Invitation For Bid No. SFMTA-2013-27
SFPD Traffic Company Handheld Devices and Accessories

For the (Estimated) Term June 1, 2013 through June 1, 2014.

Questions
Any questions or clarifications concerning the requirements in this bid proposal must be submitted by email and received by SFMTA no less than five business days prior to the bid opening date and time:
Ashish.Patel@sfmta.com
Please reference: IFB No. SFMTA-2013-27

Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

Bidders may obtain quick clarifications by contacting: Ashish Patel, Manager of Contracts & Procurement, 415-701-4297

Pre-Bid Conference
THERE WILL BE NO PRE-BID CONFERENCE.

Public Bid Opening
Bids are due and shall be opened at a Public Bid Opening as follows.

Hunters Point Conference Room #6041, WEDNESDAY, MAY 22, 2013 AT 2:00 PM PT

Mailing
Email submittals are preferred, however bids may be mailed to the following address:
ATTN: IFB No. SFMTA-2013-27
Ashish Patel
Manager of Contracts & Procurement
1 South Van Ness Avenue, 6th Floor
San Francisco, CA 94103

Upon receipt of authorized purchase order, P.O. release or contract acceptance, the undersigned agrees to furnish all articles or services awarded within the dates specified, in the manner and at the prices herein stated, in accordance with specifications, bid proposal, and attached terms and conditions, all of which are made part of the contract, and further agrees that language of this document shall govern in the event of a conflict between the Bidder’s terms and the City’s terms.

Any change or addition to the requirements contained in this Invitation for Bids will be accomplished through written change notices it is the responsibility of the bidder to check for any change notice which will be posted on the City’s Bid and Contracts website: http://mission.sfgov.org/OCABidPublication

The bid must be signed to be valid. A digital copy of this page shall be fully legally binding.

The undersigned certifies that he/she sign this bid on behalf of the Bidder with the full authority to do so:

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Print Name</th>
<th>Title</th>
</tr>
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<tbody>
<tr>
<td>Company</td>
<td>Vendor ID</td>
<td>Date</td>
</tr>
<tr>
<td>Social Security or Federal Tax ID #</td>
<td>Phone</td>
<td>Email</td>
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Contract Purpose and Term; Reports

1. **Purpose.** The purpose of this contract is to provide Motorola MC75A handheld devices and related accessories to be used by the San Francisco Police Department Traffic Company. An initial purchase of 70 Motorola handheld devices and related accessories will be purchased. Additional purchases may follow depending on the needs of the department.

2. **Contract Term.** The contract period shall be for 12 months from award execution date, approximately June 1, 2013, or the above stated term date whichever is later.

3. **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. The maximum contract period shall not be more than five years.

4. **Cooperative Agreement.** SECTION RESERVED.

Bidding and Award

5. **When Bids are Due; Bid Opening Procedures.** Bids must be delivered before the time set for bid opening. Bids will be opened by SFMTA at the hour and place stated on the first page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

6. **Bid Submittal Instructions.**
   a) **Receipt.** Bids must be received at SFMTA as indicated on Page 1 of the Contract Proposal. To receive full consideration, your bid should be unqualified and unconditional.
   b) **Required.** Bidder must return all required documents, which include:
      i) Page one of this bid completed and signed.
      ii) Bid Sheets for items being bid on only. Digital copies of the bid sheets (in original Excel format) must be furnished by: email, CD, DVD or USB flash drive.
      iii) Specifications on alternate items bid.
      iv) All questionnaires and forms including completed and signed, bid addendum or change receipts, if applicable.
      v) Bid Security, if required.
   c) **Electronic Submittal.** Bids transmitted by e-mail will be accepted, HOWEVER, BIDDER IS FULLY RESPONSIBLE FOR ENSURING RECEIPT BY TIME DUE. SFMTA SHALL NOT ACCEPT SUBMISSIONS THAT ARE NOT AVAILABLE AT TIME OF BID OPENING, EVEN IN CASES OF KNOWN EMAIL SYSTEM FAILURE. If using email bidders are encouraged to submit bids twenty four hours in advance of time stated on the first page of this bid.
   d)

