



Edwin M. Lee  
Mayor

Micki Callahan  
Human Resources Director

Date: June 2, 2014  
To: The Honorable Civil Service Commission  
Through: Micki Callahan  
Human Resources Director *[Signature]*  
From: Kendall Warrington, DT

**Subject: Personal Services Contracts Approval Request**

This report contain one (1) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on July 1, 1996.

The services proposed by these contracts have been reviewed by Department of Human Resources (DHR) staff to evaluate whether the requesting departments have complied with City policy and procedures regarding PSCs. The proposed PSCs have been posted on the DHR website for seven (7) calendar days. CSC procedures for processing PSCs require that any appeal of these contracts be filed in the office of the CSC, Executive Officer during the posting period.

No timely appeals have been filed regarding the PSCs contained in this report. These proposed PSCs are being submitted to the CSC for ratification/approval.

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources to date:

Total of this Report	YTD Expedited Approvals FY 2013-2014	Total for FY 2013-2014
\$26,000,000.00	\$7,606,978	\$785,927,131

Kendall Warrington  
Department of Technology  
1 South Van Ness, 2<sup>nd</sup> Flr  
San Francisco, CA 94103  
(415) 581-4066

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Posting for June 2, 2014  
Proposed Personal Services Contract  
Regular - Modification

PSC No	Dept Description	Modified Amount	Cumulative Amount	Description of Work	PSC Modified Estimated	
					Start Date	End Date
4070-09/10	GENERAL SERVICES AGENCY - TECHNOLOGY - TIS	\$26,000,000.00	\$41,000,000.00	As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will include system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.	1/1/2014	8/31/2016

**Total Modified Amount: \$26,000,000.00**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY Dept. Code: TIS

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4070 09/10)

Type of Approval: [ ] Expedited [x] Regular [ ] Omit Posting

Type of Service: As needed telecommunications, system, voice and data design, business analysis, programming,

Funding Source: Public Bond, Grant, Lease, General

PSC Original Approved Amount: \$15,000,000 PSC Original Approved Duration: 01/01/10 - 12/31/13 (4 years)

PSC Mod#1 Amount: \$26,000,000 PSC Mod#1 Duration: 01/01/14-08/31/16 (2 years 34 weeks)

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$41,000,000 PSC Cumulative Duration Proposed: 6 years 34 weeks

1. Description of Work

A. Scope of Work:

As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology (IT) projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.

B. Explain why this service is necessary and the consequence of denial:

The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

Yes, prior PSC and piggybacking on Airport 's RFP.

D. Will the contract(s) be renewed? Yes, the contract will be renewed.

2. Union Notification: On 02/24/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4070 09/10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/02/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project.

\* Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

B. Which, if any, civil service class(es) normally perform(s) this work?

1005,1014,1024,1033,1070,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The work is intermittent and highly specialized for as needed projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, technology changes too rapidly and the work is intermittent.

5. Additional Information (if "yes", attach explanation)

YES    NO

- A. Will the contractor directly supervise City and County employee?
- B. Will the contractor train City and County employee?          
Please see attached document.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services?
- E. Has a board or commission determined that contracting is the most effective way to provide this service?
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? AT&T

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/24/14 BY:

Name: Kendall Gary Phone: 415-581-4066 Email: kendall.gary@sfgov.org

Address: One South Van Ness Avenue, 2nd Floor San Francisco, CA 94103

**Receipt of Union Notification(s)**  
**◆ Local 21**

**Fabiani, Phyllis**

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**From:** Gines, Jolie  
**Sent:** Tuesday, February 25, 2014 9:08 AM  
**To:** Fabiani, Phyllis  
**Subject:** FW: Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

Phyllis,

This modification was submitted and is now before L21's review and approval path.

Thank You,  
Jolie

Jolie Gines  
City and County of San Francisco  
Department of Technology  
Contract Administration  
One South Van Ness Ave., 2nd Floor  
San Francisco, CA 94103

415 581 3974  
415 581 3970 FAX

-----Original Message-----

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [mailto:[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)]  
**Sent:** Monday, February 24, 2014 4:10 PM  
**To:** Gary, Kendall; [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Gines, Jolie; DHR-PSCCoordinator, DHR; Isen, Richard  
**Subject:** Receipt of a REGULAR Modification Request to PSC # 4070-09/10 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$26,000,000 for services for the period April 21, 2014 – April 20, 2016. For Regular/Annual/Continual Modification requests there is a 7-Day noticed to the union(s) prior to Department PSC Due to DHR date before the request is scheduled for Civil Service Commission meeting date.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1494>  
Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)



## **Additional Attachment(s) of Explanation**

### **◇ Section 5. Additional Information**

#### **5B. Will the contractor train City and County employees?**

- **Describe training and indicate approximate number of hours.**
- **Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.**

Employees in section 3B classes could receive as needed training on the use of the equipment that will be purchased. Training will conform to industry standards and the hours of training will be variable based on the type of equipment and its complexity.

## **Additional Documents**

- ◆ **Department's report regarding Commission's condition from CSC 12/21/2009 meeting.**



## INTEROFFICE MEMORANDUM

DATE: May 7, 2014

TO: Ms. Jennifer Johnston, Executive Officer  
Civil Service Commission

FROM: Marc Touitou, CIO, Executive Director, Department of Technology *5/6/14*

RE: PSC#4070-9/10 AT&T Update

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Dear Commissioners,

On December 21, 2009, the Civil Service Commission voted 5-0 to approve PSC#4070-9/10 for AT&T in the amount of 15 million dollars. The condition for this approval was that the Department of Technology submits quarterly reports to the Commission identifying projects or type of work contracted out under this request and the dollar amount of each request, with notifications to Local 1021 where applicable. Also, notify the offices of the Controller and the Office of Contract Administration.

DT acknowledges this oversight of not providing quarterly reports. I have attached the Memo that was submitted to the board in Aug 2013 providing an update to the Board of Supervisors for the AT&T contract spend as well as the LBE participation over the term of the contract.

DT is currently requesting CSC approval for "time" on the AT&T contract while we prepare for an RFP. Of the CSC approval of 15 million, \$3,298,663 has been allocated as listed below, and 11 million remains unspent.

- DT -\$238,459
- Laguna Honda – \$546,000
- SF General – \$520,000
- SFO – \$1,994,204

Thank you for time and attention. Please do not hesitate to contact Kendall Warrington at 415-581-4066 with any further questions regarding this matter.





**Date:** August 1, 2013  
**To:** Angela Calvillo, Clerk of the Board  
 Board of Supervisors  
**From:** Marc Touitou  
 Chief Information Officer  
**Subject:** Report on AT&T Master Agreement per Ordinance 98-10 (File No. 100521)

**MEMORANDUM**

On May 4, 2010, the Board approved an agreement between the City and AT&T for telecommunication products and services for a maximum amount of seventy-five million dollars for a period of four and a half years [File No. 100521; Ordinance 98-10]. In approving the Ordinance, the Board requested that the Department provide a report to the Board one year prior to the end of the contract, or approximately September 1, 2013, on the following two subjects: (1) LBE retention and the amount awarded to each LBE and (2) the expenditures by each City department each year under the 2010 Contract and the City as a whole. In accordance with this request, we are providing the Board with this report.

1) In the City's Master Agreement – Section 32, the City and AT&T agreed that certain products and services purchased under the agreement would not be subject to LBE participation, and this change in the City's standard contract language was approved by the Director of the Human Rights Commission and the Board. All of the products and services purchased under this agreement have been limited to those for which there is no LBE participation requirement. As of the date of this report, there has been no LBE participation as a part of the AT&T Master Agreement.

2) As of June 30, 2013, the City has issued purchase orders under the Master Agreement in the total amount of \$34,375,705.22. Please see the below table for the breakdown by department and fiscal year.

**PO Releases Against the Master Agreement Blanket by Department by Year**

	2009-2010	2010-2011	2011-2012	2012-2013	Total
Airport	-	1,035,650.84	643,000.00	2,100,585.70	3,779,236.54
DCYF	-	27,822.85	10,742.50	-	38,565.35
DPH	-	945,875.66	-	520,000.00	1,465,875.66
Library	-	46,000.00	187,764.40	-	233,764.40
DT	4,702,000.00	7,457,576.06	8,224,353.91	8,460,671.30	28,844,601.27
PUC	-	-	-	13,662.00	13,662.00
<b>TOTAL</b>	<b>\$ 4,702,000.00</b>	<b>\$ 9,512,925.41</b>	<b>\$ 9,065,860.81</b>	<b>\$ 11,094,919.00</b>	<b>\$ 34,375,705.22</b>

NOTE: Additional department expenditures for the listed departments, as well as all other City departments, are also captured through DT POs.

Please do not hesitate to contact my Procurement Director Kendall Gary directly at (415)581-4066 or by email to [Kendall.Gary@sfgov.org](mailto:Kendall.Gary@sfgov.org) with any further questions regarding this matter.

**Additional Attachment(s) of Explanation**

◇ **Section 1. Description of Work**

**1C. Has this service been provided in the past. If so, how?  
If the service was provided via a PSC, provide the most  
recently approved PSC # and upload a copy of the PSC.**

PSC # 4070-09/10

4070-09/10  
initial



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

MORGAN R. GORRONO  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

JOY Y. BOATWRIGHT  
COMMISSIONER

DONALD A. CASPER  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

MINUTES  
Regular Meeting  
December 21, 2009

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

### CALL TO ORDER

2:09 p.m.

### ROLL CALL

President Morgan R. Gorrone	Present
Vice President E. Dennis Normandy	Present
Commissioner Joy Y. Boatwright	Present
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present

President Morgan R. Gorrone presided.

### PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

John Marian and Rachele Savola, SEIU Local 1021 stated their concerns regarding PSC #4070-09/10.

### APPROVAL OF MINUTES

Regular Meeting of December 7, 2009

Action: Approve. (Vote of 5 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of December 21, 2009

0371-09-1

**Commendation for Belen Afable, Personnel Analyst, upon her retirement after thirty years of service to the City & County of San Francisco. (Item No. 5)**

**Speakers:** Commissioner Donald A. Casper thanked Ms. Afable for her contributions and accomplishments during her City and County tenure.

