

**City and County of San Francisco**  
**Sourcing Event ID 0000011278 | Dept Contract ID: RFP 25-04**

**Formal Request for Proposals for:**  
**AI and Cybersecurity Planning, Training and Exercise**

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



<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	November 21, 2025; 1:00 PM
Written Questions Due Date	December 5, 2025; 5:00 PM
Proposal Due Date	December 19, 2025; 5:00 PM
Notice of Intent to Award	January 16, 2026
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Tristan Levardo CFO, Bay Area UASI San Francisco Department of Emergency Management, UASI 1663 Mission Street, Suite 320, San Francisco, CA 94103 Email: <a href="mailto:uasicontacts@sfgov.org">uasicontacts@sfgov.org</a>

**Attachments**

- Attachment 1: City's Contract Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: Omitted (CMD LBE Forms)
- Attachment 4: Written and Price Proposal Template
- Attachment 5: Omitted (Price Proposal Template)
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form
- Attachment 8: Minimum Qualification Statement Form
- Attachment 9: Proposed Training Course and Budget Information Sheet

**MANDATORY MINIMUM  
QUALIFICATION  
DOCUMENTATION**

Proposers must submit with their proposal documents in support of Minimum Qualification (MQ) listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration.

<b>MQ #</b>	<b>Description</b>
<b>MQ #1</b>	Proposer's acknowledgment and acceptance of Attachment 1, City's Contract Terms, by the Proposal Due Date.
<b>MQ #2</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ #3</b>	Proposers must have completed or consulted on at least one Cybersecurity or AI project within the last five (5) years involving planning, training, or exercise development. <i>(For proposers who are submitting proposals for any of the service categories)</i>  Proposers are required to utilize Attachment #8: Minimum Qualification Statement Form.
<b>MQ #4a Planning</b>	Proposers must provide evidence of performing planning services for at least one relevant cybersecurity or AI project in the past five (5) years. <i>(For proposers who are submitting Service Category 1 – Planning)</i>  Proposers are required to utilize Attachment #8: Minimum Qualification Statement Form.
<b>MQ #4b Training</b>	Proposers must provide details of delivering at least one training in the Cybersecurity or AI discipline within the past two years. <i>(For proposers who are submitting Service Category 2 – Training)</i>  Proposers are required to utilize Attachment #8: Minimum Qualification Statement Form.
<b>MQ #4c Exercise</b>	Proposers must provide evidence of at least 1 year of experience applying HSEEP principles to cybersecurity exercise design, conduct, and evaluation. <i>(For proposers who are submitting Service Category 3 – Exercise)</i>  Proposers are required to utilize Attachment #8: Minimum Qualification Statement Form.

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## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the City and County of San Francisco’s Department of Emergency Management (hereinafter, “DEM” or “City”) through the Bay Area Urban Areas Security Initiative (UASI). DEM is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) to select qualified consultants to design and implement the Bay Area’s FY24 National Priority Project – Cybersecurity Planning, Training, and Exercise with a focus on Artificial Intelligence (AI). This project involves coordinated cybersecurity planning; delivering AI-focused training; and conducting an exercise to strengthen regional capabilities to prevent, mitigate, respond to, and recover from cyber-attacks. This initiative aims to address the growing threat of cyber-attacks—such as ransomware, supply chain compromises, and attacks on critical infrastructure—while leveraging AI responsibly to enhance detection, prevention, coordination, and resilience across the region.

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

The City and County of San Francisco's local policy dictates that the procurement of trainings of a non-customized or off-the-shelf training services, shall result in a purchase order agreement, while customized trainings shall result in a full P-600 (professional service) contract. Therefore, depending on the needs of the City and the resulting statement of work negotiated with any selected vendor, the resulting contract(s) from this RFP may be either a multi-year purchase order and / or a multi-year P-600 contract.

#### **2. About UASI**

The Urban Areas Security Initiative (UASI) is administered by the federal Department of Homeland Security through its Homeland Security Grant Program within the Federal Emergency Management Agency (FEMA). Since its inception in 2003, the intent of the federal UASI program has been to enhance regional preparedness in major metropolitan areas in support of the National Preparedness Guidelines. The Bay Area UASI Region includes three major cities, twelve counties, over 100 incorporated cities, a number of special districts and transportation agencies, and several airports. The Bay Area UASI Region consists of the following counties: Alameda, Santa Clara, Santa Cruz, San Mateo, San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, San Benito, and Monterey; and three core cities: San Francisco, Oakland, and San Jose. The Bay Area UASI is governed by an eleven-member Approval Authority which provides policy direction and is responsible for final decisions regarding projects and funding.

The UASI Management Team functions as a unit within the San Francisco Department of Emergency Management. The Management Team is responsible for the administration and management of all potential and endorsed UASI funded projects in the Bay Area UASI Region. The Management Team serves as the point of contact for all inquiries/issues raised by regional stakeholders, while concurrently facilitating the Approval Authority, Regional Work Groups, and other stakeholder meetings. The Management Team’s duties include activities such as conducting regional capability assessments; project development, monitoring, and evaluation; grant compliance; and serving as a liaison between the City and County of San Francisco (fiscal agent) and the subrecipient jurisdictions (grantees).

### **3. Nature of the Proposed Work**

Cyberattacks have seen a steady rise in the Bay Area, particularly involving ransomware, supply chain attacks, and critical infrastructure targets. Artificial Intelligence (AI) can improve government efficiencies but can also pose a risk or threat to our society. Responsible cybersecurity and AI practices are essential in harnessing its potential as a helpful tool while mitigating the potential threats and challenges it can pose. This project will hire one or more consultants/vendors to perform planning, training, and exercise services designed to increase the capabilities of the Bay Area's 108 municipalities for responsibly engaging AI and responding to cyber-attacks.

### **4. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score for each service category of work. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments and Bay Area UASI jurisdictions. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

#### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of One year. The City at its sole, absolute discretion, shall have the option to extend the term for two additional years for a total of three years.

#### **C. Anticipated Contract Not to Exceed Amount**

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$1,044,758 for the initial term. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

#### **D. Reserve. (Indefinite Quantity, As-Needed Contract)**

#### **E. Cooperative Agreement**

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

#### **F. Solicitation Schedule**

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

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	November 19, 2025; 1:00 PM
Written Questions Due Date	December 2, 2025; 5:00 PM
Proposal Due Date	December 19, 2025; 5:00 PM
Notice of Intent to Award	January 16, 2026
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

## **G. Contract Terms and Negotiations**

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

All contracts and purchase orders executed as a result of this RFP will require any selected contractor to abide by the relevant contract provisions outlined in Appendix II to Part 200 of the Code of Federal Regulations. Any selected contractor shall be required to sign and agree to a mutually agreeable statement of work that outlines details regarding the deliverables and requirements for the contractor. This statement of work shall include, but is not limited to, terms and conditions for acceptable execution of agreed upon services that abides by all local, state, and federal requirements, as well as the option to terminate the contract for cause and/or convenience by DEM.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

## **II. GOODS AND SERVICES REQUESTED**

### **A. Goods and/or Services Requested**

This Solicitation is being issued by DEM, through the Bay Area Urban Areas Security Initiative (UASI), seeking qualified Proposers providers to perform services across three categories: Planning, Training, and Exercising. Services within each category shall address AI-related cybersecurity gaps and strengthen regional response capabilities for cyber incidents. Proposers may submit proposals to conduct services in one, two, or all three categories. Proposals will be evaluated independently by category. Proposers are not required to meet minimum qualifications or provide work approach components for categories in which they are not proposing to provide services. Proposal submissions for one or more categories will be accepted and evaluated.

