City and County of San Francisco

Request for Proposals for

MANUAL CHART ABSTRACTION SERVICES
FOR THE DEPARTMENT OF PUBLIC HEALTH

RFP 40-2018 (Amended)

Date issued: 12/12/18
Letter of Intent Due: 12/24/18
E Question Session Begin: 12/24/18
E Question Session End: 01/03/19
Proposals due: 01/17/19 Noon
Estimated Announcement of Award: January 2019
Estimated Start Date: March 2019
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Attachments:
The following Attachments (A-1, A-2, A-3) are available in three separate zip archives available for download at: the Department of Public Health RFP Center located at: http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp

Click on RFP 40-2018 and follow the instructions.

Attachment 1
Zip archive name: A1.zip
These forms must be completed and submitted with your proposal in order to be considered.
- Letter of Intent.pdf
- CMD Attachment 2.pdf
- Proposal Statement.pdf
- Release of Liability.pdf
- Minimum Qualifications.pdf
- Customer Certifications.pdf
- BudgetForm.xls

Attachment 2
Zip archive name: A2.zip
Forms and steps a qualified firm must submit or complete within 5 working days after the notification of an award.
- MCO Declaration.pdf
- HCAO Declaration.pdf
- Register as a bidder in F$P (for companies that have never done business with the City and County of San Francisco) https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/c/AUC_BIDDER_REGISTRATION.AUC_BIDDER_REGISTRATION.GBL?Action=U&SUP_OB_TEMPLATE_ID=BIDDER
- Register for a Business Tax License http://sftreasurer.org/registration
- Employer Projection of Entry Level Positions rev7-11.pdf (After a contract is awarded)
- Compliance with Chapter 12B Equal Benefits. Once registered please apply on line through the vendor portal (https://sfcitypartner.sfgov.org/vendor/login) for assistance please call (415) 581-2310.

Attachment 3
Zip archive name: A3.zip
For Information Only
- P-600 SERVICES TEMPLATE
- P-540 MAINTENANCE AND HOSTING TEMPLATE (IF APPLICABLE)
- P-545 LICENSE TEMPLATE (IF APPLICABLE)
- P-648 SAAS TEMPLATE (IF APPLICABLE)
- Insurance Requirements
- Business Associate Agreement (04-12-2018).pdf
- Privacy and Security Agreement and All Attachments (06-07-2017)
- SFDPH Security Evaluation
I. Introduction

A. GENERAL

The San Francisco Department of Public Health (SFDPH) is seeking a firm which may be engaged to provide professional services and delivery of as-needed staff and expertise to abstract legacy medical record data and transfer into SFDPH’s instance of Epic.

Under this RFP, Chart Abstraction is defined as: the process of collecting important information from a patient's medical record and transcribing that information into discrete fields or locations within the new EHR. The timeline for delivery must be aligned with the overall Epic EHR implantation timeline, with a planned Go-Live date of August 3, 2019.

The City may use the results of this RFP, at its sole and absolute discretion, for selection of a firm for a term no longer than 9 years including options which may or may not be executed. The City reserves the right to procure services similar or identical to the services specified in this RFP by any other means. No Respondent is guaranteed a contract.

The City reserves the right to issue multiple contracts to multiple firms that are qualified and that submit a proposal. Throughout the course of the contract the City will monitor the performance of the selected vendor in accordance with Departmental monitoring procedures and reserves the right to alternate primary providers for non-performance.

A contract or contract award is not a guarantee of funding for a program or the continuation of services.

B. SCHEDULE

The anticipated schedule for selecting qualified firms is:

<table>
<thead>
<tr>
<th>Schedule of Events</th>
<th>Time</th>
<th>Due Date</th>
<th>Day of Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP notice mailed to vendors</td>
<td>12/12/18</td>
<td>WED</td>
<td></td>
</tr>
<tr>
<td>Publication of RFP</td>
<td>12/12/18</td>
<td>WED</td>
<td></td>
</tr>
<tr>
<td>Letter of Intent (LOI)</td>
<td>12/24/18</td>
<td>MON</td>
<td></td>
</tr>
</tbody>
</table>

The Letter of Intent is mandatory and required in order to submit PROPOSALS.