**Action:** Adopt. (Vote of 5 to 0)

0372-09-8

**Review of request for approval of proposed personal services contracts. (File No. 6)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4069-09/10	Art Commission	\$200,000	Three or more artists, or artist teams, will design, fabricate, and install original artwork for each of three Dept. of Public Works Streetscape Improvement Projects: Leland Avenue, Valencia Avenue, and SOMA West.	Regular	12/31/11
4070-09/10	Department of Technology	\$15,000,000	Provide as-needed information technology and telecommunication services, including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture. Services are to be provided in conjunction with the acquisition of new information technology and telecommunication equipment.	Regular	12/31/13
4071-09/10 <i>Postpone to the meeting of 01/04/10</i>	Municipal Transportation Agency	\$2,000,000	Preparation of technical specifications and Unit Price Books containing 150,000 - 200,000 items of work. Train staff and contractors for an SFMTA-customized job order contracting system. Provide proprietary software and management tools to administer the job order contracting program. The consultant contract is performance based, and fees are paid as a percentage of actual construction task orders issued after the master construction contracts are awarded.	Regular	01/14/15
4072-09/10	Department of Public Health	\$125,000	Provide software implementation and support services for an integrated call center application to be used in a new Call Center staffed by registered nurses. The new Call Center will dispense medical advice (nurse advice line) to current Department clients, and will also function as the first point of contact for clients wishing to receive services.	Regular	06/30/15
4029-05/06 <i>Postpone to the meeting of 01/04/10</i>	Airport Commission	Increase Amount \$8,000,000 New Amount \$22,000,000	Will hire construction management team members, including construction managers, resident engineers, inspectors, part-time schedulers, and cost engineers for PDC capital improvement projects. Additional services include structural analysis, geotechnical reports, and hazardous material analysis and reports.	Modification	12/31/13
4073-09/10	Public Utilities Commission	Increase Amount \$25,000 New Amount \$75,000	Provide auditing services to independently review and evaluate the use of revenue bond proceeds in the SFPUC Water System Improvement Program (WSIP) pursuant to San Francisco Administrative Code Section 5.31(c).	Modification	07/15/10

4125-07/08	Public Utilities Commission	Increase Amount \$6,500,000 New Amount \$11,000,000	Will provide design of Hetch Hetchy Water & Power (HHWP) rehabilitation work of Power Infrastructure (PI) for reliability and the design of rehabilitation work of Power Infrastructure to meet Western Electricity Coordination Council regulatory compliance. The modification is intended for two as-needed contracts, each with identical scopes of work.	Modification	07/31/13
4017-07/08	Public Utilities Commission	Increase Amount \$3,500,000 New Amount \$7,500,000	Will perform condition assessments on the HHWP conveyance system to develop sustainability plans for each large conveyance system component. Civil, corrosion, and mechanical engineering and other specialized engineering services are needed to complete these assessments.	Modification	03/02/15

**Speakers:**

Vitus Leung and Richard Robinson, Department of Technology and Rachele Savola and John Marian, SEIU Local 1021 spoke on PSC #4070-09/10.

Drew Howard, Municipal Transportation Agency and Joe Brenner, IFPTE Local 21 spoke on PSC #4071-09/10.

Robert Longhitano and Sheila Kerr, Department of Public Health and Joe Brenner, IFPTE Local 21 spoke on PSC #4072-09/10.

Kofo Domingo, Public Utilities Commission spoke on PSC #4073-09/10.

Kofo Domingo and Margaret Hannaford, Public Utilities Commission spoke on PSC #4125-07/08.

David Scott and Margaret Hannaford, Public Utilities Commission spoke on PSC #4017-07/08.

**Action:**

(1) Postpone PSC #4071-09/10 to the meeting of January 4, 2010 at the request of IFPTE Local 21. The Commission stipulated there will be no further continuances. (Vote of 5 to 0)

(2) Postpone PSC #4029-05/06 to the meeting of January 4, 2010 at the request of the Airport Commission. (Vote of 5 to 0)

(3) Approve request for proposed personal services contract #4070-09/10 on the condition that the Department of Technology submit quarterly reports to the Commission identifying the projects or type of work which has been contracted out or will be contracted out under this request and the dollar amount of each request, with notifications to SEIU Local 1021 where applicable. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

(4) Approve request for all remaining proposed personal services contracts. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)



**0373-08-8 Review of request for approval of personal services contract. (File No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4074-09/10	Municipal Transportation Agency	\$39,949,959	Provide professional architectural & engineering services for the Final Design & Construction of the Central Subway Project – Design Package #2 Stations Design. Services include final design of the three underground subway stations (Moscone, Union Square Market St. & Chinatown); and construction services that include contract design management, verify/validate existing preliminary engineering design, verify cost & schedule for each construction contract, engineering support duration construction, and other related services.	Regular	03/31/19

**Speakers:** John Funghi, Municipal Transportation Agency

**Action:** Approve request for proposed personal services contract. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

**0563-08-8 Report from the Office of Economic & Workforce Development on the status of the conditional approval of personal services contract number 4066-08/09. (File No. 8)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4066-08/09	Office of Economic & Workforce Development	\$150,000	Will assist Office of Economic & Workforce Development (OEWD) with design and implementation of a system to support client tracking and performance management for Workforce Investment (WIA).	Regular	08/17/10

December 15, 2008: Adopt the Human Resources Director's report on PSC #4066-08/09 on the condition that within one year's time, the Office of Economic & Workforce Development shall report back to the Civil Service Commission on the progress of the communications with the Department of Technology relating to the possible transition of the work to civil service employees. Notify the offices of the Controller and the Purchaser.

**Speakers:** None.

**Action:** Accept and file the report. (Vote of 5 to 0)

4070-09/10  
Initial

City and County of San Francisco

Department of Human Resources

**PERSONAL SERVICES CONTRACT SUMMARY**

DATE: November 20, 2009

DEPARTMENT NAME: Department of Technology DEPARTMENT NUMBER 75

TYPE OF APPROVAL:  EXPEDITED  REGULAR (OMIT POSTING \_\_\_\_\_)  
 CONTINUING  ANNUAL

TYPE OF REQUEST:  
 INITIAL REQUEST  MODIFICATION (PSC# \_\_\_\_\_)

TYPE OF SERVICE: As needed Information Technology and Telecommunications Services, including system design, voice and data network design, business analysis, programming, configuration, software design and other IT and Telecom Services

FUNDING SOURCE: Public Bond Funds, Grant Funds, General Fund and Lease Funds

PSC AMOUNT: \$15,000,000 PSC DURATION: January 1, 2010 through December 31, 2013

**1. DESCRIPTION OF WORK**

A. Concise description of proposed work:  
*As needed, project specific services for a variety of highly specialized Telecommunications and Information Technology projects. Services will including system design, wireless analysis, business analysis, programming, configuration and training, software design, data and voice network architecture, and will vary depending on the requirements that are developed by the requesting department. Services are to be provided in conjunction with the acquisition of new information technology and telecommunications equipment.*

B. Explain why this service is necessary and the consequences of denial:  
*The contracts include prequalified vendors to help expedite the procurement of telecommunications and IT solutions. Outside expertise is needed, especially for projects involving new technology to supplement the skills provided by City employees. Many projects are on restricted funding time frames with bond and grant funds. If denied, the process and timeframes required to procure new systems and implement solutions will be expanded significantly. Also, Public Safety voice and data networks often need a very quick response for service issues.*

C Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):  
*Departments have made a variety of individual request from the Civil Service Commission. The most recent request was made by Department of Public Health, PSC #4146 08/09 on May 18, 2009.*

**2. UNION NOTIFICATION:** Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

<input type="checkbox"/> Local 21	<u>Shawn Allison</u>	<u>11/20/09</u>
Union Name	Signature of person mailing/faxing form	Date
<input type="checkbox"/> SEIU	<u>[Signature]</u>	<u>11/20/09</u>
Union Name	Signature of person mailing/faxing form	Date

RFP sent to \_\_\_\_\_, on \_\_\_\_\_  
Union Name Date Signature

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# \_\_\_\_\_  
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Many Highly specialized technical and professional skills are required on an as needed basis, depending on the project. Knowledge of specific types of voice and data networks, hardware and software, business/Telecom and IT analytical skills and programming for new applications are needed to design, create, update and implement Telecom and IT solutions.

B. Which, if any, civil service class normally performs this work?

Typically this work is performed by outside Telecom/IT professionals who are experts on specific types of equipment and software. Portions of the work may be performed by some of the following classifications, depending on the department's project type and need: 1002-1005-Operators, 1011-1014-Technicians, 1021-1024-Administrators, 1031-1033-Trainers, 1041-1044-Engineers, 1051-1054-Business Analysts, 1061-1064-Programmer Analysts, 1070-Project Director. Under an Agreement with Local 21 they will review each SOW for services, and as applicable, a transition/training plan may be included in the Scope of Work to transfer knowledge and skills to City workers.

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Training may occur at the contractor's facilities; also, the equipment or products may be warehoused temporarily at contractor's location.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The work is intermittent, highly specialized, for as needed projects.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, the technology changes to rapidly. Also, due to the temporary nature of the project hiring, permanent employees would not be applicable.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees? *Depends on Project*

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

Employees in section 3, B. classes could receive as needed training on the use of the equipment that will be purchased. Training will conform to industry standards and the hours of training will be variable based on the type of equipment and it's complexity.

C. Are there legal mandates requiring the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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E. Has a board or commission determined that contracting is the most effective way to provide this service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

~~THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:~~

  
 Signature of Departmental Personal Services Contract Coordinator  
 Kendall Gary 581-4066  
 \_\_\_\_\_  
 Print or Type Name Telephone Number

One South Van Ness Avenue, 2<sup>nd</sup>  
 Floor  
 San Francisco, CA 94102  
 \_\_\_\_\_  
 Address

**City and County of San Francisco  
Airport Commission**

**Request for Proposals for**

**Airport Telecommunication Services**

<b>RELEASE DATE:</b>		<b>JUNE 8, 2007</b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b>2:30 PM</b>	<b>June 20, 2007</b>
<b>DEADLINE FOR SUBMISSION:</b>	<b>5:00 PM</b>	<b>August 27, 2007</b>

SFO Airport Telecommunication Services RFP

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**Appendices:**

Appendix A	HRC Forms ..... A-1 Human Rights Commission Forms: Listing and Internet addresses of Interim HRC Attachment 2 which contains HRC Forms 3, 4 and 5
Appendix B	Standard Forms..... B-1 Listing and Internet addresses of Forms related to Chapters 12B, 12C, and 14A of the S.F. Administrative Code, to Business Tax, and to Employer Identification Number
Appendix C	Agreement for Professional Services (Form AIR-500)

**SFO Non-Disclosure Agreement Forms**

**Request for Proposals for**

**Airport Telecommunication Services**

## SFO Airport Telecommunication Services RFP

### 1. INTRODUCTION

The City and County of San Francisco Airport Commission (the "Airport Commission") is soliciting proposals for Telecommunication Services for the San Francisco International Airport.

San Francisco International Airport (the "Airport" or "SFO") is the principal commercial service airport for the San Francisco Bay Area. The San Francisco Airport Commission operates the Airport as a separate enterprise department of the City and County of San Francisco (the "City"). The Airport Commission manages a talented and committed alliance of Airport staff, airlines, concessionaires, consultant, and support organizations who operate and maintain the Airport facilities that accommodate air and ground transportation for more than 32 million passengers and over half a million metric tons of cargo per year.

SFO is seeking proposals for services described in Section 2 (Scope of Work) below, including but not limited to Internet Service Provider ("ISP"), Cellular, local toll voice services, Wide Area Network ("WAN") services, Cable Access TV/media content services ("CATV"), disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide Internet Protocol ("IP") networking environment (collectively, the "Telecommunications Services") described in this Request for Proposal (the "RFP"). Proposals are to be delivered to John Payne at the SFO Information Technology and Telecommunications Department in Terminal 2 Room 355 located on the 3<sup>rd</sup> floor no later than 5:00 p.m. Pacific Daylight Time on August 27, 2007.

Proposal forms may be obtained from the Airport website at [http://www.flysfo.com/rfp/bid/bid\\_list.asp](http://www.flysfo.com/rfp/bid/bid_list.asp)

### 2. SCOPE OF WORK

The following Scope of Work (RFP Section 2.1 – 2.58) is a general guide and is not intended to be a complete list of all work necessary to fulfill services of the final contract.

The purpose of this RFP is to solicit proposals from qualified firms (the "Proposer") to provide Telecommunication Services comprised of ISP, Cellular, local toll voice services, WAN services, CATV/media content services, disaster recovery, telecommunications consulting and all other services to support the creation of an Airport-wide IP network platform. The RFP Telecommunication Services cover a broad segment of telecommunications technologies. It is the intent of SFO to establish a contractual relationship with a single, prime contractor. The Proposer may subcontract up to sixty percent (60%) of the Telecommunication Services. In this event, however, the Airport will still only have one contractual relationship with the prime. All sub-contractor relationships will be the responsibility of the successful Proposer for the duration of the contractual term.

