cannot carry more than two (2) passengers.

4. Buses must remain at each trip site for the duration of the trip. Drivers need to stay within the facility or area. Buses and drivers may be utilized in the event of an emergency.

5. Drivers must have the ability to communicate with trip leader or representative at all times.

6. On average, one (1) to three (3) buses may be required for each site, however, as many as ten (10) buses may be required for some trips. The heaviest usage is on Wednesdays, Thursdays and Fridays. There will be occasions when more than one (1) trip will take place on the same day to different locations.

7. Each bus must be equipped with first aid equipment and supplies.

8. Contractor's central office must have the ability to effectively communicate with buses at all times. Acceptable methods of communications are radios, pagers or cellular phones.

9. All tolls and parking fees to be paid by the driver, actual charges may later be invoiced to the city.

10. Each bus must have overhead storage areas.

11. Each bus must have at least one (1) restroom.

12. Buses must have entry steps that can be lowered to curb level so that Seniors can easily and safely board and depart from buses.

13. Buses must be equipped with air conditioning.

14. Trip leader or coordinator will contact contractor at least twenty-four (24) hours in advance with information regarding the trip (length, duration, number of buses required and destination).

**E. OVERNIGHT OUTINGS (Seniors)**

The City occasionally has the need for buses to transport senior citizens on overnight trips to destinations in California and Nevada (i.e., Tahoe, Reno, …etc.). Contractor must include the following:

1. Overnight outings will be from twelve (12) hours to forty-eight (48) hours in duration.

**SPECIAL CONDITIONS (Continued)**

2. Buses must carry a minimum of forty-seven (47) passengers. A standard seat cannot carry more than two (2) passengers.

3. Buses must remain at each trip site for the duration of the trip. Drivers need to stay within the facility area. Buses and drivers may be utilized in the event of an emergency.

4. Drivers must have the ability to communicate with the trip leader or representative at all times.

5. On average, one (1) to three (3) buses may be required for each site, however, as many as ten (10) buses may be required for some trips. Heaviest usage is on Wednesdays, Thursdays and Fridays. Occasionally there will be more than one (1) trip on the same day to different locations.

6. Each bus must be equipped with first aid equipment and supplies.

7. Contractor's central office must have the ability to effectively communicate with buses at all times. Acceptable methods of communications are radios, pagers or cellular phones.

8. All tolls and parking fees to be paid by the driver, actual charges may later be invoiced to the City.

9. A minimum of two (2) pick-up and drop-off sites in San Francisco are required.

10. Each bus must be equipped with at least one (1) restroom.

11. Each bus must be equipped with air conditioning.

12. Buses must have entry steps that can be lowered to curb level so that Seniors can easily and safely board and depart from buses.

13. Each bus must have overhead storage areas as well as separate outside compartments for luggage.

14. Buses must carry chains and Contractor's drivers must have experience driving on snow covered roads under "Winter" conditions.

15. Video equipment on board is preferred but not mandatory.

16. Trip leader or coordinator will contact contractor at least forty-eight (48) hours in advance with information regarding the trip (length, duration, number of buses required and destination).

**SPECIAL CONDITIONS (Continued)**

**F. EXTENDED TRIPS (Seniors)**

The City occasionally has the need for buses to transfer senior citizens on trips that vary in length from two (2) to six (6) days and to locations in California (Camp Mather, Tahoe, etc.), Nevada (Reno, Tahoe, etc.), Oregon, Washington, Arizona, New Mexico, Utah, Colorado, etc., requirements including the following:

1. Buses must carry a minimum of forty-seven (47) passengers, a standard seat cannot carry more than two (2) passengers.

2. Buses must remain at each trip site for the duration of the trip. Drivers need to stay within the facility or area. Buses and drivers may be utilized in the event of an emergency.

3. Drivers must have the ability to communicate with the trip leader or representative at all times.

4. On average, one (1) to three (3) buses may be required for each site. However, as many as ten (10) buses may be required for some trips. Heaviest usage is on Wednesdays, Thursdays and Fridays. Occasionally, more than one (1) trip will occur on the same day to different locations.