#### **Service Categories and Not to Exceed Amounts**

Service Category 1 – Planning (\$544,758)

Service Category 2 – Training (\$350,000)

Service Category 3 – Exercise (\$150,000)

## **1. SERVICE CATEGORY 1 – PLANNING**

The selected vendor (Contractor) will perform three distinct planning tasks. Proposed costs for each task shall be articulated in the Cost Proposal and, in total, shall not exceed \$544,758. The vendor will be responsible for utilizing allocated funds on a reimbursable basis in an equitable manner across the Bay Area UASI region.

Contractor will perform the following three planning tasks under direction of the UASI Management Team:

- a. Planning Task 1: Strategy & Project Management
- b. Planning Task 2: Local Assessments / Technical Assistance
- c. Planning Task 3: Regional AI Cybersecurity Framework

### a. Planning Task 1: Strategy & Project Management

Contractor will develop a strategy for conducting local assessments or providing technical assistance as appropriate to each of the 14 UASI member jurisdictions, in an equitable manner, while reserving adequate resources to compile a Regional AI Cybersecurity Framework.

Project management expectations include but are not limited to:

- i. Facilitation of initial meeting with each of the 14 UASI member jurisdictions to establish a Local Assessment or Technical Assistance scope of work and refined budget
- ii. Conducting alternate-weekly meetings with the UASI program manager to report on progress
- iii. Ongoing engagement with local stakeholders via the UASI Cyber Resilience Work Group and coordination with project participants

#### Planning Task 1 Deliverables:

- i. Initial meeting with each of the 14 UASI member jurisdictions to establish a scope of work for performing a local assessment and/or technical assistance project
- ii. Alternate-weekly meetings with the UASI project manager to review progress
- iii. Quarterly presentations / discussions with the UASI Cyber Resilience Work Group.
- iv. Stakeholder engagement for review & comment on draft deliverables.

### b. Planning Task 2: Local Assessments / Technical Assistance

Contractor will work with each of the 14 UASI member jurisdictions to develop an assessment of AI-related cybersecurity gaps and prepare an accompanying strategy for improving the local AI-related cybersecurity posture. The local assessments shall be based on standards provided by the National Institute of Standards and Technology (NIST) or other reputable source.

The [NIST AI Risk Management Framework](#) is an example of reputable standards that may be used for the local assessments.

Where UASI Member Jurisdictions already have an adequate assessment of local AI-related cybersecurity gaps and a strategy for improving AI-related cybersecurity posture, the Contractor will provide technical assistance to support the UASI member jurisdiction in updating plans, protocols, and/or policies related to AI-cybersecurity.

Technical Assistance services may include, but are not limited to:

- a) AI-Cybersecurity Policy and Governance Development
  - i. Assistance drafting or updating AI governance frameworks, policies, and procedures aligned with NIST AI RMF and federal guidance.
  - ii. Support in establishing ethical use and data governance policies for AI systems in public safety and emergency management.
  - iii. Development of AI accountability and oversight structures.
- b) Incident Response and Continuity Planning
  - i. Assisting jurisdictions in updating or developing AI-inclusive cybersecurity incident response plans.
  - ii. Creating playbooks for AI system failures, data poisoning, or adversarial AI attacks.
  - iii. Integrating AI-related response elements into business continuity and disaster recovery plans.
- c) Awareness and Knowledge Enhancement
  - i. Supporting awareness campaigns for leadership and public safety staff on AI system security best practices.
- d) Technology and Tool Integration Support
  - i. Offering technical configuration guidance for secure implementation of AI tools in local government systems.
  - ii. Assisting with secure data management and access control for AI applications.
  - iii. Supporting deployment of AI monitoring tools for anomaly detection and system integrity verification.

*Planning Task 2 Deliverables:*

- i. Up to 14 Local Assessment reports and/ or products of technical assistance services

c. Planning Task 3: Regional AI Cybersecurity Framework

The Bay Area UASI wishes to provide a comprehensive Regional AI Cybersecurity Framework with analysis and implementable resources for local agencies within the Bay Area UASI region and beyond to bolster effective use of AI and enhance resilience to potential cybersecurity vulnerabilities as a result of AI usage. To develop the Framework, the Contractor will complete the following activities:

- a) Contractor will consolidate outcomes of the Local Assessments and comprehensively review AI-cybersecurity capabilities across Bay Area UASI member jurisdictions to outline common gaps and associated strategies that may be implemented by local government to bolster AI-cybersecurity. The Regional Cybersecurity AI Framework should, as appropriate, outline opportunities for local public agencies to responsibly leverage AI to enhance service efficiencies. Questions that may be answered include, but are not limited to:
  - i. How can AI be used to bolster overall cybersecurity for public agencies?
  - ii. Which areas of AI are most appropriate for public safety functions and / or government agencies?
  - iii. How can law enforcement agencies use AI to support crime fighting?
  - iv. How can fire services use AI to improve response services?
  - v. How can emergency management use AI to better prepare for coordinated response operations?
- b) Strategies included in the Regional Cybersecurity AI Framework shall prioritize risk reduction measures and emergency response capabilities.
- c) To support implementation of the listed strategies, Contractor will develop or customize tools, templates, and/or guidance that is aligned with guidelines provided by reputable agencies such as NIST, Cybersecurity and Infrastructure Security Agency (CISA) and the Department of Homeland Security (DHS).

*Planning Task 3 Deliverables:*

- i. Draft summary of common AI Cybersecurity gaps across Bay Area UASI jurisdictions.
- ii. Draft list of strategies for reducing cybersecurity risk and enhancing response capabilities.
- iii. Draft tools, templates, and/or guidance for implementing the listed strategies.
- iv. Draft recommendations for use of AI throughout public safety agencies.
- v. Review Draft Regional AI Cybersecurity Framework consisting of
  - 1) common AI Cybersecurity gaps,
  - 2) strategies for reducing AI cybersecurity risk and enhancing response capabilities,
  - 3) tools, templates, and/or guidance for strategy implementation, and
  - 4) recommendations for public sector responsible use of AI.
- vi. Final Regional AI Cybersecurity Framework.

## **2. SERVICE CATEGORY 2 – TRAINING**

With oversight and direction from the Bay Area UASI Management Team, selected contractors will administer cybersecurity training through the Bay Area Training and Exercise Program (BATEP). Trainings should be tailored for a diverse range of public safety disciplines including IT professionals, emergency managers, law enforcement officers, fire service personnel, first responders, public servants, public sector agencies, critical infrastructure partners, and others with a role in improving resilience from AI cybersecurity risks across the Bay Area. The selected cybersecurity training courses are intended to build cybersecurity capabilities and enhance responsible use of AI throughout Bay Area governments. The Bay Area UASI may select any combination of training deliveries within the available funding amount of \$350,000 during contract negotiation.