Furthermore, Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer of its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the Minimum Qualifications in RFP Section 4.

#### 2.1 Voice Services Organization Overview

The Telecommunications staff of SFO is responsible for the installation, testing and repair of telephone lines and equipment within the Airport campus. The Telecommunications staff performs needs



## SFO Airport Telecommunication Services RFP

assessment, order review, and implementation; telephone system administration and phone installation; work assignments, customer coordination, and telephone phone trouble resolution. Telecommunication service is delivered the Airport Commission PBX Telephone System and SONET Ring. The Telecommunications group is also responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, PDA's and wireless laptops.

### 2.2 Voice Services Network

The SFO voice system and infrastructure is comprised of an Avaya S8710 with 10 distributive EPN nodes that are located at strategic points of presence throughout the Airport campus. The services network also includes Avaya Intuity Voicemail, Spectel WebPortal Conference Bridge, Sierra Gold Call Detail Recording system. This network supports approximately 4000 end users. The SFO Telecommunications staff operates and manages this network. Avaya is the system maintenance provider.

### 2.3 Voice Services Requirements

Proposer shall provide the following voice services:

- Install, provide and maintain voice and data communications services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. Digital and Analog Trunks
  - B. Basic Telephone Service
  - C. Centrex Service
  - D. Frame Relay
  - E. Asynchronous Transfer Mode (ATM) Transport
  - F. Internet Connectivity
  - G. Local Calling
  - H. LATA Toll Calling
  - I. Long Distance Calling
  - J. International Calling
  - K. 800/888 Services
  - L. Video Conferencing
  - M. Calling Card Services
  - N. Maintenance services for voice services network equipment
  - O. Voice services network equipment and parts
  - P. Voice services network test equipment
  - Q. Voice services network components (cable, wire, racks, patch panels ect.)
  - R. Voice services network management software
  - S. Infrastructure services (cable, fiber, conduit)
  - T. Disaster and business continuity planning
  - U. Voice services network security analysis and consulting
  - V. Bill reconciliation
  - W. All associated professional services, hardware and software that are required from time to time for the execution of the functions outline above.

It is assumed that any other vendor provided services, not listed, are also included.

### 2.4 Voice Services Local Maintenance and Service

## SFO Airport Telecommunication Services RFP

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

### 2.5 Voice Services Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Will your service conform to the current North American Numbering Plan (NANP) changes?  
Yes \_\_\_ No \_\_\_
3. Describe in detail your network architecture
4. Describe in detail your VOIP network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
5. What additional or enhanced services do you provide which have not been described in this RFP?

## SFO Airport Telecommunication Services RFP

6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. Will you provide full number portability? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Describe how you plan to provide number portability.
9. If you are proposing call forwarding as a means of providing number portability, describe the process of how the transfer will occur and the amount of time this process will take.
10. What provisions are available for IntraLATA service?
11. How are you connected to the Local Exchange Carrier (LEC)?
12. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
13. SFO provides Shared Tenant Services (STS) to a variety of tenants. Please detail how you plan to provide the following services?
  - A. E911
  - B. Directory Assistance
  - C. Directory Listings (for each tenant)
  - D. Publication Listings (for each tenant)
  - E. Caller ID
  - F. Telephone Directories
14. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
15. Describe any outside plant cable inventory management, discovery, or audit services you provide. How would such services be billed?
16. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?

### 2.6 Voice Services General Requirements

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancy issues.
3. What is included in your billing/documentation that you will make available to SFO each month?
4. Will you maintain the existing block of Direct Inward Dial (DID) numbers currently being used by the Airport? Yes \_\_\_\_\_ No \_\_\_\_\_

SFO Airport Telecommunication Services RFP

5. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

**2.7 Voice Service Costs**

Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

Current Service Expenditure:

1. Long Distance = \$100,000.00 per FY
2. Local Carrier Service = \$265,000.00 per FY
3. Local Toll Charges = \$385,000.00 per FY

What is your complete cost, including taxes the following basic services:

Installed Monthly Service:	<u>PRICE</u>
A. Digital/ PRI Trunks	_____
B. Analog Trunks	_____
C. Basic Telephone Service	_____
D. Centrex Service	_____
E. Frame Relay	_____
F. Asynchronous Transfer Mode (ATM) Transport	_____
G. Internet Connectivity	_____
H. Local Calling	_____
I. LATA Toll Calling	_____
J. Long Distance Calling	_____
K. International Calling	_____
L. 800/888 Services	_____
M. Video Service	_____
N. Calling Card Services	_____
O. VOIP	_____

Long Distance Pricing:

Long Distance Services (rates per minute):

Interstate

- |                        |       |
|------------------------|-------|
| A. Switched Outbound   | _____ |
| B. Switched Toll Free  | _____ |
| C. Dedicated Outbound  | _____ |
| D. Dedicated Toll Free | _____ |

Intrastate (California)

- |                      |       |
|----------------------|-------|
| A. Switched Outbound | _____ |
|----------------------|-------|

SFO Airport Telecommunication Services RFP

- B. Switched Toll Free \_\_\_\_\_
- C. Dedicated Outbound \_\_\_\_\_
- D. Dedicated Toll Free \_\_\_\_\_

**2.8 Cellular Service**

SFO's current cellular inventory consists of approximately 250 cellular phones, and other wireless communication devices. Cellular phone service is essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of mobile communications devices such as cell phones, Smart Phones, and wireless laptops modem cards.

True enterprise support for cellular service has been lacking in the previous cellular vendor. Please describe the nature and value of the enterprise support that you are proposing in the sections below.

**2.9 Cellular Phone Service Requirements**

The Proposer shall provide to SFO **Enterprise** –class cellular phone service and data mobility. Enterprise-class refers to service that are targeted not to the consumer but to large business and enterprises like the Airport. Wireless applications and services that enable remote access to office files, directories and data bases are required components of all responses.

In all answers please distinguish your enterprise support from consumer support in terms of the following:

1. Ability to maintain stable inventory of cellular devices and all associated accessories selected by the Airport? (two years is the goal)
2. Ability to change any given cellular carrier if they fail to meet Airport requirements?
  - a. Time frame to swap an existing Airport cellular carrier out for another
  - b. Any costs associated with this activity (one time and re-occurring)
3. Describe your 24 Hrs x 7 days a week technical support offering.
4. Describe your 24 x 7 end user support offering for non-voice issues with SmartPhones and PDAs? Please include descriptions on how you answer "How do I do this?" questions .

The Proposer shall furnish both services and handheld devices. Devices to be furnished should include, but not be limited to, cell phones, Smart Phones, and wireless laptops modem cards.

- The cellular phone systems to be made available to the Airport can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:
  - A. GSM
  - B. TDMA
  - C. Other
- The technologies for data mobility to be made available to SFO can include. Please describe what is being proposed and why with a description of the advantages of the proposed approach(es) and the disadvantages of competing options:

## SFO Airport Telecommunication Services RFP

- A. HSDPA
- B. EDGE
- C. CDMA
- D. EVDO
- E. Wi-Fi (802.11)
- F. Other

Please describe future cellular and data mobility enhancements that are in the planning horizon of the anticipated Airport contractual term (5-7 years from contract award) that would be made available to SFO. *Please use the NDA in the appendix if deemed necessary by the proposer.*

### 2.10 Cellular Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
7. Describe the content, formats and electronic media of all required reports and bills.
8. Describe your billing increments.
9. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO?
  - A. Priority access by account number
  - B. Priority access by a group of cellular numbers
  - C. Priority access by individual cellular numbers
  - D. Emergency provision and activation of cellular phones or devices
10. If a disaster/emergency that affects the San Francisco Bay Area how will the Proposer provide SFO with Priority 1 service?

## SFO Airport Telecommunication Services RFP

11. Will you provide SFO a 24-hour, toll-free, emergency telephone number to a company representative who will be able to receive and process orders for immediate service?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If no, how will such request be handled? Explain.

12. Describe the process of how lost, stolen, or broken cellular equipment should be reported, and how they will be replaced. Include : (1) Average time of delivery, (2) method of delivery, (3) List any applicable restrictions on replacement.

### 2.11 Cellular Service Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

1. Describe how you would transition existing SFO users to your service. The transition plan should describe how orders will be handled and how long the conversion will take. The transition plan should also detail the measures that the Proposer will take to eliminate service disruption.
2. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
3. Describe in detail your network architecture
4. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
5. What additional or enhanced services do you provide which have not been described in this RFP?
6. Describe your Local, Long Distance and International plans and coverage areas, and which ones would be made available to SFO.
7. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
8. Describe in detail your local calling area and provide your definition of a local call. Also, provide a network map of the local calling area.
9. Describe in detail how text messages are handled on your cellular network. SFO requires access to an Enterprise grade network to ensure delivery of text messages. If the Proposer does not have such a network, describe what steps are taken to prioritize text messages sent by SFO from those of the regular consumer.
10. The Proposer shall provide the features commonly available among various manufacturers and various cellular device models. The required services to be provided to the Airport are to include, at the minimum, but not exclusive to:

## SFO Airport Telecommunication Services RFP

- A. Silent ring or vibrate
- B. Hands Free or speaker phone option
- C. Illuminated display
- D. AC power adapter for charging
- E. Voice Mail

Can the Proposer provide the minimum requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe any additional features that would be made available to SFO.

### 2.12 Cellular Service General Requirement

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.13 Cellular Service Costs

Current Service Expenditure = \$160,000.00 per FY

1. Describe in detail the pricing and calling plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.
2. Is your proposal for cellular service based on Flat Rate plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is your proposal for cellular service based on Per Minute plan(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

### 2.14 Paging Services

SFO's current pager inventory consists of approximately 300 pagers. Pagers are essential in the contact of emergency responders such as SFPD-Airport Bureau, SF Fire Dept., Airfield Safety, Maintenance, Airport Duty Managers, ITT Voice/Data Specialist and Airport Senior Management. The Airport Telecommunications group is responsible for the distribution and support of pagers.

### 2.15 Paging Services Requirement

- A. Proposer shall provide to the Airport paging equipment and services necessary to meet its current and future paging needs.
- B. Proposer shall provide a cost effective paging solution to meet the Airport's current and future paging needs.
- C. Proposer shall provide the Airport with standard telephone-interconnect type paging service, whereby the caller dials a local number within the area code serving the Airport.
- D. Proposer shall furnish both the service and compatible pager units.



## SFO Airport Telecommunication Services RFP

- E. Contractor shall furnish cost-effective paging services geared for the crafts (i.e. plumbers, electricians, carpenters, etc.)

### 2.16 Paging Local Maintenance and Services

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.
3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.
6. Describe your billing increments.

### 2.17 Paging Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible

#### 1. Pager Types

This contract will supply both numeric and alphanumeric pagers, to be ordered at the discretion of the Airport.

All pagers shall be pocket sized and shall include a battery and a belt clip. The pager's antenna shall be enclosed within the body of the pager. The pager shall emit a "call received" alarm, either audible or vibrating. Alert signal by tone or vibration shall be selectable by the user.

Controls for the pager shall include power, reset, message scrolling, and tone/vibration mode selection. The reset control shall be a momentary switch and shall be used to silence the pager's audible tone whenever the pager has received a call. The functions listed above may be accommodated using multi-function controls.

#### A. Numeric Pagers

Most of the pagers the Airport will use will be numeric. Thus, for the purposes of bid selection the Airport shall more closely evaluate the Proposer's ability to provide numeric pagers.