7. **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. SFMTA, in its sole discretion, may purchase any greater or lesser quantity. SFMTA may make minor purchases of items requested in SFMTA’s advertisement for bids or contractor’s bid from other vendors when SFMTA determines, in its sole discretion, that the SFMTA has an immediate need for such items or that it is not practical to purchase against this contract.

a) Validity. Bid prices are to be firm for the term from award date for a one year period. Only prices that appear on the SFMTA Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price list, or catalog prices, will be considered.

b) Lower Pricing. SFMTA reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in SFMTA’s best interests as determined by the SFMTA, in the event of a significant decrease in market price of any product listed.

9. 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 Section 14), less any applicable LBE preference (see Sections 21 through 24) and applicable sales tax adjustment (see Section 12). SFMTA will attempt to evaluate this (“bid package” or “contract proposal” package) within 30 days after receipt of bids(s). If SFMTA requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

10. Bidding on Separate Items and in the Aggregate. BIDDER MAY NOT BID SEPARATELY FOR ANY ITEM UNLESS OTHERWISE PROVIDED. BIDDERS MUST MAKE AN OFFER ON ALL ITEMS, UNLESS OTHERWISE PROVIDED.

11. Alternates. When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. SFMTA shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, the bidder should enclose with its bid full information, specifications and descriptive data on items offered. SFMTA reserves the right to permit deviations from the specifications if any article offered is substantially in accord with SFMTA’s specifications and is deemed by SFMTA to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from SFMTA’s specifications.

12. Adjustment of Bid Price for Anticipated Local Sales Tax Revenue. In accordance with Administrative Code Section 21.32, SFMTA will reduce bids of Local Bidders (as defined therein) by 1.25% to determine the lowest responsive and responsible bidder.

13. Price List Discounts. When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder’s price list discounts must remain firm during the term of the contract.

14. Cash Discounts; Term of Payment. Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

   a) Discount period must be at least 30 days. Example: “1%, 30 days. Net 31.”
   b) The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
   c) The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
   d) Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City’s check.
Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

15. **Award.** Award will be made to the lowest priced, responsive and responsible bidder by (line item) or (in the aggregate) as noted on the bid sheets.

16. **Rejection of Bids.** SFMTA may make award on one, some or all items in a bid. SFMTA reserves the right to reject any and all bids.

17. **Bid Security.** Section Reserved.

18. **Failure to Execute Contract.** Section Reserved.

19. **Bid Protests.**

   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 IFB and believes that the City has incorrectly determined that its IFB 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 Bidder, and must cite the law, rule, local ordinance, procedure or IFB 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 Contract Award.** Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive IFB and believes that the City has incorrectly selected another Bidder for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or IFB 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 the contact listed on the first page of this IFB.

20. **Questions.** Any questions or clarifications concerning the requirements in this bid proposal must be submitted by email and received by SFMTA no less than five business days prior to the bid opening date and time:

   Ashish.Patel@sfmta.com

   Please reference: IFB No. SFMTA-2013-27
Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

LBE Bidding Provisions

21. **LBE Ordinance.** To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the General Services Agency (GSA) by the Bid Due date. The certification application is available from GSAHRC (415) 252-2500, and on the web. GSA’s home page is: http://sfgsa.org/index.aspx?page=5356.