E-Questions (begin) | 12/24/18 | MON

Only vendors that submitted an LOI by the due date can e-mail questions concerning the specifics of the Program.

E-Questions (end) | 01/03/19 | THU

Submissions Due | 12:00 PM Noon | 01/17/19 | THU

Estimated Dates

Initial Review | 01/17/19 | THU
Technical Review | 01/17/19 | THU
Announcement of Award | January 2019
Contract certification | January 2019
Start Date | March 2019
C. CONTRACTORS UNABLE TO DO BUSINESS WITH THE CITY

1. Generally
   Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample contracts templates included in Attachment 3.

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

II. Statement of Need and Scope of Work

A. STATEMENT OF NEED
   The San Francisco Department of Public Health (SFDPH) is seeking a firm which may be engaged to provide professional services and delivery of as-needed staff and expertise to abstract legacy medical record data and transfer into SFDPH’s instance of Epic. Selected Contractor will work closely with the Office of Health Informatics.
   1. Services must be flexible, scalable and cost effective.
   2. Services must ensure completeness and accuracy.
   3. Services must meet all applicable data standards and healthcare regulatory requirements, including HIPAA.

B. SCOPE OF WORK
   Chart abstraction under this RFP is defined as: the process of collecting important information from a patient’s medical record and transcribing that information into discrete fields or locations within the new EHR. Abstraction services must be done within the United States.

   Findings and Data: To better coordinate data requests and data availability for the services within this RFP, the final selected contractor’s findings and data may be shared by the City with other City Contractors to minimize duplication of efforts and to assist with future projects.

   SFDPH currently estimates that Wave 1 chart abstraction will be needed for 10,000 charts.

   The scope of work may include, but is not limited to the following:
   1. The selected contractor will provide an abstraction team to complete the volume of charts and abstraction scope. Please note: The selected contractor will not extract data
from any City or SFDPH system. SFDPH will provide the source data and all information for charts requiring extraction services.

2. The selected contractor will recommend a staffing model and onboard an abstraction team to accurately and successfully complete the volume of charts and abstraction scope. The staffing model proposed should benefit the City’s current staffing structure. The Respondent must demonstrate that the abstraction team and staff are able to provide 100% accuracy, and successfully complete the volume of charts and abstraction scope. Abstraction services can be provided onsite or remotely. The Respondent should propose the recommended staffing model that is most beneficial to the City’s current environment and City structure.

3. The selected contractor will track abstraction milestones, project status and outcomes, including performance metrics, error rates, and a plan for continuous improvement throughout the duration of chart abstraction services. Payment to selected contractor will be based on the number of charts abstracted at 100% accuracy. Accuracy will be verified with the selected contractor’s proposed methodology approved by the City.

4. The selected contractor must provide validation on abstracting accuracy for information obtained and entered, inclusive of quality of abstracting, data content that was abstracted and accuracy of data entry.

5. Abstraction data areas may include, but not limited to the Abstraction Data Area table below:

**Abstraction Data Areas**

| **PROBLEM LIST**       | • Since these will be imported via HL7 for majority of patients, this mostly involves abstracting the text associated with the problem into the appropriate ICD-10 problem-specific note.  
                         | • For small number of patients, it may involve abstracting without the problem list being pre-populated with ICD-10 conversion. |
|------------------------|---------------------------------------------------------------------------------------------------------------|
| **MEDICAL HISTORY**    | Abstracting text                                                                                             |
| **FAMILY HISTORY**     | Abstracting text                                                                                             |
| **SOCIAL HISTORY**     | Abstracting text                                                                                             |
| **SURGICAL HISTORY**   | Abstracting text                                                                                             |
| **FUTURE ORDERS**      | Abstracting text                                                                                             |
| **STANDING ORDERS**    | Abstracting text                                                                                             |
| **OB HISTORY**         | 1st and 2nd trimester information                                                                           |
| **ANTICOAGULATION EPISODES** | Abstraction of text in systems, including but not limited to relevant EHR, ECW and Avatar systems summarizing anticoagulation indications and relevant history |
C. PROPOSED STAFF REQUIREMENTS

Contractor must possess all licenses and/or permits necessary to provide the services specified and as required by the laws of the United States, the State of California, and the City and County of San Francisco.