Contractors shall possess all necessary licenses, permits, and/or professional certifications required to provide training events within the cybersecurity discipline. All training, programs, and services funded by the Bay Area UASI must meet local, state, and federal laws and guidelines, may be subject to an Institutional Review Board Review and audit, and some public safety training must be approved by the California Governor's Office of Emergency Services (Cal OES), and other federal, state, or local agencies, prior to conduct.

Training courses funded by the UASI grant must satisfy the Department of Homeland Security (DHS) terrorism nexus requirement. Trainings administered by the Bay Area UASI may be subject to additional funding requirements and programmatic objectives as applicable. Upon contract award, the selected vendors will be responsible for working with members of the UASI Management team and representatives from jurisdictions within the region to confirm and deliver requested trainings.

Additional funding requirements and restrictions may apply on a training-by-training basis. Proposers do not need to possess capabilities to deliver all of the courses listed below. Proposers shall identify which of the following courses they have qualifications to instruct on the Course Indication Page of Attachment 9, Proposed Training Course and Budget Information Sheet. Proposers must submit a completed Proposed Training Course and Budget Information Sheet for each course selected on the Course Indication Page for that course to be considered in the proposal evaluation.

Training courses to be offered through this contract award may include any combination of the following (to be determined by the UASI Management Team in collaboration with Bay Area jurisdictions):

*(It is noted that vendors may have varying titles for available trainings which accomplish the below stated training objectives. Please use the Course Indication Page (Attachment 9) to create a crosswalk of the proposed course title and the requested training objective.)*

- 1. Applied Artificial Intelligence and Machine Learning for Cybersecurity Professionals**

Training Objective: Introduce practical applications of AI and machine learning in cybersecurity, focusing on automating threat detection, anomaly detection, and predictive risk analytics.

- 2. AI-Driven Threat Detection and Incident Response**

Training Objective: Learn how artificial intelligence can enhance security

- operations, streamline incident response, and identify emerging threats using intelligent systems and data modeling.
3. **Cybersecurity Risk Management in the Age of Artificial Intelligence**  
Training Objective: Explore how AI technologies influence risk assessment, mitigation strategies, and governance frameworks in modern cybersecurity programs.
  4. **Ethical Hacking and AI-Powered Vulnerability Assessment**  
Training Objective: In a hands-on environment, examine ethical hacking principles and how AI tools can be used to automate vulnerability scanning, exploit analysis, and remediation prioritization.
  5. **Digital Forensics and Data Analytics Using AI Techniques**  
Training Objective: Gain practical skills in digital forensics and evidence analysis using AI-based tools for data correlation, pattern recognition, and incident reconstruction.
  6. **AI Governance, Privacy, and Ethical Considerations in Cybersecurity**  
Training Objective: Focused on responsible AI use, review ethical frameworks, data privacy, accountability, and compliance requirements in AI-enabled security environments.
  7. **Adversarial Machine Learning and Defense Strategies**  
Training Objective: Learn about AI system vulnerabilities, adversarial attacks, and defense mechanisms to safeguard models from manipulation or exploitation.
  8. **Cloud Security and AI-Enabled Access Control**  
Training Objective: Review cloud infrastructure protection and explore how AI-driven access management and identity analytics improve cloud security posture.
  9. **Open-Source Intelligence (OSINT) and AI for Cyber Threat Intelligence**  
Training Objective: Use AI-enhanced OSINT tools to gather, analyze, and interpret public data for actionable cyber threat intelligence and situational awareness.
  10. **Foundations of AI Security and Safe Model Deployment**  
Training Objective: Introduce AI system security, covering secure development practices, model integrity, and strategies for deploying AI applications safely and ethically.

Proposers may additionally submit a curated training program for the Bay Area UASI region. The curated training program must not exceed a total cost of \$350,000. The training program must address any or all of the above listed training objectives. It must have clearly defined audiences for the trainings from among a diverse range of public safety disciplines including IT professionals, emergency managers, law enforcement officers, fire service personnel, first responders, public servants, public sector agencies, critical infrastructure partners, and others with a role in improving resilience from AI cybersecurity risks across the Bay Area. The training program must deliver a comprehensive series of trainings regarding both general cybersecurity preparedness and responsible use of Artificial Intelligence (AI) technologies. Courses included in the curated training program must map to the above stated training objectives and be proposed using the Proposed Training Course and Budget Information Sheet.

*Training Deliverables:*

- i. Develop course materials and conduct training sessions
- ii. Course Flyers (to post via BATEP for participant recruiting)
- iii. Rosters of Attendance
- iv. Certificates of Completion / Participation

### **3. SERVICE CATEGORY 3 – EXERCISE**

Building upon lessons learned from the 2024 Cyber Bridge Exercise, real world cyber-attacks or threats, and other relevant exercises, the selected vendor (Contractor) will design, conduct, and evaluate a 2026 Bay Area Cyber Bridge Exercise. A cost-breakdown per task shall be articulated in the Price Proposal with a total not-to-exceed value of \$150,000.

The Bay Area Cyber Bridge Exercise should leverage outcomes from the local planning assessments (per Service Category 1 of this RFP) and be designed to test and improve local cyber security capabilities especially in regard to vulnerabilities presented by the use of Artificial Intelligence (AI). The exercise may simulate AI-enabled cyber threats, such as ransomware campaigns, misinformation amplification, and critical infrastructure disruptions caused or enhanced by artificial intelligence systems.

Participants are expected to include representatives from each of the 12 Bay Area UASI Region counties and the core cities of Oakland and San Jose, as well as non-governmental partners, state, and federal agencies. Discussion topics will be confirmed by the exercise planning team through guidance from the selected vendor and UASI Management Team. Discussion topics may include AI-driven threat vectors and cross-sector collaboration between public safety, emergency management, IT, and private sector cybersecurity partners. The goal is to evaluate and strengthen regional preparedness, resilience, and decision-making during cyber incidents that leverage or target AI systems.

Discussion topics or exercise modules may address, but are not limited to, the following:

- i. *AI-related threat detection and response* – Assessing the region’s ability to identify, analyze, and respond to cyber incidents that involve AI-generated data or adversarial AI attacks.
- ii. *Regional information sharing* – Testing cybersecurity information exchange and intelligence flow across agencies and partners, integrating AI-driven tools for incident detection and analysis.
- iii. *Continuity of operations* – Exercising critical infrastructure resilience and recovery strategies when AI systems are degraded or compromised.
- iv. *Operational coordination* – Ensuring unity of effort among jurisdictions, resource allocation, and prioritization during multi-jurisdictional cyber incidents.
- v. *Incident communication* – Evaluating public information management, including messaging on AI-related cyber risks, misinformation control, and engagement with community and media partners.
- vi. *Ethical and responsible AI use* – Evaluating procedures for AI-enabled systems within response frameworks, ensuring alignment with privacy, security, and ethical standards.

To design, conduct, and evaluate the 2026 Cyber Bridge Exercise, the Contractor will complete, at a minimum, the following activities:

- i. **Exercise Planning Team Management** including establishment of an exercise planning team and facilitation of exercise planning team meetings consistent with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines
- ii. **Development of Custom Exercise Materials** including incident scenarios and discussion topics in the form of a Situation Manual; Exercise Evaluation Guides; Controller / Evaluator Manual; Participant Feedback Form and relevant participant visuals.
- iii. **Facilitation of the Exercise** including providing plenary and breakout facilitators to guide the discussion, as well as notetakers to capture key outcomes and inform the evaluation.
- iv. **Evaluation of the Exercise** including review of exercise staff notes, participant feedback forms, and facilitation of an After-Action Meeting.
- v. **Development of an After-Action Report** following HSEEP guidelines to document key exercise outcomes, areas for improvement, and overall feedback to inform future exercises and cyber resilience planning efforts.

