

AWARD
Official Advertising and Clearinghouse Services
For the Term **August 1, 2014** through **June 30, 2015**

COMPANY INFORMATION

WARNING

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company: Daily Journal Corporation

Address: P.O. Box 54026

City, State, Zip: Los Angeles, CA 90054-0026

Contact: Ari Gutierrez

Telephone Number: (415) 296-2456

E-mail: Ari_Gutierrez@DailyJournal.com

Company Representative: Ari Gutierrez

To request service: Phone: (213) 229-5530
Toll Free: (800) 788-7840 x 5532

24-Hour Emergency Number: (213) 220-5530

Facility Location: 915 East First Street
Los Angeles, CA 90012

Business Hours: 9:00 a.m. – 5:00 p.m.

Monday through Friday

Payment Terms: N30

Vendor Number: 06031

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Name of Company: San Francisco Chronicle

Address: 901 Mission Street

City, State, Zip: San Francisco, CA 94103

Contact: Diane FitzGibbon

Telephone Number: (415) 777-7825

Fax Number: (415) 348-3081

E-mail: DFitzgibbon@SFChronicle.com

Company Representative: Lori Gomez

To request service:

Phone: (415) 777-6024

E-mail: LGomez@SFChronicle.com

24-Hour Emergency Number: n/a

Facility Location: 901 Mission Street
San Francisco, CA 94103

Business Hours: 8:30 a.m. – 5:00 p.m.

Monday through Friday

Payment Terms: 2%N30

Vendor Number: 56540

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Name of Company: San Francisco Print Media Co. (The Examiner)

Address: 225 Bush Street, 17th Floor
City, State, Zip: San Francisco, CA 94104

Contact: Clayton Lamb/Kristen Lindstrom

Telephone Number: (415) 359-2678

Fax Number: (415) 359-2626

E-mail: KLindstrom@SFExaminer.com

Company Representative: Kristen Lindstrom

To request service: Phone: **(415) 359-2678**
Fax: (415) 359-2626
Toll Free: (415) 359-2678

24-Hour Emergency Number: (360) 704-0439

Facility Location: 1201 Evans Avenue
San Francisco, CA 94124

Business Hours: 9:00 a.m. – 5:00 p.m.

Monday through Friday

Payment Terms: 1%N10

Vendor Number: 93802

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COMPANY INFORMATION

Daily Journal Corporation

Term: August 1, 2014 through June 30, 2015

Item No.	Bid Items	Ad Sample A (price per line per day)	Ad Sample B (price per line per day)
3.	Clearinghouse Service: Commission Rate (for Clearinghouse only)	15%	15%

San Francisco Chronicle

Term: August 1, 2014 through December 31, 2014

Item No.	Bid Items	Ad Sample A (price per line per day)	Ad Sample B (price per line per day)
1.	Official Advertising: Monday – Saturday (using Clearinghouse services)	\$ 4.99	\$ 4.99
2.	Official Advertising: Sunday (using Clearinghouse services)	\$ 4.99	\$ 4.99

San Francisco Print Media Co. (The Examiner)

Term: January 1, 2015 through June 30, 2015

Item No.	Bid Items	Ad Sample A (price per line per day)	Ad Sample B (price per line per day)
1.	Official Advertising: Monday – Saturday (using Clearinghouse services)	\$ 3.75	\$ 3.75
2.	Official Advertising: Sunday (using Clearinghouse services)	\$3.75	\$ 3.75

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Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

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

TERMS RELATED TO BIDDING

1. When Bids are Due; Bid Opening Procedures

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the bid page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

2. Articles Furnished

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

3. Reserved (Bidding on Separate Services and in the Aggregate)

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BID AND CONTRACT CONDITIONS

4. Prices

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

5. Awards; Rejection of Bids

Purchasing may make awards on one, some or all services in a bid. Purchasing reserves the right to reject any and all bids.

6. Cash Discounts; Terms of Payment

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid. Cash discounts are encouraged and must meet the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion of all services on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such services, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.
- The discount will be deducted from the invoice amount in accordance with the provisions above, unless the bid states the discount is not available. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

7. Sunshine Ordinance

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

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TERMS RELATED TO THE CONTRACT

8. Contract Interpretation: Choice of Law/Venue; Assignment

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

9. Hold Harmless and Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

10. Failure to Deliver

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this Contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

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11. Budget and Fiscal Provisions

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

12. Default; Remedies

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

By agreeing to this Contract, Contractor agrees that for each instance of a missed or misplaced advertisement, City shall have the right to claim damages in the amount of \$500 from the parties or parties at fault. Responsibilities of the Official Newspaper, Clearinghouse Services and the City are listed in Term 64 of the contract, "Scope of Services to be Performed" and the procedures are listed in detail as Appendix G "Official Advertising Schedule and Double Check Procedure". Missed or misplaced advertisements will result in actual damages that will be impractical or difficult to determine. Contractor agrees that the sum of \$500 for each instance is not a penalty, but is a reasonable estimate of the loss that City will incur based upon the employee time and resources devoted to rescheduling public notices, public meetings, agenda item votes and meeting minutes.