## SFO Airport Telecommunication Services RFP

Once paged, numeric pagers shall display the received numeric information on the pager's liquid crystal display (LCD). A numeric pager shall have a minimum display capacity of 20 characters. The pager shall provide a minimum of 16 memory locations for message storage.

### B. Alphanumeric Pagers

Once paged, alphanumeric pagers shall display the received alphanumeric information on the pager's liquid crystal display (LCD). The pager shall have a minimum display capacity of 20 alphanumeric characters and the ability to receive, store, and display (through scrolling, if necessary) a text message of up to 250 ASCII characters. The pager shall provide a minimum of 16 memory locations for message storage.

2. Describe in detail any future enhancements planned for your paging network, or overall paging functionality. If any changes are planned, will they be part of this Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

### 2.18 Paging General Requirements

1. Describe any future price reductions during the term of this agreement.
2. At the request of the Airport, Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.19 Paging Service Costs

Current Service Expenditure = \$40,000.00 per FY

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges

### 2.20 High Availability Satellite Services for WAN Access

### 2.21 High Availability Satellite Requirement

The Proposer will provide to SFO a fully managed, "bandwidth on demand" Satellite network in the event a catastrophic failure compromises the SFO voice and data network. The managed network will support variable bandwidth needs, along with the flexibility of usage based pricing. The fully automated system will reserve bandwidth to support applications such as voice, video, and data that are used in airport operations.

### 2.22 High Availability Satellite Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the Account Manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the Service Contact in the San Francisco area? Provide the person's business phone number and address.

## SFO Airport Telecommunication Services RFP

3. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
5. Describe the content, formats and electronic media of all required reports and bills.

### 2.23 High Availability Satellite Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. How much "on-demand" satellite bandwidth is being proposed as part of this agreement.?
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted, provide a detailed description of the contractor's capabilities.
6. Will your system/service interface with the digital interface cards for the Avaya PBX without any additional cost? If not, state what equipment will be necessary and all associated cost.
7. How are you connected to the Local Exchange Carrier (LEC)?
8. If a disaster were to occur on or near SFO that compromised terrestrial voice and data network connectivity, what assurances has the Proposer included in their proposal that guarantees the bandwidth that will be necessary to resume voice and data operations at SFO?
9. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
10. Describe in detail what environmental conditions might affect satellite functionality (i.e. cloud cover, rain, smoke). If affected, what service level that can be expected from the satellite?

### 2.24 High Availability WAN Satellite General Requirements

In the event of a catastrophic event to our serving central office (San Bruno today, with the anticipated addition of a second serving central office, Colma, by 1Q2008) becomes unavailable, the Airport desires to have a satellite connection to quickly re-establish connections to wide area facilities (Internet, PSTN and WAN data).

1. Describe any future price reductions during the term of this agreement.

## SFO Airport Telecommunication Services RFP

2. At the request of the Airport, the Proposer will provide audit services to address all billing discrepancies.
3. What is included in your billing/documentation that you will make available to SFO each month?

### 2.25 High Availability Satellite Service Costs

1. Describe in detail the pricing plan(s) that would be made available to SFO. Include any taxes, and any other applicable charges.

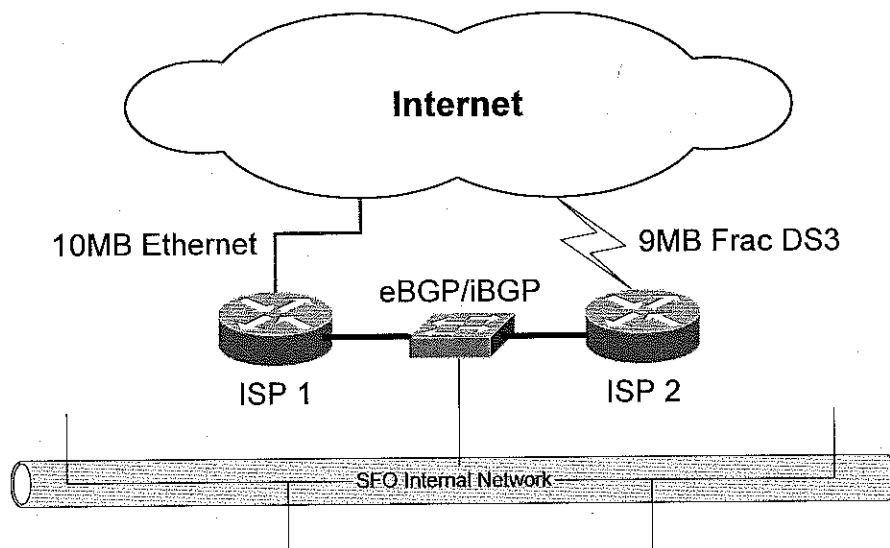
### 2.26 Internet Services Provider (ISP)

The Airport utilizes two Tier 1 ISPs and run the BGP protocol to provide carrier redundancy. Currently, two Cisco Routers are used to peer with each ISP at connection speeds of 9MB Fractional DS3 and 10MB Optical Ethernet and is receiving partial routes distribution from both upstream providers. The Airport owns its own ARIN-assigned public routable IP Space and is advertising it over both providers.

### 2.27 Internet Services Provider Requirement

Proposer shall provide the Airport with the following Internet Services:

- A. Internet connectivity utilizing traditional modem dial-up, DSL, and Cable Modem Broadband service to dedicated T1/T3, OC-12, OC-48, Satellite Access and above
- B. Web Hosting, eCommerce, Collocation Services, and Web Site Disaster Recovery capabilities
- C. Email/Webmail, SPAM Filtering, Intrusion Prevention Services, FTP, and other standard and advanced Internet Tools
- D. Ability to offer Wireless ISP Services (WISP)



### 2.28 Internet Services Provider Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

## SFO Airport Telecommunication Services RFP

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.
8. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to Internet Services for SFO and its Tenants.

### 2.29 Internet Services Provider Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture.
3. What additional or enhanced services do you provide which have not been described in this RFP?

### 2.30 Internet Services Provider General Requirements

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_ No \_\_\_

If no, why? \_\_\_\_\_

### 2.31 Internet Services Provider Service Costs

## SFO Airport Telecommunication Services RFP

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.32 Network Security Services

The Airport utilizes a variety of vendors and tools throughout the Enterprise that makeup the overall security posture. These are some of the security solutions that are implemented at SFO.

- A. Cisco IDS/IPS Appliances (4215, 4235)
- B. Cisco Security Agent (Host Based)
- C. Cisco Access Control Server Appliance
- D. Symantec Anti-Virus
- E. Microsoft WSUS for Patch Management
- F. Brightmail & Ironport for Anti-Spam

### 2.33 Network Security Services Requirement

Proposer shall provide SFO with the following Network Security Services:

- A. Network based IDS/IPS Design, Installation, Maintenance, and Training
- B. Host Based IDS/IPS Design, Installation, Maintenance, and Training
- C. Security threat mitigation and preparedness
- D. Security Audits; Internal and External Assessments
- E. Patch Management, Change Control, Process Control
- F. IT Security Consulting Services at various levels
- G. Various Security Reports such as Internet Security, Vulnerability Assessment, and Customized Reports

### 2.34 Network Security Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. What steps will be taken during installation to ensure a smooth transition to your service?
5. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.35 Network Security Technical Capabilities

## SFO Airport Telecommunication Services RFP

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your experience in Network Security citing specific examples.
3. Provide a list of past customers that can provide references.
4. What additional or enhanced services do you provide which have not been described in this RFP?
5. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.36 Network Security General Requirements

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

### 2.37 Network Security Service Costs

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.38 Telecommunication Consulting / Professional Services

Requirements: Proposer shall provide the following consulting services:

- A. Ability to provide professional services on an as needed basis. Professional service(s) is defined as occasional technical functions, and consulting services performed by independent contractors and consultants whose occupation is the rendering of such services
- B. Professional Consulting Services in guided wire, wireless, voice, video, data, and VoIP Technologies and Services
- C. Aside from Professional Services, must have the ability to provide product, whether it be hardware and/or software for a particular solution
- D. Ability to provide seasoned subject matter experts on various IT Disciplines and the needed Training required to maintain and support any relevant Technologies Implemented

### 2.39 Telecommunication Consulting / Professional Services Local Maintenance and Service

## SFO Airport Telecommunication Services RFP

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?

Who is the service contact in the San Francisco area? Provide the person's business phone number and address?

### **2.40 Telecommunication Consulting / Professional Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Describe in detail your experience in this area citing specific examples.
2. Provide a list of past customers that can provide references.
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. What additional or enhanced services do you provide which have not been described in this RFP?

### **2.41 Telecommunication Consulting / Professional Services General Requirements**

1. Describe any future price reductions during the term of this agreement.

### **2.42 Telecommunication Consulting / Professional Services Service Costs**

1. Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### **2.43 Wireless Services**

Wireless Services will be defined as movement of information through unguided, licensed or unlicensed frequencies.

### **2.44 Wireless Services Requirement**

Please describe your product/service offerings in the following areas:

- A. RF Based 802.11 Standard Network Technologies (Wi-Fi)
- B. RF Based 802.16 Standard Network Technologies (WiMax)
- C. Digital Radio Technology used for Public & Life Safety
- D. GPS aspects of any of your product services
- E. RFID Technology Services



## SFO Airport Telecommunication Services RFP

- F. Infrared Services (only if airport customer references of an existing implementation can be provided)
- G. Microwave Services (only if airport customer references of an existing implementation can be provided)
- H. Distributed Antennae System - DAS (Design, Implementation, Operation Management)
- I. Complete Wireless Technology Deployment which includes Project Management, Design, Installation, Maintenance, and Training
- J. Ability to provide Wireless RF Spectrum Surveys and Audits as well as detailed coverage maps and various reports on an ongoing and reoccurring basis
- K. Ability to provide and implement the latest Security features in Wireless Technology
- L. Ability to Manage, Support and proactively monitor a Wireless System for break-fix situations, configuration, billing, and/or performance improvements
- M. Ability to operate within 802.11 Wi-Fi FAT or THIN AP Architectures, and protect investments by insuring appropriate upgrade capabilities to supported hardware or software

### 2.45 Wireless Local Maintenance and Service

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address?
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address?
3. What steps will be taken during installation to ensure a smooth transition to your service?
4. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted provide a detailed description of the contractors capabilities.

### 2.46 Wireless Technical Capabilities

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. Clearly define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
4. Provide a list of past customers that can provide references.
5. What additional or enhanced services do you provide which have not been described in this RFP?

## SFO Airport Telecommunication Services RFP

### 2.47 Wireless General Requirements

1. Describe any future price reductions during the term of this agreement.
2. Proposer must include all documents required for signature including letters of agency, surcharge exemption requests, etc for The Airport and its tenants. Has Proposer included all documents with your response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, why? \_\_\_\_\_

### 2.48 Wireless Service Costs

Describe in detail the pricing that would be made available to SFO. Include any taxes, and any other applicable charges.