*Exercise Deliverables:*

- i. Preparation, conduct, and summary of an Initial Planning Meeting (IPM), Mid Planning Meeting (MPM), and Final Planning Meeting (FPM)
- ii. Situation Manual (including scenarios and discussion questions)
- iii. Controller / Evaluator Manual (including Facilitator Guide)
- iv. Promotion and registration of participants, ensuring attendance by appropriate entities
- v. Exercise Staff including plenary and breakout facilitators as well as note takers
- vi. Participant visuals (i.e. handouts, PowerPoint Presentation)
- vii. After-Action Report / Improvement Plan consistent with HSEEP guidelines (including a public-facing executive summary)
- viii. Integration of AI analytics tools to enhance situational awareness, cyber incident tracking, and post-exercise evaluation.
- ix. Start Ex video, introducing the AI-focused cyberattack scenario and setting the tone for participants.

## B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth below and in Attachment 1, City’s Contract Terms.

## C. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City’s Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City’s Contract Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

**D. Reserved. (Alternates and Samples)**

**E. Reserved. (Freight on Board and Shipping Costs)**

**III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

**A. CMD Compliance Officer**

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

Seth Benkle  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 415.554.554 0659  
Email: [seth.benkle@sfgov.org](mailto:seth.benkle@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Application of LBE Rating Bonuses**

LBE Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

**1. Reserved. (Commodities)**

**2. General and Professional Services**

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

**3. Professional Services by Joint Ventures**

<b>Estimated Contract Value</b>	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
Greater than \$20,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV 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 JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

**C. Reserved. (LBE Subcontracting Participation Requirements)**

**D. Reserved. (CMD LBE Forms)**

**E. Reserved. (LBE Payment and Utilization Tracking)**

**IV. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	20 Points
Written Proposal	80 Points
<b>TOTAL</b>	<b>100 Points</b>

**V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)**

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as "MQ1", "MQ2", etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

<b>MQ #</b>	<b>Description</b>
<b>MQ #1</b>	Proposer's acknowledgment and acceptance of Attachment 1, City's Contract Terms, by the Proposal Due Date.
<b>MQ #2</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ #3</b>	Proposers must have completed or consulted on at least one Cybersecurity or AI project within the last five (5) years involving planning, training, or exercise development. <i>(For proposers who are submitting proposals for any of the service categories)</i>  Proposers are required to utilize Attachment#8: Minimum Qualification Statement Form.

<b>MQ #4a Planning</b>	<p>Proposers must provide evidence of performing planning services for at least one relevant cybersecurity or AI project in the past five (5) years. (<i>For proposers who are submitting Service Category 1 – Planning</i>)</p> <p>Proposers are required to utilize Attachment#8: Minimum Qualification Statement Form.</p>
<b>MQ #4b Training</b>	<p>Proposers must provide details of delivering at least one training in the Cybersecurity or AI discipline within the past two years. (<i>For proposers who are submitting Service Category 2 – Training</i>)</p> <p>Proposers are required to utilize Attachment#8: Minimum Qualification Statement Form.</p>
<b>MQ #4c Exercise</b>	<p>Proposers must provide evidence of at least 1 year of experience applying HSEEP principles to cybersecurity exercise design, conduct, and evaluation. (<i>For proposers who are submitting Service Category 3 – Exercise</i>)</p> <p>Proposers are required to utilize Attachment#8: Minimum Qualification Statement Form.</p>

## VI. WRITTEN PROPOSAL (80 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in **Attachment 4, Written and Price Proposal Template**.

## VII. PRICE PROPOSAL (20 POINTS)

### A. Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth in **Attachment 4, Written and Price Proposal Template**.

### B. Price Proposal Evaluation Period

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

### C. Price Discrepancies

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

### D. Reserved. (Proposing on Separate Items or in Aggregate(s))

### E. Application of Discounts for Evaluating Lowest Responsive Proposer

#### 1. Application of LBE Bid Discount to Price Proposal

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

2. **Reserved. (Application of Prompt Payment Discounts to Price Proposal)**
3. **Application of Anticipated Local Tax Revenue Discount to Price Proposal**

## **VIII. RESERVED. (ORAL INTERVIEWS)**

## **IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION**

Proposers must provide each Required Supporting Documentation ("RSD") identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

<b>RSD #1</b>	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
<b>RSD #2</b>	<b>Completed Proposal Attachments:</b> <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form
<b>RSD #3</b>	Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.
<b>RSD #4</b>	<b>Non-Profit Entities:</b> If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary and disposition 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. If no such complaints were filed, the Proposer shall include a statement to that effect. <i>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.</i>

## **X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS**

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

## **XI. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

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

### **A. Nondiscrimination Requirements**

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, 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 San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

### **B. Reserved. (Payment of Prevailing Wages)**

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

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **D. Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

## **E. First Source Hiring Program**

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

## **F. Reserved. (Sweatfree Procurement)**

## **G. Non-Profit Entities**

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

## **H. Other Social Policy Provisions**

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

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

## **A. How to Register as a City Supplier**

The following requirements pertain only to Bidders not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

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

## **B. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will

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

## 2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

## 3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must email their complete proposals to [uasicontacts@sfgov.org](mailto:uasicontacts@sfgov.org). Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

## C. RFP Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

## D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

#### **E. Limitation on Communications During Solicitation**

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

#### **F. Proposal Selection Shall not Imply Acceptance**

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

#### **G. Cybersecurity Risk Assessment**

As part of City’s evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product’s performance, and/or accessing City’s networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City’s Cyber Risk Assessment Questionnaire:** Proposer’s responses to a City’s Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City’s Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City’s on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities’ cybersecurity program, penetration testing, and/or code reviews.

## **H. Solicitation Errors and Omissions**

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

## **I. Objections to Solicitation Terms**

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

## **J. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

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

### **2. Protest of Non-Responsible Determination**

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

### **3. Protest of Contract Award**

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

### **4. Delivery of Protests**

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

## **K. Proposal Term**

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

## **L. Revision to Proposal**

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

## **M. Proposal Errors and Omissions**

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

## **N. Financial Responsibility**

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

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

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

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

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or

Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

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

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

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

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

#### **Q. No Waiver**

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

#### **R. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

**Sourcing Event 0000011278 /RFP 25-04**  
**Attachment 1**

**City's Proposed Agreement Terms (P-600) for Professional Service or  
Standard Purchase Order for Off-the-Shelf Training**

Please acknowledge that you have read and understand, and can comply with, the City's Contract Terms by responding to question #6 in Attachment 2, Part II - Proposer Questionnaire and References.

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

**Agreement between the City and County of San Francisco  
and  
[Insert name of contractor]  
[Insert Department Contract ID, if any]**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name of Contractor] (“Contractor”) and City.