Respondents to list the initial team of staff members being proposed to fulfill the Scope of Work in Section 2 of this RFP. The submission should include each staff members’ level of effort, title, role, level of medical expertise (ie. LVN, RN, Coder, Physician), availability, length of duration with proposed firm, possible start date for the project, and location of the staffs’ office. Briefly summarize their qualifications, experience, and education in providing services comparable to those requested under this RFP. Please attach staff resumes for each proposed role. If the Contractor is unable to match the rates as proposed in this RFP, the City reserves the right to select alternative firms.

All Proposal components, including but not limited to resumes, rate sheets, and proposal narratives, may be subject to public disclosure.

Qualified Respondents may be subject to reference checks and/or interviews prior to SFDPH selection for contract negotiations. SFDPH may confirm experience or firm qualifications, to verify the quality of staffing provided to prior engagements, adherence to schedules/budgets, problem-solving capabilities, project management capabilities, and the quality of deliverables and outcomes. Please see Attachment A-1.zip, Release of Liability.

The Department of Public Health, City and County of San Francisco, shall maintain the exclusive right, through its agents, to approve or disapprove of any person or persons sent by the contract vendor in response to orders of services.

D. TIMELINE

Wave 1 Chart Abstraction must be completed by July 15, 2019. This engagement is expected to be approximately 4 years beginning in January 2019 and estimated to be completed in December 2022. Start and Finish Dates are deemed Critical Milestones for purposes of assessment of Liquidated Damages.

SFDPH plans to implement the new Epic EHR in three waves. SFDPH is currently requesting chart abstraction services to support one Go-Live, Wave 1.
Wave 1: SFDPH current expects a volume of 10,000 charts, including preparation for Epic Go-Live on August 3, 2019. Wave 1 Chart Abstraction must be completed by July 15, 2019.

Wave 2 and 3: Volume and timeline estimates for Waves 2 and 3 is unavailable at this time and will be determined on a later date. Vendors may include optional services for Waves 2 and 3 as part of the proposal submission (Please clearly identify optional services and costs related to Waves 2 and 3 in your submission, optional items will not be scored.) Department reserves the right to procure optional services on a similar deliverable based schedule as Wave 1.

E. CONTRACTOR TASKS
The selected contractor is tasked with the following, as appropriate and as directed by the City.

1) SFDPH EHR Project Management Structure Participation
   a. In collaboration with SFDPH, provide a draft and finalize a project plan to the Office of Health Informatics according to the EHR PMO standards.
   b. Provide weekly completion reports of key chart abstraction metrics.
   c. Provide final reports to document completion of each Vendor Work Task listed in Section B.
   d. Track and resolve risk and issue management in collaboration with the Office of Health Informatics.

2) Contractor Staffing
   a. Identify, screen, and hire appropriate roles to staff the project.
   b. All candidates shall meet the requirements laid out in Section C: Proposed Staff Requirements above.

F. REQUIRED DELIVERABLES
   1) Project Plan
   2) Proposed Staffing Roles and Team Structure
   3) Weekly Status Reports and Daily Completion Reports
   4) Completion of All Chart Abstraction and a Final Report

G. SCOPE OF WORK RESPONSE
   1) The Respondent must include a narrative describing the firm’s approach, plans, suggestions, to all items listed in Section II.
III. Minimum Qualifications Requirements

A Proposal that does not satisfy minimum qualifications below will be deemed non-responsive and will not be scored.

A. Mandatory Engagement References - The Proposer must submit 3 distinct customer reference engagements that meet the following:
   1. Provided successful abstraction of legacy medical record data and transfer into Epic within the last five (5) years, completing abstraction in the chart area as defined in Section II, Item B, 5, Abstraction Data Areas.