### 2.49 MPOE / WAN Services

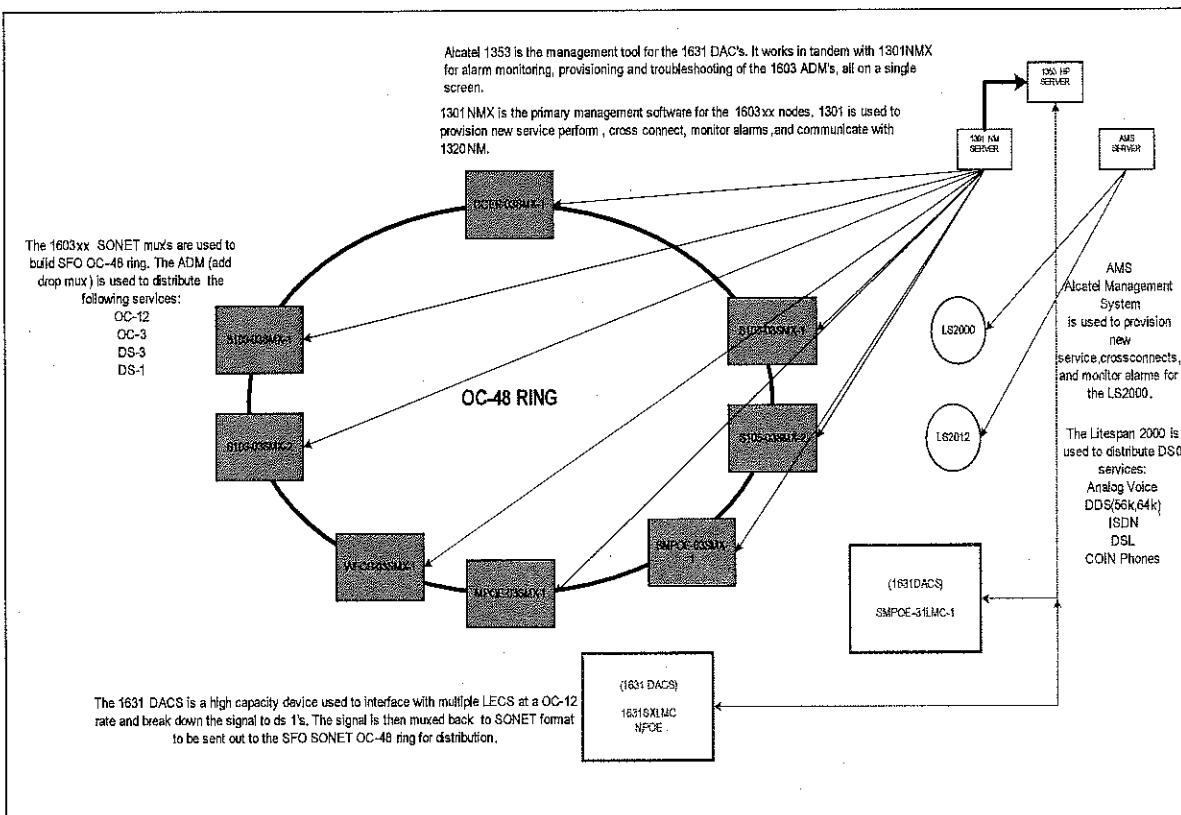
The Telecommunication infrastructure is a critical component of the Airport's operation that needs to be fully redundant and fault tolerant. By having two physically separate MPOE and two separate service providers present in each location, the Airport safeguards itself from any possible disasters such as fires, earthquakes, terrorist attacks, and/or plane crashes.

San Francisco International Airport has two main points of entry (MPOE) where telecommunication service providers deliver and terminate their circuits. This is the demarcation point where SFO can accept telecommunication services and control access into the Airport. The two locations, which are NMPOE and SMPOE, provide redundancy by eliminating a facility from being a single point of failure. In addition, SFO utilizes two different service providers, AT&T and Legacy ATT/LNS, which provide an extra level of redundancy and fault tolerance.

Currently, both AT&T and ATT/LNS have an OC-12 Ring that terminates into NMPOE. SFO utilizes that bandwidth to provide Telco services to the Airlines, Tenants, Commission, and Concessions over the Airport's OC-48 SONET Ring. These services consist of OC-12, OC-3, DS3, DS1, and DS0, which include POTS and Coin Phones. AT&T is currently has second OC-12 into SMPOE, which will provide SFO an even higher level of redundancy by having AT&T presence in two different MPOEs. Should one MPOE ever become inoperable, SFO can continue to provide service through the alternate location. By having the redundancy at the MPOE Level, SFO recovery time goes from weeks and/or months, to just a few hours.

The SONET Network is comprised of Alcatel Add Drop Multiplexers (ADM) and Digital Loop Carriers (DLC) installed as transport network elements on an intra-campus OC-48 SONET Ring. The SONET Ring transports AT&T and Legacy ATT/LNS service to multiple SONET nodes in the Airport campus. The SONET Ring is set up in a UPSR configuration to provide path redundancy in the event of a fiber cable failure. The OC-48 Ring is currently using only half the bandwidth capacity to transport TDM service to the San Francisco Airport. The SONET infrastructure is reliable, stable and does not approach the OC48 bandwidth capacity in its current configuration.

## SFO Airport Telecommunication Services RFP



### 2.50 MPOE / WAN Services Requirements

Proposer shall provide SFO with Wide Area Network Services that include but are not limited to connecting to remote locations, the Internet, or any other network that will require a WAN facility. The WAN Technology must have the capability to use various protocols such as Frame-Relay, ATM, MPLS, etc. The Proposer will also need to provide 24 x 7 monitoring service between SFO and the LEC. Proposer will also have the capability to Engineer, Furnish and Install(EF&I) SONET as well as Optical Equipment, including Fiber Optic and Copper feeder cables. Proposer shall provide the following WAN services:

- Install, provide and maintain Wide Area Services to the Airport Commission Telecommunications System.
- The required services to be provided to SFO are to include, at the minimum, but not exclusive to:
  - A. OC-xxx SONET Services
  - B. OC-48 SONET Service
  - C. OC-12 SONET Service
  - D. OC-3 SONET Service
  - E. DS3 service
  - F. DS1 service
  - G. DS0 service
  - H. Optical MAN Service
  - I. Standard WAN Service

It is assumed that any other vendor provided services, not listed, is also included.

SFO Airport Telecommunication Services RFP

**2.51 MPOE / WAN Services Local Maintenance and Service**

Maintenance and service includes the Proposer's ability to effectively maintain all services provided both under normal conditions and during emergency disaster situations.

1. Who is the manager in the San Francisco area? Provide the person's business phone number and address.
2. Who is the service contact in the San Francisco area? Provide the person's business phone number and address.
3. What is the maximum time to provide interim service if an equipment/network outage is experienced?
4. Describe the availability of maintenance personnel twenty-four (24) hours a day, three hundred sixty-five (365) days per year?
5. From the time of notice that an outage exists, do you guarantee that response time to begin repairs will not exceed two (2) hours from time of notice? Yes \_\_\_ No \_\_\_
6. What steps will be taken during installation to ensure a smooth transition to your service, include number portability, cutover, etc.?
7. What are the overall maintenance and staffing levels in the San Francisco area? Is maintenance performed by your employees or contracted? If contracted, provide a detailed description of the contractor's capabilities.
8. Describe the content, formats and electronic media of all required reports and bills.
9. Is your proposal for local service based on flat rate charges? Yes \_\_\_ No \_\_\_
10. Is your proposal for local service based on measured service? Yes \_\_\_ No \_\_\_
11. If a disaster were to occur on or near SFO, what services or assurances has the Proposer included in your proposal to prioritize access to dial tone for SFO and its Tenants.

**2.52 MPOE / WAN Services Technical Capabilities**

This section of the response will reflect the grade of service and equipment offered by the Proposer. It will also reflect the Proposer's reliability, ability to meet proposal specifications and the Proposer's willingness to supply the most efficient and effective system possible.

1. define and describe contingency, disaster and recovery procedures and arrangements. Include detailed service/support and technical specifications.
2. Describe in detail your network architecture
3. Describe in detail your WAN network. Will this network be made available to SFO as part of this agreement? Yes \_\_\_ No \_\_\_
4. What additional or enhanced services do you provide which have not been described in this RFP?

SFO Airport Telecommunication Services RFP

5. How are you connected to the Local Exchange Carrier (LEC)?
6. Who is handling the Operating Support Systems (OSS) such as Repair, Billing and Dispatch Services? Where are these located? What are the staffing levels by hours of operation? If the described services are subcontracted, please provide detail about the subcontractor.
7. Describe in detail your WAN Network. Also, provide a network map of the WAN Network.
8. Describe any outside plant cable & Fiber Optic Network, including inventory management, discovery, or audit services you provide. How would such services be billed?
9. Describe any outside plant cable installation services you provide. Service should include, but not excluded to, trenching, conduit installation and cable termination. How would such services be billed?
10. Will this service be contracted? If contracted provide a detailed description of the contractors capabilities.
11. What additional or enhanced services do you provide which have not been described in this RFP?
12. Describe any additional features that would be made available to SFO.

**2.53 MPOE / WAN Services Costs**

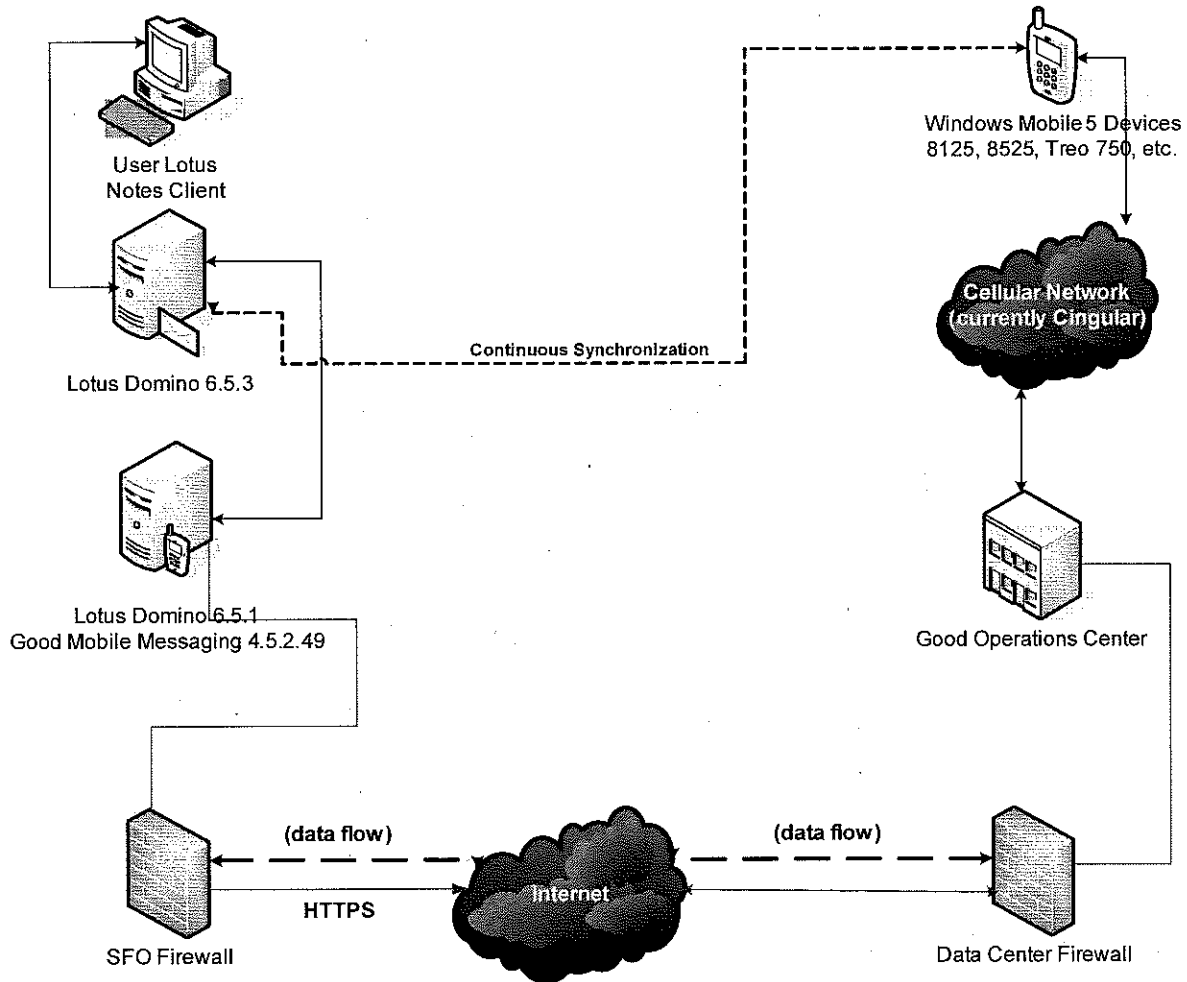
Pricing scheduled requested below must be completed in its entirety in order for SFO to accurately evaluate the services offered. All pricing shall be valid throughout the term of the Agreement. Service information should include the composite cost per minute for each type of service. Specify all fixed costs and fees (one time and recurring).