**Recitals**

WHEREAS, the [name of department making purchase] (“Department”) wishes to procure [insert short description of the services City intends to buy] from Contractor; and

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

---

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled [enter RFP name] issued through Sourcing Event ID [Enter Number]; and

---

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because [enter reason] and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

---

WHEREAS, approval for the Agreement was obtained on [insert date of Civil Service Commission action or DHR approval date if under \$100K] from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number [insert PSC number] in the amount of [insert Dollar Amount] for the period of [insert number of years]; and

WHEREAS, the City's [name of Commission] approved this Agreement by [insert resolution number] on [insert date of Commission action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

---

Now, THEREFORE, the parties agree as follows:

## **Article 1      Definitions**

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and [insert name of department].

1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

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

1.5 "Confidential Information" means confidential City information including, but not limited to, personal identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M ("Chapter 12M"). Confidential Information includes, without limitation, City Data.

1.6 "Contractor" means [insert name and address of contractor].

1.7 "Deliverables" means Contractor's or its subcontractors' work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as [Appendix A](#).

1.8 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

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

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## **Article 2      Term of the Agreement**

2.1 **Term.** The term of this Agreement shall commence on [insert Contractor's start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

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

## **Article 3      Financial Matters**

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

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

3.1.2 **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

**3.3 Compensation.**

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

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

**3.3.3 Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor’s obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City’s withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System.)**

**3.3.6 Getting paid by City for Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City’s financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.3.7 Grant Funded Contracts.**

(a) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [insert the appendix letter], “Grant Terms.” To the extent that any Grant

Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

### 3.3.8 Payment Terms.

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

(b) **Payment Discount Terms.** The Payment Discount Terms for this Agreement are as follows: [ ] %/[ ] Days, Net [ ]. The Payment Discount period begins upon date of completion of delivery of the Services on a purchase order for which payment is sought, or upon date of receipt of properly prepared invoices covering such items, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date City posted electronic payment to Contractor.

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

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

### 3.6 Payment of Prevailing Wages.

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by (collectively, "Covered Services"),

which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations (“DIR”), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the applicable prevailing wage rates are available from the City’s Office of Labor Standards and Enforcement (“OLSE”). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates, as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

**3.6.4 Posted Notices.** Contractor shall post job site notices] at all job sites where Covered Services are to be performed.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

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

**3.6.7 Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City’s prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code,

including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22(e) and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

## **Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in [Appendix A, “Scope of Services.”](#) Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

**4.2 Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City’s execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law,

including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

**4.6 Reserved.**

**4.7 Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services 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. Contractor agrees that the sum of [insert whole dollar amount in words and numbers -- no pennies and no ".00"] per calendar 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 Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and

Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

**4.8 Performance Bond.** The Contractor is required to furnish a performance bond in a form acceptable to City, in a sum of not less than [insert bonding level] of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

**4.9 Fidelity Bond.** Contractor shall maintain throughout the term of this Agreement, at no expense to City, a blanket fidelity bond or a blanket crime policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than **\$50,000** with any deductible not to exceed **\$5,000** and including City as additional obligee or loss payee as its interest may appear.

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

## **Article 5      Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of **\$1,000,000** for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

- (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- (f) **Reserved** (Cyber and Privacy Liability Insurance.)
- (g) **Reserved.** (Pollution Liability Insurance)

#### **5.1.2 Additional Insured.**

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

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

- (c) Reserved.

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

#### **5.1.4 Primary Insurance.**

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

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

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

#### **5.1.5 Other Insurance Requirements.**

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

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this

Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

## 5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to

defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

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

## **Article 6      Liability of the Parties**

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7      Payment of Taxes**

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as

amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8        Termination and Default**

### **8.1     Termination for Convenience.**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

- (a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment.

Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

## 8.2 Termination for Default; Remedies.

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

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

<b>3.5</b>	<b>Submitting False Claims.</b>	<b>10.10</b>	<b>Alcohol and Drug-Free Workplace</b>
<b>4.5</b>	<b>Assignment</b>	<b>10.13</b>	<b>Working with Minors</b>
<b>Article 5</b>	<b>Insurance and Indemnity</b>	<b>11.10</b>	<b>Compliance with Laws</b>
<b>Article 7</b>	<b>Payment of Taxes</b>	<b>Article 13</b>	<b>Data and Security</b>

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

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

**8.2.2 Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

**8.2.3** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**8.2.4** Any notice of default must be sent in accordance with Article 11.

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

**8.4 Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
3.3.7(a)	Grant Funded Contracts – Disallowance	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. 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.

**Article 9 Rights in Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all

Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

## **Article 10      Additional Requirements Incorporated by Reference**

**10.1    Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

**10.2    Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

**10.3    Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

**10.4    Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

### **10.5    Nondiscrimination Requirements.**

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

comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

**10.6 Reserved. ( Local Business Enterprise and Non-Discrimination in Contracting Ordinance.)**

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

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the [Federal Drug-Free Workplace Act of 1988 \(41 U.S.C. § 701\)](#).

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**10.12 Slavery Era Disclosure.** Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

**10.13 Working with Minors.** Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this

Section and Section 10.14, “Consideration of Criminal History in Hiring and Employment Decisions,” of this Agreement, this Section shall control.

#### **10.14 Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

#### **10.15 Nonprofit Contractor Requirements.**

10.15.1 **Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 **Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**10.17 Distribution of Beverages and Water.**

**10.17.1 Sugar-Sweetened Beverage Prohibition.** The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**10.17.2 Packaged Water Prohibition.** The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**10.18 Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**Article 11 General Provisions**

**11.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Name Title Agency Address Email Phone
To Contractor:	Name Title Company Address Email Phone

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

**11.2 Compliance with Laws Requiring Access for People with Disabilities.**

**11.2.1** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public,

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

11.2.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

#### 11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

### **11.6.3 Health and Human Service Contract Dispute Resolution Procedure.**

The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [insert the appendix letter] incorporated herein by this reference.

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

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

**11.9 Entire Agreement.** This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner 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.

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

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**11.13 Order of Precedence.** The Parties agree that this Agreement, including all appendices, sets forth the Parties' complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms attached, City's terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor's proposal, and Contractor's printed terms, respectively. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

**11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall

retain and preserve City Data in accordance with City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

## **Article 12      Department Specific Terms**

**12.1    Homeland Security Grant Program Requirements.** Contractor agrees to be bound by the terms and conditions of the document entitled "Grant Terms - Contract Provisions for Non-Federal Entity Contracts under Federal Awards," attached hereto as Appendix C and fully incorporated herein.

## **Article 13      Data and Security**

### **13.1    Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1    Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

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

**13.2    Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

**13.2.1** Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

**13.2.2** Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third-party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.2.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

13.2.6 **Bank Accounts.** Collections that represent funds belonging to City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Business Associate Agreement.** This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). A Business Associate Agreement ("BAA") executed by the Parties is attached as Appendix [insert the appendix letter].

#### 13.4 Management of City Data.

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City

with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

**13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification.**

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

## **Article 14 MacBride And Signature**

**14.1 MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

**CITY**

Recommended by:

---

[name]  
[title]  
[department]

**CONTRACTOR**

[company name]

---

[name of authorized representative]  
[title]  
[optional: address]  
[optional: city, state, ZIP]

City Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

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

By: \_\_\_\_\_  
[name of Purchaser or "Name: \_\_\_\_\_"]

**Appendices**

- A: Scope of Services
- B: Calculation of Charges



## **Appendix A**

### **Scope of Services**

- 1. Project Definitions**
- 2. Description of Services**
- 3. Location of Work**
- 4. Project Deliverables**

The Contractor shall provide each of the following deliverables in writing to City for review and approval to achieve the project objectives.