5. Each bus must be equipped with first aid equipment and supplies.

6. Contractor's central office must have the ability to effectively communicate with buses at all times. Acceptable methods of communications are radios, pagers or cellular phones.

7. All tolls and parking fees to be paid by the driver, actual charges may later be invoiced to the City.

8. Trips to Camp Mather may require as many as three (3) side trips to the following destinations:

   (a) Mariposa Grove
   (b) Tuolumne Meadows
   (c) Yosemite Valley

9. Each bus must be equipped with at least one (1) restroom.

10. Each bus must be equipped with air conditioning.

11. Buses must have entry steps that lower so that Seniors can easily and safely board and depart from buses.

**SPECIAL CONDITIONS (Continued)**

12. Each bus must have overhead storage areas as well as a separate outside compartments for luggage.

13. Buses must carry chains and drivers must have experience driving on snow covered roads under "Winter" conditions.

14. Buses are requested to make one (1) stop on the way to Camp Mather, preferably in Oakdale, and one (1) stop on the way back, in Jamestown.

15. A minimum of two (2) pick-up and drop-off sites in San Francisco is required.

16. Video equipment on board is preferred but not mandatory.

17. Trip leader or coordinator will contact contractor at least forty-eight (48) hours in advance with information regarding the trip (length, duration, number of buses required and destination).

**61. BIDDERS QUALIFICATIONS AND REQUIREMENTS**

A. In order to receive consideration, Bidder must have sufficient knowledge and experience in the services covered by the contract.

B. Bidder will be responsible for providing support and assistance to the City through Bidder's own personnel, equipment and facilities. As part of this support and assistance, Bidder must provide personnel with in-depth knowledge of the services the Bidder will be providing under this contract in order to answer questions and offer any assistance required by City personnel during City business hours (7:30 A.M. to 5:00 P.M.).

C. Bidder must have sufficient inventory of charter buses in quantity and diversity to satisfy the requirements of City Departments. The City reserves the right to inspect Bidder's place of business to verify contract requirements.

D. Bidder must have a terminal, repair facility and administrative offices in the City and County of San Francisco or within a distance acceptable to City Departments.

E. All drivers must be fluent in the English Language and must be able to read and write in English.

F. All drivers assigned to provide services under this contract must have Class B licenses issued by the California Department of Motor Vehicles. All drivers' Class B licenses must be current and in good standing. Drivers must have successfully completed (passed) a complete physical evaluation within the last two (2) years.

**SPECIAL CONDITIONS (Continued)**

G. Bidder must possess all licenses and/or permits necessary to provide the services required in this contract proposal as specified and required by the California State Public Utilities Commission (PUC), California Highway Patrol, City and County of San Francisco, Interstate Commerce Commission and the Federal Transportation Department. All business licenses/permits must be current and in good standing with no current or recent (last four (4) years) violations.

H. The City reserves the right to inspect Bidder's place of business, including Bidder's existing inventory prior to award, to aid Purchaser in determining Bidder's capabilities and qualifications.

I. Bidder shall be responsible for producing the usage reports required under Section No. 44—Reports by Contractor—of this document.

J. Bidder must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract.

K. The City may make such investigation as it deems necessary to verify Bidder's qualifications. Therefore, Bidder shall be prepared to furnish within seven (7) business days from the date they are requested to do so any information and documentation requested by the Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements, authorizations from the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade references.

L. The City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy the City and/or Bidder and is unable to supply the information and documentation within the period of time requested.

## 62. CONTRACTORS' REQUIREMENTS

A. Contractor must maintain during the contract period sufficient knowledge and experience in the products covered by the contract.

B. Contractor must provide during the contract period support and assistance to the City through Contractor's personnel, equipment and facilities. As part of this support and assistance, contract must provide in-depth knowledge of the services provided under this contract, to answer questions and offer any assistance required by City Personnel, during city business hours (7:00 A.M. – 5:00 P.M.).