   If a customer refuses to sign a customer certification form, the respondent must include valid contact information for The City to contact and verify services indicated above. The City will only attempt to contact the listed customer contact three (3) times. The City reserves the right to reject, disqualify, and/or deem non-responsive any Proposer who submits invalid customer contact, or if the customer contact is non responsive or unreachable.

B. Mandatory Proposed Team Experience
   1. All proposed staff must be available during the specified time period based on the timeline proposed by the City.
   2. All project lead/management role must have participated in a least one of the reference engagements of the firm.
   3. All proposed staff must have participated in a previous engagement with the firm and have familiarity with common medical terminology found in patient charts

C. Mandatory Contract Requirements
   1. The Respondent must submit a Letter of Intent by the due date.
   2. The Respondent will comply with the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) Please see Section VIII, Item N, Local Business Enterprise.
   3. The Respondent must submit a new set of CMD Attachment 2 form (Attachment A-1)

IV. Desired Qualifications
   1. The Respondent has recent experience abstracting legacy medical record data from eClinicalWork.
V. Proposal Content

Proposers must submit the following information, in the order specified below. Only those Proposals that have satisfied the Minimum Qualifications will be evaluated.

A. **FIRM QUALIFICATIONS RESPONSE**

Please provide the following firm qualifications:

1. Name, address, and telephone number of a contact person
2. A brief description of your firm, as well as how any joint venture or association would be structured

B. **STAFF EXPERIENCE RESPONSE**

1. Respondents must list and provide the resumes of the team of staff members being proposed to fulfill the Scope of Work in Section II of this RFP.
2. Resumes should include each staff members’ level of effort, title, role, level of medical expertise (ie. LVN, RN, Coder, Physician), availability, length of duration with proposed firm, possible start date for the project, and location of the staffs’ office.
3. Briefly summarize their qualifications, experience, and education in providing services comparable to those requested under this RFP.

C. **SCOPE OF WORK RESPONSE**

1. The Respondent must include a narrative describing the firm’s approach, plans, recommendations to all items listed in Section II.

D. **DELIVERABLES AND ACCEPTANCE CRITERIA RESPONSE**

1. The Respondent must submit a narrative on how the firm will accomplish all Vendor Deliverables in the chart below for the duration of the Chart Abstraction Services. All deliverables listed are “as appropriate,” but are generally what the city expects vendor to deliver with the Scope of Work.

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverable</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Plan</td>
<td>Vendor and City have the necessary review of the project plan to validate timeline, scope, and responsible party and dependencies.</td>
</tr>
<tr>
<td>2</td>
<td>Proposed Staffing Roles and Team Structure</td>
<td>Vendor and City have completed the necessary review of the proposed staffing roles and team structure, validating that it meets the needs defined in this document.</td>
</tr>
<tr>
<td>3</td>
<td>Weekly Status Reports and Daily Completion Reports</td>
<td>Vendor and City have completed the necessary review of the status reports, ensuring that they accurately reflect the work completed, include any issues discussed with SFDPH, and confirm the accuracy of chart abstraction services.</td>
</tr>
<tr>
<td>4</td>
<td>Completion of All Chart Abstraction and a Final Report</td>
<td>Vendor and City have completed the necessary review and proper documentation to show completion of all chart abstraction as described in the Scope of Work, including a final report to SFDPH validating accuracy and completion.</td>
</tr>
</tbody>
</table>
E. **BUDGET / RATE RESPONSE**

Respondent must submit a deliverable based budget comprised of all the items listed in Section II. Please complete the Budget Form in Attachment I. The maximum number of possible points will be awarded to the proposal with the lowest cost. All other proposals will be compared to the lowest cost, and points will be awarded accordingly.