1. What is your complete cost, including taxes the following basic services:

<u>Installed Monthly Service</u>	<u>PRICE</u>
A. OC-192	_____
B. OC-48	_____
C. 10 mbps Optical MAN Service	_____
D. OC-3	_____
E. DS3	_____
F. DS1	_____
G. DDS 56K	_____
H. DDS9.6K	_____
I. ISDN	_____
J. RADIO Circuit	_____
K. Universal 4Wire Circuit	_____
L. Universal 2Wire Service	_____
M. POTS	_____

**2.54 Mobility**

SFO currently uses IBM Lotus Notes to provide email, calendaring, and application services to approximately 1600 customers. Mobile messaging is provided by Good Technology to approximately 30 customers. The Good Messaging Server software provides automatic synchronization of email, calendar, contacts, journal entries, and to-do entries between the customer's Lotus Notes account and handheld device. The Good Messaging server monitors the customer's mail database and forwards all account activity to the customer's handheld via the Operations Center and wireless network. SFO currently supports Windows Mobile devices provided by Cingular.



The Proposer shall be responsible for providing the ability for a customer to connect to SFO resources using current and future Wireless Technologies. While the current standard is Windows Mobile 5 (WM5), the proposer must have the ability to support others platforms. Such technologies are required to, but not limited to, synchronize SFO's messaging with Smart Phones, PDA's, cell phones, and wireless laptops, and provide wireless access to Airport data and applications. The solution chosen must meet SFO's need for highly available and easily manageable with end to end security. The Proposer must:

1. Describe how it will support and maintain SFO's current mobility environment.

## SFO Airport Telecommunication Services RFP

2. Describe what future enhancements and technologies SFO might be able to take advantage of.
3. Describe how it plans to meet SFO's requirements for high available and secure.

The Proposer shall be responsible for providing the ability to connect to Airport resources using current and future Wireless Technologies. Such technologies are required to, but not limited to, synchronizing the Airport's messaging with Smart Phones, PDA's, cellular phones, and wireless laptops, and providing wireless access to Airport data and applications. The solution chosen must meet the Airport's standard for highly availability and security.

### 2.55 Media Content (aka CATV)

The Airport wishes to enable broader distribution of media content to Airport tenants (airlines, concessionaires, Federal agencies, etc.) and to the individual traveling passenger. To do so, media content (also known as CATV) needs to be distributed over the IP network in addition to the traditional coaxial cable. The IP (internet protocol of TCP/IP) will be media independent (including but not limited to fiber, copper and wireless (802.11, cellular, etc. technologies).

It is not expected that the content will be distributed for free/at no cost. However, it is required that the successful proposal enable content to be carried over an IP infrastructure of any type with associated fees that reasonable and within the charges appropriate for the local market. This distribution will be to Commission staff, Airport tenants, traveling passengers and the general public. Further, it is expected that the successful bidder be aggressive their ability to be innovative and work with the Airport's ITT organization and other 3<sup>rd</sup> party vendors to monetize media content within the Airport campus.

1. Describe your current content offerings
  - a. Video
    - i. TV
    - ii. Movies
  - b. Music
  - c. Games
  - d. Other
2. Are they being distributed now over an TCP/IP infrastructure? If so, please briefly describe how, where and the rate structure.
3. What DRM or equivalent technology are you using to ensure payment for content delivered?

### 2.56 Provisioning Reporting System Replacement Project

The Airport's ITT organization "home brewed" an ad hoc system seven years ago to deal with the advent of becoming a service provider to our tenants. SFO ITT provides Internet access, phone service, conference calling services and a number of other items to our tenants. To manage this a number of discrete databases and systems have been devised that now need to be integrated into a more coherent and streamlined system. The successful bidder, working with Airport ITT, will be able to provide a turn-key solution to replace the existing environment that supports the tracking and provisioning of network services to Commission tenants and the traveling public. This is a requirement of the RFP.

There are four Main components of the existing provisioning system:

#### 1. Cable Management System (CMS)

Cable Management System (CMS) is a system, which is used to document the copper and fiber cable infrastructure on the Airport campus.

## SFO Airport Telecommunication Services RFP

Every cable is assigned a unique designator. This name identifies the Media (Fiber or Copper), Cable Size, Type of Fiber, Source Room, Destination Room and Cable Number. All Special System Rooms (SSR), Tenant Wiring Closets (TWC) and Manholes (MH) are also given a unique designator. This information is stored in CMS, and all changes are entered manually.

The following information is recorded in CMS:

- Circuit ID
- Outlet (Station #)
- Port (Litespan, Definity or Cisco Switch),
- Extension
- Effective Date
- Assigned To
- Cable and Pairs used (Fiber or Copper)
- Comments

CMS also generates a Cable-Master Assignment Route Report. This report is given to the ITT technicians and used as a route map to extend service tenants over the Airport infrastructure. The information stored in CMS also serves as a rudimentary bandwidth manager for the fiber and copper infrastructure. Queries can be run on SSR's and TWC's, to determine what cables are terminated in them, what pairs are assigned, and to whom they are assigned, and to determine how many pairs are still available. The cable information can be displayed in a text, or VISIO-like format.

### 2. Shared Tenant Services (STS), Lines and Circuit Database (aka Paradox)

Paradox Database Version 9 is used by ITT Telecom to keep track of all Commission Lines and Circuits (T1's, DS1, etc). Paradox also documents all STS (Shared Tenant Service) lines, PIA (Private Internet Access) and LRE (Long Reach Ethernet) circuits. It is used to store all cross-connect points for lines and circuits.

As part of the installation process, the field technician documents all pertinent information regarding a circuit. The circuit information is then entered into the Paradox Database when the service ticket is closed out at the end of the day.

The following circuit information is recorded in Paradox.

- Circuit Number
- Department
- Building
- Floor
- Last Name
- First Name
- Location
- Location Code – could eliminate this field
- Main Billing Number
- BAN #
- Hardware (type of set or jack, etc)



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- Port
- Cable
- Pair

Reports and Queries can be taken from the following fields:

- Department Table
- Line Inventory Report
- Line Query Form

3. PROS – (Project Reporting Operating System)

SFO PROS is a SFO ITT application. This system is used to identify SFO ITT services provided to commission and tenant entities within San Francisco International Airport. These services included all ACIC (Airport Communication Infrastructure Charge) and STS (Shared Tenant Services) offerings including CCTV, CATV, MUSE equipment, telephony, and data circuits. The LOTUS Notes ACIC billing system queries PROS monthly for active service inventory in order to construct the ACIC billing for tenants that provides ITT revenue.

The PROS system generates the SFO circuit number that is used to identify the infrastructure within SFO. It is also used to store start and end points of these circuits as a back-up to CMS and Paradox. SONET circuit information, IP addressing, and PBX port numbers are also kept in PROS. PROS is used consistently to provide ACIC bill details to tenants at their request. ITS Remedy ticket numbers that hold historical information on each installation are also retained within PROS as is general tenant contact and billing information.

4. Bandwidth Management Tools

**SONET OC-48 Map**

The SONET OC48 spreadsheet is used to track each DS1 that passes thru the Airports private OC-48 SONET Ring. The spreadsheet documents all the digital cross connects provisioned on the SONET equipment that were necessary to extend the service. This is similar to A-Z tracking.

**Global Cross Connection Map**

The Global Cross Connection spreadsheet provides circuit documentation to track sub-rate services (POTS, ISDN, 56k) through multiple SONET equipment. The Global map differs from the OC-48 Map, because it must provide a greater amount of detail as each DS1 is channelized in order to carry service.

The following table outlines the major specifications of each of these four components.

Component	1 Cable Management System (CMS)	2 STS, Lines and Circuits (Paradox)	3 Project Reporting Operating System (PROS)	4 Bandwidth Management Tools
Vendor	Veramark	Corel	Microsoft	Microsoft

SFO Airport Telecommunication Services RFP

<b>Platform</b>	WinNT	Win2K	WinNT	Excel
<b>Version</b>	8.0.1	9.0	MS Access 3.05XP	2003
<b>Clients</b>	5	5	15	20
<b>Database Size</b>	4GB	2MB	30MB	4MB
<b>Records</b>	6,000	7,000	6,000	8,000

1. Please describe your approach to providing a replacement for this existing ad hoc provisioning system at SFO.
2. Please describe what inherent expertise you have as a vendor that makes your proposal to this specific problem superior to any other.
3. Please describe the business model on which the solution will be based and purchased by SFO.

**2.57 Telecommuting –Disaster Service Worker Support**

The Airport has a number of employees that require remote access on an occasional and regular basis. In addition, during a prolonged emergency (Bird Flu Pandemic), all employees can be designated by the Mayor of San Francisco as Disaster Service Workers (DSW). To support the economical use of telecommuting for Airport employees, please provide your discounted high speed (at a minimum DSL or higher) access rates for use by Airport-designated employees for “*airport business only*” use. This list is not expected to exceed 300 Airport employees during the term of the contract.

Please describe the offering and discount proposed:

Offering	Bandwidth Description	Street Price	Discount to SFO
1.			
2.			

**2.58 Future Services**

Telecommunications is a highly dynamic industry. Products and services come and go quickly. The Airport anticipates that services will become available after any contract is negotiated because of this RFP. As a result, the winning bidder will contractually be obligated to provide new, as-yet unnamed products and services to the Airport for a mutually agreed to price. To assist in the analysis of future services, the Proposer may use this section to describe their product roadmap(s) for future products and services. Should a non-disclosure form be required, please see the Appendix of this RFP.

**3. SUBMISSION REQUIREMENTS**

**A. Time and Place for Submission of Proposals**

Proposals must be **received by 5:30 PM, on August 27, 2007**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or sent via US Mail to the following address:

By express service or hand delivered to:

John Payne  
 Information Technology & Telecommunications  
 Terminal 2, Room 355 (3<sup>rd</sup> Floor)

SFO Airport Telecommunication Services RFP

San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

Or, by **US Mail** to:

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
PO Box 8097  
San Francisco, CA 94128

Proposers shall submit one (1) compact disk (CD) with index containing the proposal, one (1) original and four (4) hard copies of the proposal clearly marked "**Telecommunication Services**" to the above location.

Submit one (1) copy of the required HRC forms with your proposal. Please submit the forms in a separate, sealed envelope addressed to:

Preston Tom  
Human Rights Commission  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128  
650-821-7796

Proposals that are submitted by fax or electronic mail will not be accepted. Late submissions will not be considered.