C. Contractor must maintain during the period of the contract a sufficient inventory of charter buses in quantity and diversity to satisfy the requirements of City Departments. The City reserves the right to inspect contractor's place of business to verify requirements at any time during the term of the contract.

**SPECIAL CONDITIONS (Continued)**

D. Contractor must maintain during the contract term terminal, repair and administrative facilities located within the City and County of San Francisco or within a distance acceptable to City Departments.

E. The City reserves the right to inspect Contractor's place of business, including Contractor's existing facilities at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor's continuing capabilities and qualifications.

F. Contractor is required to produce the usage reports required under Section No. 49 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause of this contract.

G. Contractor must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, at any time during the contract term or any extension thereof.

H. The City may make such investigations as it deems necessary to verify Contractor's continuing qualifications. Therefore, Contractor shall be prepared to furnish within seven (7) business days from the date they are requested to do so at any time during the contract period or any extension thereof information and documentation requested by Purchaser, including but not limited to; sources of supply, distribution, dealership or agency agreements, authorizations from the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade references.

I. Contractor warrants the following:

1. All buses assigned to the City for charter bus services are in excellent mechanical and operating condition.

2. All buses must be delivered for services under this contract in clean and sanitary condition. All buses must be in excellent physical condition and appearance.

3. All drivers assigned to provide charter bus services to the City have Class "B" drivers licenses issued by the California Department of Motor Vehicles and have clean driving records (no violations during the last four (4) years and never convicted of a serious offense, (D.U.I., reckless driving).

4. The Department may require contractor to remove any driver from service under this contract at any time it desires for any reason whatsoever, and contractor shall provide immediate replacement.

5. All drivers assigned to provide charter bus services to the City must have successfully completed a complete physical evaluation within the previous two (2) years.

**SPECIAL CONDITIONS (Continued)**

6. All drivers assigned to provide charter bus services to the City must have extensive experience and training in operating charter bus on snow-covered roads, under severe winter conditions and other hazardous conditions. Drivers must also have experience and training in accident avoidance and driving safety.

7. All drivers must be fluent in the English Language and must be able to read and write in English.

J. Contractor must possess and keep in force during the term of this contract all licenses and/or permits necessary to provide the services required under this contract, as specified and required by California State Public Utilities Commission (PUC), California Highway Patrol (CHP), City and County of San Francisco, Interstate Commerce Commission and the Federal Transportation Department. All licenses must be current and in good standing with no violations during the previous four (4) years.

Contractor must have been granted the authority to operate as a charter party carrier by the California PUC. Prior to award, contractor will be required to provide proof of a terminal rating issued within the previous thirteen (13) months.

**63. CITY DEPARTMENT'S RESPONSIBILITIES**

City Department ordering items from Contractor(s) shall:

A. Monitor and document Contractor(s) performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor(s) performance.

B. Establish quality control measures, as applicable to department's operation and report, through documentation, to Purchaser and Contractor any contract compliance or safety issues.

C. Provide the Purchasing Department with documentation of unsatisfactory performance of the contract vendor and receive authorization from the Purchasing Department prior to placing orders with another vendor.

D. Verify Contractor(s) invoices and ensure that payment terms reflect any applicable cash discount for payment within thirty (30) days when stated in the contract.

E. Show any applicable cash discount for payment within thirty (30) days on all ordering and payment documents issued for purchases under the contract; otherwise Purchasing and Controller will return such documents unapproved.

F. Process invoices in a timely manner so as to benefit the City from any cash discount offered for prompt payment.

**SPECIAL CONDITIONS (Continued)**

## 64. PASSENGERS

Drivers are prohibited from carrying unauthorized passengers on any and all trips paid for and sponsored by the Recreation and Park Department or any other City department. Drivers in violation of this rule will upon arrival at the first pick-up be immediately reported by telephone to Contractor's designated dispatcher/coordinator.

Recreation and Park directors will clearly communicate to the driver of the bus and to any other directors on the bus if and when it is necessary to leave a bus in order to find a missing passenger. All directors should agree that all passengers are accounted for before giving the driver the authority to proceed.