- a. **Deliverable 1:**
- b. **Deliverable 2:**
- c. **Deliverable 3:**
- d. **Deliverable 4:**
- e. **Etc.**

- 5. Project Schedule**

<b>Deliverable</b>	<b>Due Date</b>
<b>Deliverable 1</b>	
<b>Deliverable 2</b>	
<b>Etc.</b>	

- 6. Project Evaluation**

- 7. Reports**

Contractor shall submit written reports as requested by the [insert name of department]. Format for the content of such reports shall be determined by the [insert name of department]. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

- 8. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the [insert name of department] will be [insert name of contact person in department].

- 9. 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.

## **Appendix B**

### **Calculation of Charges**

- 1. Project Cost.** In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

<b>Deliverable or Description</b>	<b>Target Completion Dates</b>	<b>Cost</b>
<b>Total Cost</b>		

- 2. Fixed Price v Time and Materials.**

- 3. Travel and Expense Reimbursement.**

Contractor's **Prices or Rates** are to be firm for the term of the Agreement, from start date through the end of the term, including extensions.

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**Appendix C**  
**Grant Terms**  
**Contract Provisions for Non-Federal Entity Contracts under Federal Awards**

**I. Definitions**

- A.** **Agreement** means the agreement between City and Contractor to which this document (Contract Provisions for Non-Federal Entity Contracts under Federal Awards) is attached and incorporated or for which Contractor has submitted a bid or Proposal.
- B.** **City** means the City and County of San Francisco.
- C.** **Contractor** means the individual or entity awarded a third-party contract financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.
- D.** **Government** means the United States of America and any executive department or agency thereof.
- E.** **Federal awarding agency** means the Federal agency that provides a Federal award to a non-Federal entity.
- F.** **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

**II. Federal Changes**

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the Federal awarding agency or in the Grant Program Guidelines, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**III. Access to Records**

- A.** The Contractor agrees to provide the City, the Federal awarding agency, Inspectors General, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The right also includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. 2 CFR §200.336.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, the Federal awarding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. 2 CFR §200.333 and 2 CFR §200.336.

#### **IV. No Federal Government Obligations to Contractor**

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **V. Notice of Reporting Requirements**

- A. Contractor acknowledges that it has read and understands the reporting requirements of the Office of Management and Budget stated in 2 CFR §200.328, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **VI. Termination for Convenience of City (*applicable to all contracts in excess of \$10,000; 2 CFR §200 Appendix II(b)*)**

- 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 the 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. 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.
- (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 vendor, delivered to the City or otherwise disposed of as directed by the City.

- 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 related 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.

**VII. Termination for Default** (*applicable to all contracts in excess of \$10,000; 2 CFR §200 Appendix II(b)*)

Contractor's failure to perform or observe any term, covenant or condition of this document (Contract Provisions for Non-Federal Entity Contracts under Federal Awards) shall constitute an event of default under this Agreement.

- A. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
- (1) 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.
  - (2) 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.

- (3) 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.

**VIII. Equal Employment Opportunity Compliance** (*applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR §200 Appendix II(c)*)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**IX. Davis-Bacon Act Compliance** (*applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d)*)

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

**X. Copeland Anti-Kickback Act Compliance** (*applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(d)*)

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

- XI. Contract Work Hours and Safety Standards** (*applicable to all contracts awarded by grantees and subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(e)*)
- A. Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
  - B. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
  - D. Withholding for unpaid wages and liquidated damages:** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
  - E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

## **XII. Notice of Requirements Pertaining to Copyrights**

- A. Contractor agrees that the Federal awarding agency shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - (1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - (2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 2 CFR §200.315.
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XIII. Rights to Inventions Made Under a Contract or Agreement** (*applicable to contracts for experimental, developmental, or research work projects; 2 CFR §200 Appendix II(f) and 2 CFR §200.315*)

- A. **General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Federal awarding agency.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through the Federal awarding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Proposers Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XIV. Energy Conservation Requirements**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
    - B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- XV. Clean Air and Water Requirements** (*applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year; 2 CFR §200 Appendix II(g)*)
- A. Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
  - B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA regional office.
  - C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal awarding agency.
- XVI. Debarment and Suspension** (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(h)*)
- A. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR §180.220.
  - B. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
  - C. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by the Federal awarding agency. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XVII. Byrd Anti-Lobbying Requirements**

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2 CFR 200, Appendix II(i).
- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by Federal awarding agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **XVIII. Procurement of Recovered Materials (*applicable to all contracts and subcontracts for the procurement of recovered materials; 2 CFR §200 Appendix II(h)*)**

Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as supplemented by the Environmental Protection Agency regulations (40 CFR Part 247).

## **XIX. Incorporation of Uniform Administrative Requirements**

The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the Federal awarding agency's terms and conditions.

**Appendix C**  
**Attachment 1**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

*(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)*

As required by Executive Order 12549 and 12689, Debarment and Suspension, as defined at 2 CFR 200 Appendix II, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 2 CFR 200.

**Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR 200.213, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 2 CFR 200.213, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR 200.213, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Contractor Signature

---

Date

**Appendix C**  
**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**  
*(Certification for Contracts, Grants, Loans, and Cooperative Agreements)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Contractor Signature

Date

**Sourcing Event 0000011278**  
**Attachment 2**  
**Proposer Questionnaire and References**

**Part I**  
**Proposer Information**

Name of Firm:	
Headquarter Address:	
Phone No.:	
Contact Name & Title:	
E-mail:	
SF Supplier ID:	
Federal Tax ID:	
Payment Terms:	
Person Preparing Bid:	
Local Representative Name and Number:	

**Part II**  
**Proposer Questionnaire**

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

### **Part III Proposer References**

All proposers, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful proposer(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of proposal.

1. Name of Company

Address (street, city, state, zip)

Contact Name

Phone No.

Email

Number of Years Providing Service

2. Name of Company

Address (street, city, state, zip)

Contact Name

Phone No.

Email

Number of Years Providing Service

3. Name of Company

Address (street, city, state, zip)

Contact Name

Phone No.

Email

Number of Years Providing Service

**Part IV**  
**Proposer Release of Liability for References**

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for sourcing Event ID SFGOV-0000011278, **AI and Cybersecurity Planning, Training and Exercise** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**Part V.**  
**Proposer Certification of Truth, Accuracy, and Completeness**

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

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**Sourcing Event 0000011278**  
**Attachment 4**  
**Written and Price Proposal Template**

**Instruction to Proposers**

Proposer shall use this document as a template for which to provide their Written and Price Proposal responses. Proposers may not leave responses to questions blank and may not respond to questions with "To be provided upon request," "To be determined," or the like. Proposals that fail to address each of the requested items in this document in a sufficient and complete manner may be deemed Non-Responsive and/or receive zero points.

In order to receive the maximum points, please be sure to follow this format and thoroughly (but concisely) address each section. Indicate clearly where supplemental documents are being provided.

Submission of a proposal will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

All documents submitted in response to this Solicitation are subject to public disclosure. Therefore, please exclude or otherwise identify confidential or proprietary information, as appropriate.

\*\*\*\*\*

Proposers shall submit a complete proposal organized into the following sections containing content that addresses all items articulated below.