**B. Format and Content of Proposals / Responses**

Firms interested in responding to this RFP must submit the following information, in the order specified below. Proposals that do not follow the specified format outlined below or which fail to include all required documentation, may be deemed non-responsive and may result in rejection of the proposal. While, a Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, the Proposer may subcontract up to only sixty percent (60%) of the Telecommunication Services. If the Proposer is not using his or her own employees to deliver a service or product, this must be identified in the response. All sub-contractors must be identified with the service / product they are delivering.

**1. Introduction and Executive Summary (up to 3 pages)**

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

**2. Proposed Services (up to 10 pages)**

The Proposer must provide a detailed description of the proposed services.

- a. Overall scope of services;

## SFO Airport Telecommunication Services RFP

- b. Training plan if necessary (if possible, Proposer should include an electronic sample of their training materials on the submittal CD)

### 3. Questions & Answers

- a. Cut and Paste the Questions and Format from Section 2 (Scope of Work). Be concise and to the point.

### 4. Firm Qualifications (up to 7 pages)

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

- a. Name, address, and telephone number of Proposer's primary RFP contact person;
- b. A brief description of Proposer's company, as well as how any joint venture or association would be structured; and
- c. A description of not more than four customers similar in size, and type, including, but not limited to airports, municipalities serviced by your firm. Include client name, reference and telephone numbers. Descriptions should be limited to one page for each project. If joint consultants or subcontractors are proposed, provide the above information for each.

### 5. References (up to 4 pages)

Provide a minimum of (3) references for the Proposer, lead project manager, and all subcontractors, including the name, address and telephone number of three or more recent clients (preferably other airports similar in size). Provide a minimum of (3) reference of completed projects, similar to the Scope of Work; including adherence to schedules, deadlines and budgets.

### Attachment A – System Reports (up to “as needed” pages)

The Proposer is to provide on CD a list of all standard system reports along with a brief description of each and is to provide selected generic examples of both detail and summary level reports of categories listed in the Scope of Work section. In addition, the Proposer should provide documentation (Database Model, File Layout, WSDL, etc.) of the system's business data and upon implementation, provide a mechanism for SFO ITT to extract or export the key business data out of the system, to enable future report generation needs of the commission. The default reports that come with the system do not replace this requirement.

Any changes to the report formats cannot occur without 60 days prior written notification to the Airport.

## 4. Evaluation and Selection Criteria

### A. Minimum Qualifications

## SFO Airport Telecommunication Services RFP

Proposers must have a minimum of five (5) years recent experience delivering Telecommunication Services similar to those described within the Scope of Work. Sub-contractors must have a minimum of three (3) years recent experience delivering the Telecommunication Service similar to those described within the Scope of Work. A Proposer can submit as a prime with one or more subcontractors to fulfill the RFP requirements, but the Proposer may only subcontract up to sixty percent (60%) of the Telecommunication Services.

Proposers may be newly formed entities (e.g. limited liability companies, joint ventures, corporations) provided that the Airport is satisfied that the Proposer is qualified such that the corporation or other legal entity that is the Proposer of its managing members (e.g. LLC members, joint venture partners, corporation shareholders) meet the qualifications stated above.

Any proposal that does not demonstrate that the Proposer meets this minimum requirement by the proposal submittal deadline will be considered non-responsive and will not be considered for evaluation by the selection committee.

### **B. Evaluation and Selection Criteria**

The proposals will be evaluated by a selection committee comprised of SFO employees with expertise in telecommunications and information technology (Selection Panel). The Airport intends to evaluate the proposals in accordance with the criteria itemized below. Up to three (3) of the Proposers receiving the highest scores from the Selection Panel may be invited to an oral interview. The Airport retains the absolute discretion in deciding whether or not to conduct an oral interview. The Selection Panel will recommend to the Airport Commission the Proposer receiving the highest overall score and determined to be the highest responsive and responsible Proposer.

#### **1. Service Delivery, Support and Cost (60 points)**

- a. Understanding of the Scope Of Work, and the tasks contained therein;
- b. Technical capability to deliver services as described in Scope of Work;
- c. Local Maintenance and Support of services as described in Scope Of Work;
- d. Service Costs of services as described in Scope of Work.

#### **2. Experience and Qualifications of Proposer (30 points)**

- a. Expertise of the Proposer and subcontractors in the fields necessary to provide the services;
- b. Quality of completed projects;
- c. Experience with similar projects;
- d. Professional qualifications and education;
- e. Workload, staff assignment, availability and accessibility.

#### **3. References (10 points)**

- a. Results of reference checks.

## SFO Airport Telecommunication Services RFP

### 4. Oral Interview (25 points)

Following the evaluation of the written proposals, up to three (3) Proposers receiving the highest scores may be invited to describe and demonstrate its Telecommunication Services. The interview will consist of standard questions asked of each of the three (3) Proposers.

## 5. RFP PROCESS

### A. Pre-Proposal Conference

Proposers are encouraged to attend, in person, a pre-proposal conference on **June 20, 2007 at 2:30PM**, to be held at **San Francisco International Airport, Terminal 2, 4<sup>th</sup> Floor Conference Room**. **Teleconference services will not be provided.** All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section 6.B.

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the Airport. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **August 22, 2007**.

### B. Schedule

The anticipated schedule for selecting the Proposer is shown below:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	June 8, 2007
Pre-proposal conference	June 20, 2007
Proposals submittal deadline	August 27, 2007
Presentations by Proposers selected for demonstrations	(TBD, At the Airport's Option)
SFO Selection	Week of September 24, 2007

### C. Contract Term

The term of the anticipated agreement will be five (5) years. The Commission will have two options to extend the term by one year, exercisable by the Commission in its sole and absolute discretion.

### D. Contract Award

## SFO Airport Telecommunication Services RFP

The Commission will select a Proposer with whom Commission staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Commission, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

Other departments of the City and County of San Francisco may utilize the results of this RFP to make awards, subject to available funding, for similar projects, for a period not to exceed five years from the certification date of the first contract resulting from the RFP.

### **6. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

#### **A. Errors and Omissions in RFP**

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

#### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP, notice of errors or omissions, objections to RFP terms, and all notifications of an intent to request written modification or clarification of the RFP, must be directed via email to:

[TELECOM.RFP@flysfso.com](mailto:TELECOM.RFP@flysfso.com)

The Airport will provide a best effort to post all answers and responses on the Web Site within three (3) business days.

#### **C. Objections to RFP Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Airport Commission setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Addenda to RFP**

The Commission may modify the RFP, before the proposal submittal deadline, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each Proposer listed with the Commission as having received a copy of the RFP for proposal purposes. The Commission will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Commission prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Commission before submitting its proposal to determine if the Proposer has received all addenda.

## SFO Airport Telecommunication Services RFP

### **E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the submittal deadline and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **F. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the proposals submittal. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the submittal deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the submittal deadline for any Proposer.

At any time during the proposal evaluation process, the Commission may require a Proposer to provide oral or written clarification of its proposal. The Commission reserves the right to make an award without further clarifications of proposals received.

### **G. Errors and Omissions in Proposal**

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

### **H. Financial Responsibility**

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

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

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

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

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



## SFO Airport Telecommunication Services RFP

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

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

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

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

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

### **J. Sunshine Ordinance**

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

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

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

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

## SFO Airport Telecommunication Services RFP

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to proposals submittal deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

### **M. No Waiver**

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

### **N. Local Disadvantaged Business Enterprise Goals**

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") shall apply to this RFP.

1. Chapter 14B. Requirements
  - a. **LBE Subconsultant Participation Goals - Not Applicable – waiver granted by HRC Director**
  - b. **LBE Participation and Rating Discounts**

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

SFO Airport Telecommunication Services RFP

**c. HRC Forms to be Submitted with Proposal**

- (1) All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: , 1) HRC Non-Discrimination Affidavit, Form 3; 2) HRC Joint Venture Form 4 (if applicable), and 3) HRC Employment Form 5. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- (2) Please submit only one copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms to the attention of:

San Francisco Human Rights Commission  
Preston Tom, Contract Compliance Officer

If you have any questions concerning the HRC Forms, you may call Preston Tom, the Human Rights Commission, Contract Compliance Officer for the Airport Commission at (650) 821-7796 or via email at [Preston.Tom@flysfso.com](mailto:Preston.Tom@flysfso.com).

**7. CONTRACT REQUIREMENTS**

**A. Standard Contract Provisions**

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

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance (§43.0 in the Agreement), the Health Care Accountability Ordinance (§44 in the Agreement), and the First Source Hiring Program (§45 in the Agreement), as set forth in paragraphs B, C and D below.

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

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires Proposers to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77 beginning January 1, 2005.

The MCO rate for non-profit corporations and government entities shall remain at \$9.00.

Additional information regarding the MCO is available on the web at <http://www.sfgov.org/oca/twlh.htm>.

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

## SFO Airport Telecommunication Services RFP

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

### **D. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, the successful Proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires Proposers to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Proposers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm).

### **E. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All Proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

### **F. Labor Peace/Card Check Rule**

Without limiting the generality of other provisions herein requiring Proposer to comply with all Airport Rules, Proposer shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Proposer shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Proposer shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Proposer is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Proposer shall provide notice to all registered labor organizations that Proposer is seeking to enter into such Subcontract; and (d) Proposer shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Proposer shall have violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him/her.

## **8. PROTEST PROCEDURES**

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

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest to City. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Contract Award**

Within five (5) business days of the City's issuance of a notice of intent to award the contract, any Proposer that has submitted a responsive proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before five (5) business day after the City's issuance of the notice of intent to award.

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

**C. Delivery of Protests**

All protests must be received by the deadlines set forth in this Section 8. If a protest is mailed, the protestor bears the risk of non-delivery within the time frames specified herein. Protests should be received in writing via US mail or 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:

By **express service**, or **hand delivered** to:

John Payne  
Information Technology & Telecommunications  
Terminal 2, Room 355 (3<sup>rd</sup> Floor)  
San Francisco International Airport  
San Francisco, CA 94128  
Ph: 650-821-4316  
Fax: 650-821-4329

Or, by **US Mail** to:

John Payne  
Information Technology & Telecommunications  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, CA 94128

SFO Airport Telecommunication Services RFP

**APPENDIX A  
HRC Forms**

Item	Form Name and Internet Location	Description	Return the Form to; For more information
I.	<p>Interim HRC Attachment 2 – Requirements for Professional Services Contracts</p> <p><i><a href="http://www.sfgov.org/site/uploadedfiles/sfhumanrights/dbe/HRC%20Attach%202%20AE%20PS%200107.doc">http://www.sfgov.org/site/uploadedfiles/sfhumanrights/dbe/HRC%20Attach%202%20AE%20PS%200107.doc</a></i></p>	<p>A. To be eligible for award of this contract, each Proposer must agree to comply with the following requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B (where applicable), and their implementing Rules and Regulations.</p> <p>B. Chapters 12B and 14B of the San Francisco Administrative Code and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any Proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing rules and regulations are available on the HRC website at <a href="http://www.sfhrc.org">www.sfhrc.org</a>.</p>	<p>Preston Tom Human Rights Commission San Francisco International Airport P.O. Box 8097 San Francisco, CA 94128 650-821-7796</p>

**APPENDIX B**  
**Standard Forms**

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a proposer, that proposer must file four standard City forms (items 1-4 on the chart). Because many proposers have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a proposer cannot get the documents off the Internet, the proposer should call (415) 554-6248 or e-mail Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing will fax, mail or e-mail them to the proposer.