<table>
<thead>
<tr>
<th>Deliverable Base Budget (Chart)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Scored:</strong> The respondent will propose an all-inclusive cost in the Budget Template, comprised of all items listed in Section II.</td>
</tr>
<tr>
<td><strong>2. Not Scored:</strong> Additional chart abstractions for Wave 1, Wave 2 and Wave 3 are optional, and may or may not be executed by The City.</td>
</tr>
<tr>
<td><strong>3. Travel:</strong> The City does not anticipate any separate travel costs associated with this RFP. If The City approves of needed travel costs, travel expenses will be reimbursed for the actual cost incurred up to the publish CONUS rate[^1] in effect at the time of contract.</td>
</tr>
</tbody>
</table>

F. **TIME AND PLACE FOR SUBMISSION OF PROPOSALS**

Proposals must be received by **12:00 p.m., on 01/17/2019**. Proposals that are submitted by fax or email will NOT be accepted. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

Joanna Li  
San Francisco Department of Public Health  
Office of Contracts Management  
101 Grove St. Rm. 410  
San Francisco, CA  94102  
Phone (415) 554-2784; FAX (415) 554-2555

**FORMAT**

Proposers shall submit:

[5] copies of the proposal, clearly marked “RFP 40-2018 COPY”  

All items to be delivered to the above location. As stated above, Proposals that are submitted by fax or email will NOT be accepted. Late submissions will not be considered.

**HARDCOPY**

Place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

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

The proposals may be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the qualifications generally in accordance with the criteria itemized below. Up to 3 of the firms with the highest scoring proposals may be interviewed for a final selection. At any time during the evaluation process, the City may require a firm to provide oral or written clarification of its submission.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
</table>
| **Screening of Minimum Qualifications (All items in Section III)**  
_Proposals will only be evaluated if minimum qualifications are met._ | Pass/Fail |
| **Firm Qualifications and Staff Experience Response**  
a) Proposer’s capacity and resources to provide the services under this RFP.  
b) Proposer’s depth and relevance of experience providing services comparable to those requested under this RFP.  
c) Clarity and appropriateness of proposed staffing structure.  
d) Appropriateness of proposed staff roles and responsibilities.  
e) Demonstrated experience in services comparable to those requested under this RFP.  
f) Applicability of proposed staff qualifications, experience and education. | 20 |
| **Scope of Work Response**  
a) Clarity and appropriateness of proposed approach, plan and suggestions to all listed items in Section B.  
b) Proposer’s capacity and resources to provide the services under this RFP.  
c) Proposer’s depth and relevance of experience providing services comparable to those requested under this RFP.  
d) Applicability of proposed staff qualifications, experience and education. | 30 |
| **Project Cost**  
The maximum number of possible points will be awarded to the proposal with the lowest cost. All other proposals will be compared to the lowest cost, and points will be awarded accordingly. | 50 |
| **Bidder Rating Discount**  
As established in CMD attachment 2 in Attachment A-1 (Part II, Section 2.01, Item B; Page 5) | 10 |
| **TOTAL AVAILABLE POINTS** | **110** |
Optional Oral Interviews
Following the evaluation of the written proposals and price proposals, both scores 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. The 3 proposers receiving the highest scores will be invited to an oral interview. The City will determine the format and the scoring criteria to be used during the interview. The interview will consist of either or both standard questions asked of each of the proposers, and may include questions of clarification for specific proposals. The selection panel will evaluate each proposer based on their presentation and/or responses. After the oral interview, the City will combine all scores, rank the proposers and select the highest ranked proposer to enter into agreement with. If interviews are conducted, they will be worth 100 points based on a set of criteria established following review of written proposals. The 100 points possible awarded for interviews will be added to the 100 possible points awarded during the Proposal Evaluation process for a total of 210 points.

VII. E-Question Session and Contract Award

A. E-QUESTION SESSION

Firms can e-mail questions concerning the specifics of any of the service categories. The E-Question session shall begin **12/24/2018** and run through **01/03/2019**. The questions will be answered by program staff. This is the only opportunity vendors can ask direct programmatic questions of the Departmental staff. All questions are to be directed to the following e-mail address: Joanna.Li@sfdph.org.