## **1. Cover Page**

Proposers shall provide a Cover Page to their proposal, including:

- a. Firm name
- b. Contact person for the RFP (name, title, phone number and e-mail address)
- c. Primary office address and phone number
- d. If applicable, local business address and phone number

## **2. Minimum Qualifications**

MQ 1 - Proposers acknowledge and accept Attachment 1, City's Contract Terms.

MQ 2 - Proposers shall fill out Attachment 2, Proposer Questionnaire and References

MQ 3 - Proposers are required to fill out Attachment #8: Minimum Qualification Statement Form.

## **3. Required Supporting Documents**

Proposers are encouraged to submit all Required Supporting Documentation with the proposal. All remaining documentation must be submitted prior to Award.

- a. Compliance with Article 131 & 132 of San Francisco Labor and Employment Code (formerly Chapter 12B & 12C )
- b. Attachment 6, HCAO and MCO Declaration Form
- c. Attachment 7, First Source Hiring Form
- d. Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.
- e. Non-Profit Entities - Chapter 12 L compliance reporting requirement (if applicable)

## **Written Proposal (80 points)**

### **4. Description of Goods / Services being Provided (5 pages maximum) (42 points)**

Proposer shall provide a narrative description consisting of the full line of goods and/or services being offered in response to this Solicitation, including manufacturer names and product descriptions, if applicable. Proposer must also provide detailed descriptions of how the Proposer will execute the work associated with each task as outlined in this Solicitation. The description for each task should include, as appropriate, the following information:

- a. Understanding of the project objectives
- b. Task-specific approach and associated work elements
- c. Dependencies on / among other tasks (including activities of others and required key information)
- d. Responsible party within the Proposer team
- e. Output / deliverables from the task

- f. Proposed timeline for design, development, conduct, and final deliverables
- g. Effective and innovative methods for performing the proposed services

## **5. Project Team (2 Page Maximum, not including resumes) (20 Points)**

Proposers shall provide a Proposal presenting relevant qualifications for personnel proposed to perform the services outlined in this Solicitation.

- a) **Team Members.** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this Solicitation. Discuss each team member's relevant background and experience in order to demonstrate a strong ability to successfully perform the work.
- b) **Key/Lead Team Members.** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

## **6. Firm Qualifications (2-page maximum) (12 points)**

Proposers shall provide information to demonstrate the Proposer's relevant qualifications including the following:

- a. Expertise of the firm to provide the requested services. Include a brief history/background of the firm, (i.e. number of years in business, list of owners, number of employees, primary service offerings, etc.)
- b. Proven and creative approaches to effectively and efficiently provide services similar to those requested in this Solicitation.
- c. Demonstrated experience in delivering projects of similar size and scope. The Evaluation Panel may consider size and complexity of the project, adherence to schedules, deadlines, budgets, and overall quality of demonstrated projects.
- d. Familiarity with the Bay Area UASI region and working within its diverse communities.

## **7. Desirable Qualifications (2-page maximum) (6 points)**

Proposers shall provide evidence, as available, of the following desirable qualifications for firms and key staff:

- a. Experience with AI threat modeling and AI-driven cybersecurity.
- b. Experience training diverse public safety and infrastructure audiences.
- c. Availability of relevant artificial intelligence focused cybersecurity training.
- d. Experience conducting cybersecurity exercises regarding responsible use of AI and potential vulnerabilities AI brings to the government sector.
- e. Familiarity with Bay Area jurisdictions and cyber resilience infrastructure.

## **Price Proposal (20 Points)**

### **8. Price Proposal (No Page Limit) (20 Points)**

Proposers shall submit a complete Price Proposal consisting of each item set forth below:

- i. Clear, logical, reasonable and detailed budget worksheets by task, subtask, and proposed deliverables.
- ii. Budget narratives that include concise descriptions of proposed costs and the allocated resources to implement the services being rendered by task.
- iii. Indicate if any further discounts are offered, i.e. volume, quantity, prompt payment, etc.
- iv. Discuss why the Proposer believes pricing is fair and reasonable and how it relates to most favored customer pricing.

**Sourcing Event 0000011278**  
**Attachment 6**  
**Health Care Accountability Ordinance (HCAO) &**  
**Minimum Compensation Ordinance (MCO) Declaration Forms**

CITY AND COUNTY OF SAN FRANCISCO

GENERAL SERVICES AGENCY

OFFICE OF LABOR STANDARDS ENFORCEMENT

PATRICK MULLIGAN, DIRECTOR



**Health Care Accountability Ordinance (HCAO) Declaration**

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

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

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

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

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

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

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

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

**Declaration**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Bidder/Supplier # - if known

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

(\_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #

CITY AND COUNTY OF SAN FRANCISCO

GENERAL SERVICES AGENCY

OFFICE OF LABOR STANDARDS ENFORCEMENT

PATRICK MULLIGAN, DIRECTOR



**Minimum Compensation Ordinance (MCO) Declaration**

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

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

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

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

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

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

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

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

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

**Declaration**

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

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

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Signature

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Date

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Print Name

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Bidder/Supplier # - if known

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Company Name

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(      )  
Phone

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Federal Employer ID #

**Sourcing Event 0000011278**  
**Attachment 7**  
**First Source Hiring Form**



This form will be required from Proposers upon award of any contract to the Prequalified Pool. It is not required with your submission to the Request for Qualifications.

Business Name:

Contract ID (If applicable):

Phone:

Date:

Main Contact:

Supplier ID (If applicable):

Email:

Signature: \_\_\_\_\_

Name of Authorized Representative:

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

**Instructions:**

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

**Section 1: Select your Industry:**

<input type="checkbox"/> Admin/Support/Waste Services	<input type="checkbox"/> Food Services	<input type="checkbox"/> Mgmt/Enterprises	<input type="checkbox"/> Transport/Warehouse
<input type="checkbox"/> Agri/Forestry/Fish/Hunt	<input type="checkbox"/> Government	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Utilities
<input type="checkbox"/> Construction	<input type="checkbox"/> Health Care	<input type="checkbox"/> Real Estate/Rental	<input type="checkbox"/> Wholesale Trade
<input type="checkbox"/> Educational Services	<input type="checkbox"/> Info/Tech/Prof	<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Other
<input type="checkbox"/> Finance/Insurance	<input type="checkbox"/> Leisure/Hospitality	<input type="checkbox"/> Social Services	_____

**Section 2: Indicate Industry NAICS code if known:** \_\_\_\_\_

**Section 3: Provide information on all Entry Level Positions:**

Entry level Position Title	Job Description	Number of New Hires	Projected Hiring Date

**Section 4: Select the type of First Source Project:**

<input type="checkbox"/> Contractor	<input type="checkbox"/> Scene in San Francisco Rebate Applicant
<input type="checkbox"/> Subcontractor	<input type="checkbox"/> City Contract (Department) _____
<input type="checkbox"/> City of San Francisco Tenant	<input type="checkbox"/> Cannabis
<input type="checkbox"/> Subtenant	<input type="checkbox"/> Other _____
<input type="checkbox"/> Developer	