## 65. LOADING ZONES

Drivers will use designated loading zones for each recreation site that requires a pick-up. These zones will be mutually agreed upon by the Contractor and the Recreation and Park Department. Where public schools are concerned, the site will have been pre-determined by school officials.

## 66. TIME SHEETS

Drivers are required to have a designated director from the Recreation and Park Department sign a manifest to verify arrival time for the first pick-up and the actual number of passengers carried, and again to verify the drop-off time for the last person on the bus.

Any problems with delays during the course of the trip should be indicated on the manifest. This procedure is part of an effort to avoid over-charges.

## 67. THREATS TO SAFETY

Unruly or boisterous conduct by bus passengers either waiting or en route will not be tolerated. Drivers are to report immediately by telephone to the dispatcher/coordinator any distracting conduct by passengers that could pose a threat to the driver's ability to safely drive the bus. The dispatcher/coordinator will immediately report the matter to the Recreation and Park Department, and a supervisor will be dispatched to the site where the bus is being delayed.

## 68. INSPECTIONS AND RETURNS

Department's trip leader or department representative shall thoroughly inspect all buses delivered to provide services under this contract. If the bus(es) inspected does(do) not conform to the contract specifications, trip leader or other department representative shall notify contractor to immediately replace the bus in question. Contractor must replace all rejected buses with one (1) hour of notification.

**SPECIAL CONDITIONS (Continued)**

In the event contractor fails to replace the rejected bus(es), City shall have the right to contact any other supplier to provide the service(s) required and all extra cost, over the contract price, shall be paid by or deducted from monies owed to the contractor.

**69. BID SECURITY**

Each bid must be accompanied by a bid bond, or money order, or a cashier's check in the amount of **$1,000.00**, payable to the City and County of San Francisco, to guarantee the filing of Performance bond and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.**

**70. PERFORMANCE BOND**

The successful bidder will be required to furnish a corporate surety bond, on forms furnished by City (copy attached), in an amount of not less than 50% of the total value of the award to guarantee the faithful performance of this contract.

**71. PRICE**

Prices quoted must be firm for the entire term of the contract.

Only prices that appear on City Contract Proposal Bid Sheet(s) will be considered. No other pages with prices or attached price list will be considered unless specifically requested as part of the bid proposal.

Prices charged to the Recreation and Park Department will not exceed the price charged to any other agency or the public for similar services.

**72. BID EVALUATION**

Except as otherwise noted on bid sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (See General Conditions 15), any applicable MBE/WBE/LBE Preference (See General Conditions 34 through 36) and applicable sales/use tax adjustment (see General Condition 51).

**73. ADJUSTMENT OF BID PRICE FOR SALES TAX OR BUSINESS TAX**

In evaluating your bid, the City will adjust your bid price if you pay Business Tax to the City, or if part of any sales tax or use tax associated with this purchase goes back to the City, the School District, the Community College District, or the Transportation Authority. This procedure is mandated by the new Chapter 21C of the City's Administrative Code. Part of Chapter 21C states:

**SPECIAL CONDITIONS (Continued)**

"The price contained in an offer shall be reduced in an amount equal to the sum of (1) the direct sales tax revenue, if any, that would be generated by the sale to the City that will be allocated to the City and County of San Francisco, the S.F. Unified School District, the S.F. Community College District, or the S.F. Transportation Authority… and (2) the incremental gross receipts tax revenue that would be generated…"

## 74. AWARD

Award will be made to the lowest responsive and responsible bidder on an aggregate basis. Bidders must respond to all bid items. However, to assure that sufficient transportation is available to the City, the remainder of the otherwise responsible and responsive bidders (not to exceed 3) will be put on a list in the order of their bid ranking. The Recreation and Park Department will draw on these listed companies to provide contract services if 1) the primary contractor indicates to the Department that it is unable to provide the buses and drivers to meet the Department's requirements to provide services for a given trip or trips, 2) the primary contractor fails to perform services on the day requested or 3) the primary contractor fails to provide the quantity and quality of buses scheduled for a given trip or trips.