B. CONTRACT AWARD

The Department reserves the right to issue multiple contracts to multiple firms that are qualified that submit a proposal. No Contractor is guaranteed work. The Department shall request resources acting in its sole discretion.

Throughout the course of the contract the Department will monitor the performance of the Contractors to whom contracts have been awarded and reserves the right, acting in its sole discretion, to promote and/or demote Contractors designation as Primary and/or Backup.

The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, The Department of Public Health in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VIII. Terms and Conditions for Receipt of Proposals

A. ERRORS AND OMISSIONS IN RFP

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

B. INQUIRIES REGARDING RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Joanna Li  
San Francisco Department of Public Health  
Office of Contracts Management  
101 Grove St. Rm. 410  
San Francisco, CA 94102  
Phone (415) 554-2818; FAX (415) 554-2555  
Joanna.Li@sfdph.org

C. OBJECTIONS TO RFP TERMS

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. CHANGE NOTICES

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department 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 Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: http://mission.sfgov.org/OCABidPublication.

E. TERM OF PROPOSAL

Submission of a proposal signifies that the proposed services and prices are valid for 365 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 365 day period in the circumstance of extended negotiations.

F. REVISION OF 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 the proposal due date.

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 Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. ERRORS AND OMISSIONS IN PROPOSAL

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

H. FINANCIAL RESPONSIBILITY

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

I. PROPOSER’S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

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

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

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

- The officer’s re-election campaign
- A Proposer for that officer’s office
- A committee controlled by the officer or Proposer.

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

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

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

3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

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

J. SUNSHINE ORDINANCE

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

K. PUBLIC ACCESS TO MEETINGS AND RECORDS

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

L. RESERVATIONS OF RIGHTS BY THE CITY

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to 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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. NO WAIVER

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

N. LOCAL BUSINESS ENTERPRISE GOALS AND OUTREACH

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

Each solicitation process (RFP) requires a new submittal of CMD Attachment 2 forms at the following link, located under the heading “Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”: http://www.sfgsa.org/index.aspx?page=6135

- Form 2A-CMD Contract Participation Form
- Form 2B- CMD “Good Faith Outreach” Requirements Form
- Form 3- CMD Non-Discrimination Affidavit
- Form 4- CMD Joint Venture Form (if applicable), and
- Form 5- CMD Employment Form

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

If these forms are not returned with the response, the response may be determined to be non-responsive and may be rejected.

1. Local Business Enterprise Goals and Outreach

Notice: RFP 40-2018 HAS A MANDATORY 5% LOCAL BUSINESS ENTERPRISE (LBE) SUBCONTRACTING REQUIREMENT FOR ALL RESULTING CONTRACTS FROM THIS RF.

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this solicitation. More information regarding these requirements can be found at: http://www.sfgov.org/cmd

2. LBE Sub-consultant Participation Requirement

The LBE sub-consulting goal is 5% (FIVE PERCENT) of the total value of the goods and/or services to be procured. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco. Please refer to San Francisco Administrative Code Chapter 14B and CMD Attachment 2 for information concerning the City's LBE program.

3. Link to LBE Sub-consultant Directory

This link takes you to a directory of current Local Business Enterprises. http://mission.sfgov.org/hrc_certification/
4. Good Faith Outreach to Select LBE Sub-consultants
Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the response. LBEs identified as sub-consultants must be certified with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

5. Documentation of Good Faith Outreach Efforts
In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Respondent shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Qualifications which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract.

Note: If the Respondent meets/ exceeds LBE participation by 35% (i.e. 6.75% LBE participation for this contract), Good Faith Outreach documentation is not required.

6. LBE Participation and Rating Bonuses
The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

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

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

a) Contracts with an Estimated Cost in Excess of $10,000 and Less Than or Equal To $400,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.

b) Contracts with an Estimated Cost in Excess of $400,000 and Less Than or Equal To $10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

c) Contracts with an Estimated Cost In Excess of $10,000,000 and Less Than or Equal To $20,000,000. A 2% rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.

d) The rating bonus for a Joint Venture ("JV") with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of $10,000 and Less Than or Equal to $10,000,000:
   i. 10% for each JV among Small and/or Micro LBE prime proposers.
   ii. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.
   iii. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
   iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
   e) The rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed $20 million.