## First Source Hiring Program Fact Sheet

### What is the First Source Hiring Program?

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

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

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

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

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

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

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

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

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

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

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

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

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



**Sourcing Event 0000011278**  
**Attachment 8**  
 Minimum Qualification Statement Form

MQ #	Description
<b>MQ #1</b>	Proposer's acknowledgment and acceptance of Attachment 1, City's Contract Terms, by the Proposal Due Date.
<b>MQ #2</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ #3</b>	Proposers must have completed or consulted on at least one Cybersecurity or AI project within the last five (5) years involving planning, training, or exercise development. <i>(For proposers who are submitting proposals for any of the service categories)</i>
<b>MQ #4a Planning</b>	Proposers must provide evidence of performing planning services for at least one relevant cybersecurity or AI project in the past five (5) years. <i>(For proposers who are submitting Service Category 1 – Planning)</i>
<b>MQ #4b Training</b>	Proposers must provide details of delivering at least one training in the Cybersecurity or AI discipline within the past two years. <i>(For proposers who are submitting Service Category 2 – Training)</i>
<b>MQ #4c Exercise</b>	Proposers must provide evidence of at least 1 year of experience applying HSEEP principles to cybersecurity exercise design, conduct, and evaluation. <i>(For proposers who are submitting Service Category 3 – Exercise)</i>

Use the following Project Description Template to demonstrate your firm meets MQ 3. Additionally, based on your qualification and the service categories for which you are submitting a proposal, complete the relevant MQ4a, MQ4b or MQ4c using the same Project Description Template.

Project descriptions are limited to a maximum of one (1) page per project.

## **Project Description Template**

1. Project name: \_\_\_\_\_

2. Client name and contact info: \_\_\_\_\_

3. Dates when the project was performed: \_\_\_\_\_

4. Total Project Cost: \_\_\_\_\_

5. Brief project description:

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6. Proposer's role and responsibilities in the project:

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7. Proposer's performance on delivering the project on schedule and within budget:

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8. Proposer's key staff members who worked on the project:

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**Sourcing Event 0000011278**  
**Attachment 9**  
**Proposed Training Course and Budget Information Sheet**

**COURSE INDICATION PAGE**

**Proposed Course(s)** - Indicate which courses you are submitting proposal for and complete an Attachment 9, Proposed Training Course and Budget Information Sheet for each course:

Proposer must check the box next to the course that they are submitting proposals.

**1. Applied Artificial Intelligence and Machine Learning for Cybersecurity Professionals**

Training Objective: Introduce practical applications of AI and machine learning in cybersecurity, focusing on automating threat detection, anomaly detection, and predictive risk analytics.

**2. AI-Driven Threat Detection and Incident Response**

Training Objective: Learn how artificial intelligence can enhance security operations, streamline incident response, and identify emerging threats using intelligent systems and data modeling.

**3. Cybersecurity Risk Management in the Age of Artificial Intelligence**

Training Objective: Explore how AI technologies influence risk assessment, mitigation strategies, and governance frameworks in modern cybersecurity programs.

**4. Ethical Hacking and AI-Powered Vulnerability Assessment**

Training Objective: In a hands-on environment, examine ethical hacking principles and how AI tools can be used to automate vulnerability scanning, exploit analysis, and remediation prioritization.

**5. Digital Forensics and Data Analytics Using AI Techniques**

Training Objective: Gain practical skills in digital forensics and evidence analysis using AI-based tools for data correlation, pattern recognition, and incident reconstruction.

**6. AI Governance, Privacy, and Ethical Considerations in Cybersecurity**

Training Objective: Focused on responsible AI use, review ethical frameworks, data privacy, accountability, and compliance requirements in AI-enabled security environments.

**7. Adversarial Machine Learning and Defense Strategies**

Training Objective: Learn about AI system vulnerabilities, adversarial attacks, and defense mechanisms to safeguard models from manipulation or exploitation.

**8. Cloud Security and AI-Enabled Access Control**

Training Objective: Review cloud infrastructure protection and explore how AI-driven access management and identity analytics improve cloud security posture.

**9. Open-Source Intelligence (OSINT) and AI for Cyber Threat Intelligence**

Training Objective: Use AI-enhanced OSINT tools to gather, analyze, and interpret public data for actionable cyber threat intelligence and situational awareness.

## **10. Foundations of AI Security and Safe Model Deployment**

Training Objective: Introduce AI system security, covering secure development practices, model integrity, and strategies for deploying AI applications safely and ethically.

Please provide a list of equivalent training courses you are submitting that have different titles but fulfill the same learning objectives as above. For each, indicate the corresponding course number from the original list.

Course Name(s): \_\_\_\_\_

## **PROPOSED TRAINING COURSE AND BUDGET INFORMATION SHEET**

Complete one sheet for each Training Course Proposer is qualified to conduct.

<b>Course Name:</b> <i>List the full title of the course.</i>	
<b>Course Description:</b> <i>Provide a brief description of the course.</i>	
<b>Duration and Course Schedule:</b> <i>List the duration of the course in hours (i.e., 4 hours, 8 hours, 24 hours, etc.). Provide schedule of the course in sufficient detail as to account for all time in the duration of the course.</i>	
<b>Number of Students per Course Delivery:</b> <i>List the maximum number of students that can attend a single delivery of the training course.</i>	Maximum participants:
<b>No. of Instructors and/or Instructor to Student Ratio:</b>	
<b>Customer Provided Equipment:</b> <i>List the equipment the host agency is expected to provide for the training course. (i.e., classroom capable of holding 24 students, access to a training trench, each student to provide 250 rounds of duty ammunition, etc.)</i>	

<p><b>Contractor Provided Equipment:</b></p> <p><i>List the equipment required to deliver the training course that will be provided by the contractor. (I.e., instructor will provide audio/visual kit (projector &amp; laptop), inert training aids, 250 simulation rounds per student, etc.)</i></p>	
<p><b>Materials Provided to Students:</b></p> <p><i>List all materials that will be provided to the students. (I.e., training manuals/guides, individual first aid kits, etc.)</i></p>	
<p><b>Instructor(s) – 20 points:</b></p> <p><i>Provide instructor(s) name and, if applicable, attest to qualifications and certification(s) to teach proposed course. (Instructor names should also be included in Staff Qualification section of the Written Proposal.)</i></p>	

COST Category	DESCRIPTION	PRICE	QTY	AMOUNT
<b>1: Labor</b>	<i>Role - Name (i.e. Course Coordinator – Name)</i>			
	<b>LABOR SUBTOTAL</b>			
	DESCRIPTION	PRICE	AMOUNT	
<b>2: Travel</b>	Flights (departing city)			
	Hotel (# Nights; # Rooms; # Persons)			
	Per diem			
	Car plus Fuel			
	<b>TRAVEL SUBTOTAL</b>			
<i>Travel rates must adhere to GSA rates - <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>.</i>				
	DESCRIPTION	PRICE	QTY	AMOUNT
<b>3: Other Direct Costs</b>	Student Manual			
	Additional Course Documents (i.e. Certificates, Eval Forms, Handouts, etc.) <i>List each provided material separately.</i>			
	Consumables			
	Shipping			
	Other			
	<b>MATERIALS SUBTOTAL</b>			
<i>NOTE: it shall be the responsibility of the training provider to produce and/or provide all training materials including binders, printing, etc.</i>				
<b>TOTAL PRICE</b>				

Cost per student (*Maximum number of Students/Total Price*) = \$ \_\_\_\_\_