## 75. AWARDED ITEMS

A. If, during the term of the contract, contract service is determined to be unacceptable for a particular department, and such is documented by the Purchasing Division, it is understood and agreed that the service will be cancelled and removed from the contract without penalty to the City. The City's sole obligation to the contractor is payment of service made prior to cancellation date. City shall give the contractor 10 days notice prior to any cancellation. The City will purchase the required service from any source and in the manner as determined by Purchasing.

B. Contractor must notify Purchasing of any changes in the services required in the contract 30 days in advance by certified mail. Any changes made without the approval of Purchasing will constitute default and will result in invoking General Condition 40, Contractor's Default.

## 76. ORDERING

A. Services to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.

B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

**SPECIAL CONDITIONS (Continued)**

## 77. PAYMENT

A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid, the City agrees to pay for all services at said rate. Payment shall be made by the City to Contractor in arrears, for services actually performed, throughout the term of the contract.

B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

## 78. USE OF SECONDARY CONTRACTOR

Purchaser reserves the right to contract service from a secondary contractor or from any other source if the Purchaser deems it is in the public interest to take such action.

A. If the primary contractor fails to provide service for any contract items by the required date, then a secondary contractor, agreeing to act as a secondary contractor, will be required to provide said service. City will pay secondary contractor directly for the service. The secondary contractor shall continue to provide the required service, as required pursuant the contract, until the primary contractor demonstrates to the satisfaction of the City that it is ready, willing and able to provide said service to the City.

## 79. BILLING

All invoices for payment of Charter Bus Services specified in this contract proposal must show the contract number, contract item number, complete description of the services, contract payment terms and contract price.

Failure to submit invoices with all required information or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when the City receives a properly completed invoice containing all the required information. **NOTE: INVOICES MUST BE SUBMITTED IN TRIPLICATE.**.

## 80. TERMS OF PAYMENT

Bidder(s) may offer any discount for payment of purchases made within thirty (30) days of receipt of invoice. However, for the purpose of this bid proposal, the maximum discount that will be applied for bid evaluation purposes will be a two percent (2%) limit, will be taken as a trade discount, and will be deducted from the invoice amount without regard to payment date.

**SPECIAL CONDITIONS (Continued)**

## 81. TERMINATION

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of the Contractors rights hereunder ended. Termination shall be effective after ten (10) days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor shall be paid for its services under this agreement, up to the date of termination, that have been performed to the satisfaction of the City.

Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

## 82. INSURANCE

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

A. Contractor will maintain and keep in force, during the full term of the contract, insurance in the following amounts and coverage:

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

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

3. Commercial Business Automobile Liability Insurance with limits not less than $5,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverages, as applicable.

B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as ADDITIONAL INSUREDS the **City and County of San Francisco, its Officers, Agents, and Employees**. Please provide a separate “Additional Insured Letter of Endorsement.”

**SPECIAL CONDITIONS (Continued)**

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

C. All policies shall provide thirty days advance written notice to City of cancellation, mailed to the following address:

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

D. Before commencement of the term of this contract, certificates of insurance and copies of additional insured policy endorsements, in form and with insurers acceptable to the City, evidencing all required insurance, shall be furnished to the City, with complete copies of policies upon request.

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

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and 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 limits specified above.

G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, 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.

H. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

## 83. FORCE MAJEURE

Contractor's failure to perform any term or condition of the contract as a result of "force majeure" conditions, such as wars, natural disasters (e.g., earthquakes, hurricanes, floods), riots or other major unpredictable conditions outside the control of the Contractor.