THE RATING BONUS/BID DISCOUNT DOES NOT APPLY FOR CONTRACTS ESTIMATED BY THE CONTRACT AWARDING AUTHORITY TO EXCEED $20 MILLION.

8. CMD Contact

If you have questions concerning the CMD Forms, and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call:

Ian Fernando, CMD Contract Compliance Officer at 415-581-2307
IX. City Contract Requirements

A. STANDARD CONTRACT PROVISIONS

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Attachment A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages. Successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services or other applicable standard City agreement, contained in Attachment A-3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. NONDISCRIMINATION IN CONTRACTS AND BENEFITS

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

C. MINIMUM COMPENSATION ORDINANCE (MCO)

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

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)

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

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

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

F. CONFLICTS OF INTEREST

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

G. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR will:

1. [ ] Do at least one or more of the following:

   A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or

   B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

For purposes of this Agreement, Contractor is a Business Associate of CITY/SFDPH, as defined under HIPAA. Contractor must comply with and complete the following attached documents, incorporated to this Agreement as though fully set forth herein:

a. Appendix E SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ___ NOT do any of the activities listed above in subsection 1;
   Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

H. PROTECTED HEALTH INFORMATION

Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

I. FEDERAL AND STATE FINANCIAL PARTICIPATION

Contractor acknowledges that some or all of the items, products, or services that Contractor furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Contractor certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Contractor shall notify City, as provided in the Notice to Parties Section of the standard City template contract, within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement.

Contractor agrees to indemnify and hold harmless City and City’s officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys’ fees) arising from the exclusion, suspension, ineligibility, or other sanction of Contractor and/or Contractor’s workforce (including those who oversee Contractor’s workforce,
supervisors and governing body members) from participation in any Federal or State assistance program.

J. INSURANCE REQUIREMENTS

Upon award of contract, Contractor shall furnish to the City a Certificate of Insurance and Additional Insured Endorsements stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City. (Requirements are listed in Attachment A-3 and are available for download at the Departments RFP/Q center http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp

K. NOTES ON CHAPTER 12B: NONDISCRIMINATION IN CONTRACTS (EQUAL BENEFITS OR DOMESTIC PARTNERS ORDINANCE)

Effective June 1, 1997 the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item A, or visit the Contract Monitoring Divisions Internet site at www.sfCMD.org.

L. VENDOR CREDENTIALING AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL.

It is the policy of Zuckerberg San Francisco General Hospital to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFGH is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFGH personnel. However, the primary objective of ZSFGH is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR’s that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES". Before visiting any ZSFGH facilities, it is required that a HCIR create a profile with "VendorMate." VendorMate is the company that manages the credentialing process of policy 16.27 for ZSFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to https://sfdph.vendormate.com for details.

M. BECOMING A CITY VENDOR. COMPLIANCE FORMS.

Proposer shall be in compliance with City Vendor requirements in order to sign the City Contract and it is strongly suggested that proposers begin compliance immediately at the time of responding to this RFP or no later than the notice of award from the Department. In order to become a City Vendor you must submit the forms listed in attachment 2 and register at the following https://sfcitypartner.sfgov.org/Vendor.

The Office of Contract Management and Compliance will be available to assist with the City Vendor Compliance process. In addition, Contractor shall agree to the City contract in form, provide services as needed by the City, and complete all Vendor requirements.
X. Protest Procedures

A. PROTEST OF NON-RESPONSIVENESS DETERMINATION

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

B. PROTEST OF NON-RESPONSIBLE DETERMINATION

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

C. PROTEST OF CONTRACT AWARD

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

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

D. DELIVERY OF PROTEST

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

Director of Contract Management and Compliance
101 Grove St, Rm. 410
San Francisco, CA  94102
Fax number (415) 554-2555