22. **Claim for Preference.** To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

23. **LBE Bid Discount; brokerage services.** Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An 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 GSA. An 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 local business preference program. Such a determination will be subject to audit by GSA. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

24. **LBE Subcontracting.**

   a) **Subcontracting to LBEs.** Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts 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:

   i) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

   ii) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

   iii) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

   iv) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

   v) Providing interested LBEs with information about the scope of work.

   vi) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

   vii) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
viii) Making efforts to obtain LBE 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 which could be subcontracted under this Contract. The list is not intended to be exhaustive:

i) 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);

ii) packing containers and materials used to ship the City's order;

iii) services of the carrier who delivers the City's orders;

iv) Pro rata share of LBE 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 (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide SFMTA with reports on LBE subcontracting under this Contract. 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 LBEs and to meet the percentage goal.

e) GSA Data on LBEs. Contractor will obtain from GSA a copy of GSA's database of LBEs, and this or other information from GSA, shall be the basis for determining whether a LBE is confirmed with GSA. Contractor will obtain an updated copy of GSA's database at least quarterly. Please call GSA at (415) 252-2500.

Sweatfree Procurement

25. Sweatfree Procurement. Section Reserved.

Bidder’s/Contractor’s Qualifications and Requirements

26. Reports by Contractor. At SFMTA’s request, Contractor must furnish:

a) A report of the total items ordered under this contract during the preceding twelve months, by location: (1) all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders.

b) A spreadsheet report of all items available under this contract including SFMTA code, Original Equipment Manufacturer (OEM) number, and any other applicable number.

Reports must be in a format acceptable to the SFMTA. Contractor shall send the reports to the contact identified in Section 73.

27. Contractor will be responsible for providing technical support and assistance to the SFMTA through Contractor’s own personnel, equipment and facilities as well as through manufacturer’s technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance by SFMTA personnel, during City business hours (7:00 AM – 5:00 PM).

28. Contractor’s warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons’ accessibility.
29. The SFMTA may require Contractor to provide within seven working business days from the date they are requested to do so, information and documentation, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer’s they claim to represent, lines of credit with financial institutions from manufacturer’s they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor’s fitness to supply the contract requirements.

30. If providing customized or fit items, Contractor shall provide qualified personnel at one or more reasonable and convenient locations in San Francisco to make measurements, fit and make proper alterations and distribute uniforms and uniform accessories. Contractor’s location must be acceptable to the SFMTA. The contractor’s changing/fitting areas must not be viewed from the public portion of the retail outlet and must provide a secure environment for the officers and their equipment at no additional cost to the SFMTA or SFMTA employees.

Specifications; Condition and Delivery of Goods

31. Specifications. Items shall confirm to manufacturers’ specifications.

32. Warranty. Items shall retain all applicable manufacturers’ warranties (i.e. pass-through). If the successful bidder is not the manufacturer, the bidder may be asked to furnish a manufacturer’s written guarantee that the manufacturer’s warranty and service will be passed on to the City. Failure to provide such guarantee within five working days may result in rejection of the bid.

33. Place of Manufacture. No article furnished shall have been made in prison or by convict labor, except for articles purchased for use by City’s detention facilities.

34. Condition of Article. Articles offered and furnished must be new and previously unused, and of manufacturer’s latest model, unless otherwise specified herein.

35. Inspection. All articles supplied shall be subject to inspection and rejection by the SFMTA.

36. Delivery.

   a) Delivery shall be F.O.B. destination in San Francisco, freight prepaid and allowed.
   b) Returns, including return of cores, shall be F.O.B. origin in San Francisco, freight prepaid and allowed.
   c) All items shall be delivered within 30 days of order unless otherwise agreed to, in advance, by SFMTA.
   d) Expedited (24-hour) shipping shall be made available upon request. A temporary price increase (see Attachment A) may be authorized by SFMTA to cover vendor costs.

37. Delivered Items. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by SFMTA and determined by SFMTA, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the SFMTA. The SFMTA's sole obligation to the vendor is payment of acceptable deliveries made prior to the cancellation date. SFMTA shall give the vendor 10 days' notice prior to any cancellation. The SFMTA will purchase the required replacement item from any source and in the manner as determined by SFMTA. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify SFMTA by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any
changes made without the approval of SFMTA will constitute default and result in the City invoking Section 54 of the Contract.