**SPECIAL CONDITIONS (Continued)**

**OR**

Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms, of this Purchase Order is delayed or prevented by acts of God, national emergency, floods, fires, or any other unforeseeable cause not within the control of the party whose performance is interfered with which, by the exercise of reasonable diligence, such party is unable to prevent (referred to as an event of "force majeure"). Where the delay of delivery is caused by an event of "force majeure", Purchaser shall have the right to either: (i) terminate by written notice to Vendor all or part of this Purchase Order, or (ii) extend the date of delivery or performance for a period equal to the duration of the delay. Vendor shall not be entitled to any extra compensation for such delay. Vendor shall not be excused from performance, hereunder, where alternate sources of supply of the Goods are available. Should an event of "force majeure" occur, Vendor shall extend the warranty period by the period of such "force majeure".

**84. CHANGE OF CONTRACTOR**

Should this contract necessitate a change in Contractor, both Contractors shall work to a systematic change. The newly awarded Contractor shall assume the responsibility to provide all services under this contract only after receiving confirmation from the City that they have provided all bonding and insurance.

**85. QUESTIONS / PROTESTS**

Any questions or objections concerning the requirements in this contract proposal must be submitted, in writing, and received by the Office of Contract Administration, Purchasing Division, no less than five (5) calendar days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest based on these specifications and conditions.

**86. FAILURE TO EXECUTE CONTRACT**

A. Within ten days of the receipt of a notice of award, the bidder to whom the contract awarded shall deliver the performance bond and specified insurance certificates to the City.

B. If such bidders fails or refuses to furnish the required bonds and insurance within ten days after receiving notice from Purchasing to file such bond, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon, the tentative award of said contract to this bidder shall be cancelled and the City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by the City, whether or not defined elsewhere in the contract documents.

**SPECIAL CONDITIONS (Continued)**

## 87. ADDITIONAL ITEMS

A. Additional items may be added to this contract by mutual agreement of the parties.

B. The aggregated cost of all additional items added to the contract during the contract term shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.

C. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation (supported by manufacturer's invoice) provided by the contractor for each item.

D. All additional items added to the contract shall be approved through issuance of a contract modification.

E. In the event the aggregated cost of the contract would be increased by more than twenty percent (20%) of the total estimated value of the original contract, all additional items in excess of the twenty percent (20%) limit will be bid in accordance with Purchasing Rules and Regulations.

F. The contract term for the additional items added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

## 88. ENTIRE AGREEMENT

This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions.

## 89. BID SUBMITTAL INSTRUCTIONS

Bids **must** be received at Central Purchasing, City Hall, Room 430, Purchasing Division by the time and date indicated on Page 1 of the Contract Proposal. Bids transmitted by FAX or any type of electronic mail will not be accepted.

**Bidders are to return the following documents only:**

A. Page 1 of the Contract Proposal completed and signed.

B. Bid Sheets for items being bid on only.

C. All questionnaires and forms, completed and signed.

D. Bid Bond (See Section 69), included with your Bid.

---

**SPECIAL CONDITIONS (Continued)**

**Bids must be made on the enclosed bid sheets**. Prices should be clearly written by typewriter or pen-and-ink.

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, CALL:

**John Danaher, Purchaser**
**(415) 554-6211**
**(415) 554-6717 FAX**

**(END OF SPECIAL CONDITIONS)**

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

CONTRACT PROPOSAL
**68273**

**AWARD**

CHARTER BUS SERVICE FOR RECREATION & PARK DEPARTMENT
For the Term February 17, 2004 through December 31, 2005