If a proposer has already filled out items 1-3 (See note under item 3.) on the chart, **the proposer should not do so again unless the proposer's answers have changed.** The Proposer should make an affirmative statement that the Controller has all or part of the forms. To find out whether these forms have been submitted, the proposer should call Purchasing at (415) 554-6702.

If a proposer would like to apply to be certified as a disadvantaged business enterprise, it must submit item 5. To find out about item 5 and certification, the proposer should call Human Rights Commission at (415) 252-2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	Request for Taxpayer Identification Number and Certification  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">http://www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the proposer's taxpayer ID number on this form. If a proposer has already done business with the City, this form is not necessary because the City already has the number.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6702
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All proposers 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.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6718

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	HRC-12B-101	Proposers 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 proposer's answers on this form. <b>(Note: Contract-to-Contract Compliance status vendor must fill out this form each time contracting with the City.)</b>	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
4.	DBE Ordinance Compliance Declaration: <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a>	HRC Form 3	The City's Disadvantaged Business Enterprise Utilization Ordinance requires all proposers to sign this form, stating that they will abide by the Ordinance, Chapter 14A of the Administrative Code.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500
5.	Disadvantaged Business Enterprise Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">http://www.sfgov.org/oca/purchasing/forms.htm</a> - In Vendor Profile Application	Schedule D	Disadvantage businesses complete this form to be certified by HRC as DBEs. Certified DBEs receive a bid discount pursuant to Chapter 14A when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500

**Where the forms are on the Internet**

**Office of Contract Administration**

Homepage: <http://www.sfgov.org/oca/>

Purchasing forms: <http://www.sfgov.org/oca/purchasing/forms.htm>

**Human Rights Commission**

Search for HRC forms under HRC Homepage: [http://www.sfgov.org/site/sfhumanrights\\_index.as](http://www.sfgov.org/site/sfhumanrights_index.as)



**APPENDIX C**

**City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128**

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

**Contract No.**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007,, in the City and County of San Francisco, State of California, by and between: \_\_\_\_\_, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission".

**RECITALS**

WHEREAS, Commission wishes to [insert short description of services required]; and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, a Request for Proposal ("RFP") was issued on \_\_\_\_\_ and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Commission awarded this contract to Contractor on \_\_\_\_\_, pursuant to Resolution No. \_\_\_\_\_; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If

funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**2. Term of the Agreement**

Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

**3. Effective Date of Agreement**

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

**4. Services Contractor Agrees to Perform**

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

**5. Compensation**

Compensation shall be made in monthly payments on or before the \_\_\_\_\_ day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the \_\_\_\_\_ day of the immediately preceding month. In no event shall the amount of this Agreement exceed \_\_\_\_\_. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by \_\_\_\_\_ as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments. The Controller is not authorized to pay invoices submitted by Contractor before Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**6. Guaranteed Maximum Costs**

a. 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.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The 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.

**7. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

**8. 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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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.

**9. Taxes**

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

**(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;**

**(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.**

**(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.**

**(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.**

#### **10. Payment Does Not Imply Acceptance of Work**

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

#### **11. Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those

assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

## **12. Responsibility for Equipment**

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

## **13. Independent Contractor; Payment of Taxes and Other Expenses**

a. **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 Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's

total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

**14. Insurance. (Please note, the Airport will provide the Contractor with the types and amounts of insurance required. The following is only an example.)**

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 coverage's:

**(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident; and**

**(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and**

**(3) 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.**

**(4) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.**

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

**(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.**

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

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverage's or cancellation of coverage's for any reason. Notices shall be sent to the following address:

**[insert name, address and title of department contact person ]**

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

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

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

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

[If the Contractor is going to use a subcontractor to perform the job under the Agreement, include the following language (Subsection i) in the Agreement.]

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## **15. 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 Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if

the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

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

**16. 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 that City may have under applicable law.

**17. Liability of City**

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**18. Liquidated Damages**

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \_\_\_\_\_] per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by City.

**20. Default; Remedies**

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.



(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (E) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor 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 Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **20. Termination for Convenience**

a. 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.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a

result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.**
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.**
- (3) Terminating all existing orders and subcontracts.**
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.**
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.**
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.**
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.**

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.**
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.**
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.**
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or**

**credited to City, and any other appropriate credits to City against the cost of the services or other work.**

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

## **21. Rights and Duties Upon Termination or Expiration**

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

## **22. Conflict of Interest**

Through its execution of this Agreement, 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 Agreement.

**23. Proprietary or Confidential 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 City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**24. Notices to the Parties**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:           **[insert name or title of department contact person, name of department, mailing address, e-mail address and fax number]**

To Contractor: **[insert name of contractor, mailing address, e-mail address and fax number]**

Any notice of default must be sent by registered mail.

**26. Ownership of Results**

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**27. Works for Hire**

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its 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 three 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.

## **28. Subcontracting**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

## **29. Assignment**

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

## **30. Non-Waiver of Rights**

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

## **31. 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 EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (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 this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after 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 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 this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### **32. 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

1. 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 City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") 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 HRC 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 the HRC 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 HRC or the Controller upon request.

[If the contract will involve the use of subcontracts, include subparagraphs 2., 3. and 4.:]

## 2. Subcontracting Goals

Not Applicable – waiver granted by San Francisco Human Rights Commission (HRC) Director.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

## 3. Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

## 4. Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

**33. 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 Purchasing) 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) 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.

**34. MacBride Principles—Northern Ireland**

Pursuant to San Francisco Administrative Code §12F.5, 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. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**35. Tropical Hardwood and Virgin Redwood Ban**

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**36. 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 Agreement.

**37. Resource Conservation**

Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**38. 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 Agreement 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 Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**39. Sunshine Ordinance**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations 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 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.

#### **40. Public Access to Meetings and Records**

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

#### **41. 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

#### **42. Requiring Minimum Compensation for Covered Employees**

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

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 Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour beginning January 1, 2005 and for the remainder of the term of this

Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

b. 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.

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement 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 the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

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, including reports on subcontractors.

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 (5) 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 Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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 the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's

action was frivolous, vexatious or otherwise an act of bad faith.

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

#### **43. Requiring Health Benefits for Covered Employees**

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 by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). 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 benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) 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.5.1 and 12Q.5(f)(1-6). 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 noncompliance or anticipated noncompliance 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.
- 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 maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. 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.
- j. 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 ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. 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.

#### **44. First Source Hiring Program**

##### **a. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapter 83 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 Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**45. 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 Agreement. 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 Agreement, 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.

#### **46. 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.

#### **47. Food Service Waste Reduction**

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 the 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 Lease as though fully set forth. This provision is a material term of this Lease. By entering into this Lease, 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 (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

#### **48. 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. [Contractor shall cooperate with Department to submit to the Director of HRC any amendment,



modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

**49. Agreement Made in California; Venue**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**50. Construction**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**51. Entire Agreement**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

**52. 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 Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**53. Services Provided by Attorneys**

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**54. Severability**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement 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.

**55. Nondisclosure of Private Information**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private

Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

## **56. Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked,

etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

#### **57. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

#### **58. Labor Peace / Card Check Rule**

Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No.00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his/her designee, within thirty (30) days after the Labor Peace/Card Check Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Director or his/her designee ("registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor/Peace/Card Check Rule. If Airport Director determines that Contractor shall have violated the Labor/Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition exercising all other remedies available to him / her.

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

CITY  
AIRPORT COMMISSION  
CITY AND COUNTY OF  
SAN FRANCISCO

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

By: \_\_\_\_\_  
John L. Martin, Airport Director

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Attest:

\_\_\_\_\_  
Jean Caramatti, Secretary  
Airport Commission

\_\_\_\_\_  
Authorized Signature

Resolution No: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Adopted on: \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Company Name

Dennis J. Herrera  
City Attorney

**CITY VENDOR NUMBER**

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal Employer ID Number





NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (NDA) is entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Discloser") and the City and County of San Francisco, acting by and through its Airport Commission, a municipal corporation, a property owner with property located at the San Francisco International Airport ("Airport" or "Recipient").

The Parties agree as follows:

- 1. CONFIDENTIAL INFORMATION. The Parties plan to discuss and exchange certain confidential information regarding \_\_\_\_\_ (the "Subject"). To facilitate discussions, meetings and the conduct of business between the Parties with respect to the Subject, it may be necessary for [Company Name] to disclose to the Airport certain technical, proprietary, or confidential material or material subject to applicable laws regarding secrecy of communications or trade secrets. The Parties intend that the furnishing of Confidential Information to the Airport will not render such information subject to public disclosure.

The Confidential Information furnished by [Company Name] consists of the following:

[List documents, programs, software or other proprietary products or information that the Airport will not disclose. Note that confidential information CANNOT INCLUDE correspondence between the Airport and the vendor, any contract or written agreement with the vendor, or any bids, quotations or proposals from the vendor. Deliverables in the form of reports, specifications and designs may or may not qualify as confidential information. Consult with the City Attorney to determine the applicable scope of the nondisclosure commitment.]

- 2. TERM. The term of this NDA shall be from \_\_\_\_\_ to \_\_\_\_\_. This NDA shall apply to all Confidential Information relating to the Subject disclosed by [Company Name] to Recipient under this Agreement which is listed in Section 1 and designated as Confidential Information by Discloser, in writing, at the time it is furnished to Recipient. The duty to keep the Information confidential shall continue beyond the term of this Agreement. At the completion of the term of this Agreement, except as otherwise provided in this Agreement, all Confidential Information in tangible form shall be returned to [Company Name].
- 3. USE OF CONFIDENTIAL INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's





business discussions with Discloser and will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need

to know. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient takes reasonable steps to first give Discloser sufficient prior notice to contest such order.

4. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Airport with respect to information which (a) was in Airport's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed by Airport with Discloser's prior written approval or (f) is developed by Airport without reference to Confidential Information disclosed hereunder.
  
3. **ADDITIONAL TERMS.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.  
Recipient represents and warrants it has the requisite power and authority to enter into this Agreement.  
This Agreement shall benefit and be binding upon the Parties hereto and their respective subsidiaries, affiliates, successors and assigns.  
This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.
  
6. **COMPLIANCE WITH PUBLIC DISCLOSURE LAWS.** Notwithstanding anything to the contrary herein, if and to the extent any Confidential Information may be subject to disclosure by Recipient pursuant to federal, state, or local law, including the California Public Records Act or the San Francisco Sunshine Ordinance, or a court order, Recipient may disclose such Confidential Information to the extent required thereby, and such disclosure shall not be deemed a violation of this Agreement. In the event Recipient receives a request or court order covering the Confidential Information, Recipient shall give five (5) days notice to Discloser prior to disclosing such Confidential Information where possible and will make reasonable efforts to notify Discloser in advance if Recipient determines that it must disclose any information provided pursuant to this Nondisclosure Agreement and which Discloser has identified as confidential, proprietary, trade secret, or otherwise protected from disclosure. In the event



Recipient receives a request for disclosure of such information, Recipient shall inform Discloser either that the Airport will refuse to disclose the protected information or, if there is no proper basis for such refusal, that Recipient intends to disclose the information unless ordered otherwise by a court.

Nothing herein shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law. Recipient's obligations under this Section are limited to proprietary, trade secret or otherwise protected information that is provided to Recipient pursuant to this NDA and identified on the face of each page of the document as proprietary, trade secret or otherwise protected from disclosure.

CITY AND COUNTY OF  
SAN FRANCISCO ACTING  
BY AND THROUGH ITS  
AIRPORT COMMISSION

[COMPANY NAME]

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

Dennis J. Herrera  
City Attorney

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

By \_\_\_\_\_