38. 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 SFMTA 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.

39. Articles Furnished. Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City’s Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the SFMTA before delivery by writing to the SFMTA at the “Deliver to” address on the front of the Purchase Order. Approved testing labs are posted on the City’s website at http://www.sfgov.org/oca/. When a non-tested item is delivered, the SFMTA will arrange for testing from other sources. If the SFMTA is unable to obtain approval, SFMTA reserves the right to cancel the transaction and return the item to Contractor, at no charge to SFMTA.

40. Emergency – Priority 1 Service. In case of an emergency that affects any part of 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 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.

Financial Matters

41. Payment. The SFMTA agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the SFMTA to Contractor in arrears, for completed orders, through a release from the appropriate SFMTA Blanket Purchase Order by SFMTA throughout the term of the contract.

CONTRACTOR IS REQUIRED TO SIGN UP TO RECEIVE ELECTRONIC PAYMENTS THROUGH PAYMODE X, THE CITY’S THIRD PARTY SERVICE THAT PROVIDES AUTOMATED CLEARING HOUSE (ACH) PAYMENTS. To Sign up; visit: www.sfgov.org/ach.

The following information is required to sign up:

a) The enroller must be his or her company’s authorized financial representative.
b) The company’s legal name, main telephone number and all physical and remittance addresses used by the company
c) The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
d) The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

42. Invoices. Invoices submitted by the Contractor must be in a form acceptable to SFMTA and Controller; invoices for payments shall show the SFMTA Blanket Purchase Order number, complete...
description of item, quantity and contract price. All amounts paid by the SFMTA to the Contractor shall be subject to the audit by the City.

43. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Contract.

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

44. Guaranteed Maximum Costs. The City’s obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor’s performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

45. Additional Items. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. 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. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than $50,000, the amount over 20% or $50,000, shall be bid in accordance with standard procurement procedures. The resulting bid award shall be added to the contract through a contract modification under Section 57 (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor’s name and information, complete service description, delivery information and pricing information.
46. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

Bonding, Insurance, Indemnity and Liability

48. Performance Bond. Section Reserved.

49. Fidelity Bond. Section Reserved.

50. Insurance.

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

a) 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:

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

ii) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

iii) 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.

b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
51. Hold Harmless and indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor’s performance of this Contract, including but not limited to, the use of Contractor’s facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either’s agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City.
In addition to Contractor’s obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney’s fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

52. 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.

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

Termination and Default

54. Default; Remedies. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

55. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

56. 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.

**General Provisions**

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.

58. **Contract Interpretation; Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to SFMTA, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of SFMTA.

59. **Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

   a) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
   
   b) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
   
   c) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
   
   d) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

60. **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 SFMTA.

61. **Nondiscrimination; Penalties.**

   a) **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person...
seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b) Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from SFMTA) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c) Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d) Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

62. Local Business Enterprise Utilization; Liquidated Damages.

a) The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.
b) **Compliance and Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the General Services Agency’s Contracting Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively), the “Director of Contract Monitoring”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of Contract Monitoring will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of Contract Monitoring shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of Contract Monitoring or the Controller upon request.

63. **MacBride Principles – Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

64. **Tropical Hardwood and Virgin Redwood Ban.** The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

65. **Environmental Code Chapter 5, Resource Conservation Ordinance.** Section Reserved

66. **Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

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

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

69. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor’s failure to comply with this provision.

70. Sunshine Ordinance. In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors’ bids, responses to RFPs and all other records of communications between 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 benefit 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.

71. Conflict of Interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

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

73. Notice to Parties. All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Ashish Patel, Manager of Contracts & Procurement [NOTICE TO PARTIES TITLE].

Re: SFMTA-2013-27

San Francisco Municipal Transportation Agency

Office of Contracts & Procurement

1 South Van Ness Ave., 6th Floor
74. **Subcontracting.** Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by SFMTA. 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.

75. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

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

77. **First Source Hiring Program.** Contractor shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 83 are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

78. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor;
any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

79. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor’s use of profit as a violation of this section.

80. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

81. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

82. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.
ATTACHMENT A: Electronic Bid Sheets and Required Information

Appendix A is a separate file to be downloaded from the online posting for this IFB in the San Francisco Office of Contract Administration’s (OCA) Bids and Contracts Database.

You may access the database at the following link: http://mission.sfgov.org/OCABidPublication

Select “Equipment, Supplies and General Services” in the drop-down Category menu and find the listing for this IFB.

ANY ATTEMPT TO ALTER THE PROVIDED FILE IN ANY WAY, OTHER THAN PROVIDING BID INFORMATION, SHALL BE AUTOMATICALLY DISQUALIFYING.

NOTE: File has two (2) sheets that must be completed
Attachment B: Standard Bid Forms

Before the City can award any contract to a vendor, that vendor must file three standard City forms. See the chart on the next page. Because many vendors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Instead, this document describes the forms, where to find them on the Internet, and where to file them. If a vendor cannot get the documents off the Internet, the vendor should call 415.554.6248 or e-mail to Purchasing (purchasing@sfgov.org) and Purchasing can fax, mail or e-mail them to vendor.

If vendor has already filled out items on the chart, the vendor should not do so again unless the vendor’s answers have changed. To find out which of those forms have been submitted, the vendor should call Vendor File Support at (415) 554-6702.

If a vendor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the vendor should call the General Services Agency (GSA) at (415) 252-2500.

Where the forms are on the Internet?

Office of Contract Administration
Homepage: www.sfgov.org/site/oca (URL will change.)

Purchasing forms: Under the “Information for vendors and contractors” banner, click on “Required vendor forms.”

General Services Agency
Homepage: http://sfgsa.org/index.aspx?page=5356

LBE forms: Under the “LBE Certification and Compliance (14B)” heading, click on “How to certify your local business with us and/or become a City vendor.”

Nondiscrimination Forms: Under the “Equal Benefits Compliance (12B)” heading, click on “Important forms and documents.”
Item | Form name and Internet location | Form No. | Description | Return the form to;  
For more information  
Controller’s Office  
Vendor File Support  
E-mail to:  
vendor.file.support@sfgov.org  
(415) 554-6702  
---|---|---|---|---
1. | Request for Taxpayer Identification Number and Certification  
URL: www.sfgov.org/site/oca  
(URL will change.)  
Click on “How to qualify to do business with the City.”  | W-9 | The City needs the vendor’s taxpayer ID number on this form. If a vendor has already done business with the City, this form is not necessary.  | Controller’s Office  
Vendor File Support  
E-mail to:  
vendor.file.support@sfgov.org  
(415) 554-6702  
2. | Business Tax Declaration  
URL: www.sfgov.org/site/oca  
(URL will change.)  
Click on “How to qualify to do business with the City.”  | P-25 | All vendors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector.  | Treasurer/Tax Collector  
The address and e-mail address are on the form.  
(415) 554-6718  
3. | S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits  
URL: http://sfgsa.org/index.aspx?page=5356  | HRC-12B-101 | Vendors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required depending on the vendor’s answers on this form.  | General Services Agency  
The address is on the form.  
(415) 252-2500  
4. | Small-Micro-Local Business Enterprise Program application  
URL: http://sfgsa.org/index.aspx?page=5356  | [none] | Local businesses complete this form to be certified by GSA as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must already be certified by GSA before the bid opening.  | General Services Agency  
The address is on the form.  
(415) 252-2500  
5. | ARCH enrollment with Paymode-X:  
URL: www.sfgov.org/ach  | [none] | All vendors are required to accept electronic payments using Automatic Clearing House (ACH)—Paymode X, an independent service through the Bank of America. There is no charge from Paymode or the City to use this payment service.  | Controller’s Office:  
ACH.Support@sfgov.org  
(415) 554-7591