---

## AWARD SHEET

| | | YEAR 1 | YEAR 2 |
|---|---|---|---|
| 1. | DAY TRIP: Local locations not to exceed 24 hrs. in duration (see Special Condition No. 60A for specifications of services). | | |
| | Cost for first 4 hours | $349.00 | $355.00 |
| | Additional hours | $50.00/HR | $55.00/HR |
| | Cancellation fee: Allowed only for cancellations made in less than 24 hours. | $150.00 | $150.00 |
| 2. | DAY TRIP (Extended): Does not include overnight stay to locations in California/Nevada (see Special Condition No. 60B for specifications of services). | | |
| | Cost for first 4 hours | $349.00 | $355.00 |
| | Additional hours | $95.00/HR | $95.00/HR |
| | Cancellation fee: Allowed only for cancellations made in less than 24 hours. | $150.00 | $150.00 |
| 3. | EXTENDED TRIPS: Trips to locations in Western United States including Camp Mather, Reno, Lake Tahoe, …etc., from two (2) to six (6) days.(see Special Condition No. 60C for specifications of services). | | |
| | Cost of bus and driver per day (24 hours). | $739.00 | $749.00 |
| | Additional hours | $50.00/HR | $55.00/HR |
| | Cost for driver (room and meals per day). | $75.00 | $80.00 |
| | Cancellation policy | | |
| | 48 hours and over | $ ---- | $ ---- |
| | Less than 48 hours | $150.00 | $150.00 |
| | On the spot (less than 4 hours) | $739.00 | $749.00 |
| 4. | DAY TRIP (Seniors): Local destinations, not to exceed 24 hours (see Special Condition No. 60D for specifications of services). | | |
| | Cost for first 4 hours | $349.00 | $355.00 |
| | Additional hours | $50.00 /HR | $55.00/HR |
| | Cancellation fee Allowed only for cancellations made in less than 24 hours. | $150.00 | $150.00 |

**AWARD**

CHARTER BUS SERVICE FOR RECREATION & PARK DEPARTMENT
For the Term February 17, 2004 through December 31, 2005

---

## AWARD SHEET

| | | YEAR 1 | YEAR 2 |
|---|---|---|---|
| 5. | OVERNIGHT TRIPS (Seniors): Destinations in California and Nevada. Duration not to exceed 48 hours (see Special Condition No. 60E for specifications of services). | | |
| | Cost of bus per day (24 hours) | $739.00 | $749.00 |
| | Additional hours | $50.00/HR | $55.00/HR |
| | Cost for driver (room and meals per day) | $75.00 | $80.00 |
| | Cancellation policy. | | |
| | 48 hours or more | $ ---- | $ ---- |
| | Less than 48 hours | $150.00 | $150.00 |
| | On the spot (less than 4 hours) | $739.00 | $749.00 |
| 6. | EXTENDED TRIPS (Seniors): Destinations in Western United States, including Camp Mather, Reno, Lake Tahoe, …etc., from two (2) to six (6) days in duration (see Special Condition No. 60F for specifications of services). | | |
| | Cost of bus and driver per day (24 hours) | $739.00 | $749.00 |
| | Additional hours | $50.00/HR | $55.00/HR |
| | Cost for driver (room and meals per day) | $75.00 | $80.00 |
| | Cancellation policy. | | |
| | 48 hours or more | $ ---- | $ ---- |
| | Less than 48 hours | $150.00 | $150.00 |
| | On the spot (less than 4 hours) | $739.00 | $749.00 |

Bidder Name: ___El Camino Charter Lines, Inc.____

Payment Terms: ____% Cash Discount for Payment in____Days.
(See Bid Condition 15, page 2)

NET 30 Days: YES_X_ or NO___
If no, NET _____ Days.
(How many)

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION
PURCHASING DIVISION

CONTRACT PROPOSAL
**68273**

# AWARD

CHARTER BUS SERVICE FOR RECREATION & PARK DEPARTMENT
For the Term February 17, 2004 through December 31, 2005

---

## COMPANY INFORMATION

| | |
|---|---|
| NAME OF COMPANY: | El Camino Charter Lines, Inc. |
| ADDRESS: | P.O. Box 828 |
| CITY, STATE, ZIP: | So. San Francisco, CA 94083-0828 |
| CONTACT & TITLE: | John Donovan, President |
| TELEPHONE NUMBER: | (650) 588-0256 |
| FAX NUMBER: | (650) 952-1565 |
| TOLL-FREE PHONE NO.: | N/A |
| 24-HOUR EMERGENCY NO: | (650) 588-0256 |
| PAYMENT TERMS: | Net 30 days |
| PERSON PREPARING BID: | John Donovan |
| FEDERAL TAX / I.D. NUMBER: | 94-1525106 |
| VENDOR NUMBER: | 90568 |
| CBPO NUMBER: | BPSF00002047 |