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13. Termination for Convenience

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

14. Guaranteed Maximum Costs

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

15. Taxes

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

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

16. Use of City Opinion

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this Contract without prior written permission of Purchasing.

17. Nondiscrimination; Penalties

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

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- B. Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- C. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.
- D. Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).
- E. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

18. Local Business Enterprise Utilization; Liquidated Damages

- A. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's

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willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

- (1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

19. MacBride Principles – Northern Ireland

Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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20. Tropical Hardwood and Virgin Redwood Ban

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

21. Resource Conservation

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

22. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

23. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR

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INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

24. Drug-Free Workplace Policy

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

25. Compliance with Americans with Disabilities Act

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

26. Compliance with Laws

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

27. Bid Protests

Bid protests for purchases of Services in excess of \$50,000 shall be submitted and responded to in accordance with Regulation 21.3(i) of the San Francisco Administrative Code, Chapter 21.

28. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for

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the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

End of Bid and Contract Conditions

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

29. Contract Term

The contract period shall be for **twelve (12)** months. The initial term of this contract is the period from award execution date, approximately **July 1, 2014**, or the above-stated term date, whichever is later, through the last day of the month of a **12** consecutive month period.

30. Reserved (Contract Extension).

31. Reserved (Toll-Free Telephone Number).

32. Reserved (Cooperative agreement).

33. Reserved (LBE ordinance).

34. Reserved (Claim for preference).

35. Reserved (LBE bid discount; brokerage services).

36. Reserved (Chapter 14B requirements).

37. Audit and Inspection of Records

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

38. Conflict of Interest

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

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39. Non-Waiver of Rights

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

40. Contractor's Default

If Contractor fails to fulfill its obligations under this Contract Proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 12 or (c) exercise any other legal or equitable remedy.

41. Bankruptcy

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

42. Reserved (Proprietary information of City).

43. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

44. Reports by Contractor

Ninety (90) days before the expiration date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the first eight months of the contract. The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this Contract; and (2) total quantity and dollar value of each service ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract.

Contractor shall send the reports to:
Deirdre Darley, Senior Purchaser
Re: Term Contract No. **95440**
City and County of San Francisco

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

45. Notice to Parties

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

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

46. Subcontracting

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

47. Independent Contractor

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

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48. Severability

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

49. Emergency – Priority 1 Service

In case of an emergency that affects the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

50. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
- (6) Set the term of the requirements.

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- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
 - (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
 - (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.
- C. Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- D. Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
- E. Liquidated Damages.** Contractor agrees:
- (1) To be liable to the City for liquidated damages as provided in this section;
 - (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
 - (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
 - (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

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- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.
- F. Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

51A. Reserved (Prevailing rate of wages required)

51B. Minimum Compensation Ordinance ("MCO")

- A. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's

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obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

- B. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.
- C. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- D. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- E. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.
- F. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- G. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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- H. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- I. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

52. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- A. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- B. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.
- C. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- D. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on

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the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

- E. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- F. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- G. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- H. Contractor shall keep itself informed of the current requirements of the HCAO.
- I. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- J. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- K. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- L. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- M. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

53. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

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- A. Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times:
- (1) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question);
 - (2) promptly after any Eligible Employee is hired by Contractor; and
 - (3) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- B. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- C. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

54. Limitations on Contributions

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

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55. Prohibition on Political Activity with City Funds

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

56. Preservative-Treated Wood Containing Arsenic

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

57. 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.

58. Not used

59. Protection of Private Information

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

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Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

60. Not Used (Graffiti Removal)

61. Modification of contract

This Contract 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 Contract.

End General Conditions

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62. Purpose

The purposes of this contract are: (1) to provide the hardcopy publication of official notices and other notices for the City, which shall be published in the Official Notices section of the advertising section of the newspaper; and (2) to provide the services of a clearinghouse which the City may use to place ads in the official newspaper.

63. Pre-bid conference. Pre-bid Conferences will be held as follows:

A. For Outreach Newspapers:

Location: City Hall, Room 431A
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Date and Time: Tuesday, May 13, 2014 at 10:00 a.m.

B. For Clearinghouse:

Location: City Hall, Room 431A
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Date and Time: Tuesday, May 13, 2014 at 10:00 a.m.

Although not mandatory, attendance is strongly urged for all prospective bidders on this contract.

NOTE: Please bring a copy of this contract proposal to the Pre-bid Conference.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or email at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Deirdre Darley, Senior Purchaser
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
E-Mail Address: Deirdre.Darley@sfgov.org

Please reference Contract Proposal No. **95440** and either “Official Advertising” or “Official Clearinghouse” in the Subject line.

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The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Bid Addendum. It's the responsibility of the bidder to check for any Bid Addendum, which will be posted on the City's Bids and Contract Website:

<http://mission.sfgov.org/OCABidPublication>

64. Scope of services to be performed.

A. Official Newspaper

- (1) Contractor will publish official notices as submitted by the City either directly to the official newspaper or through a clearinghouse. Official Notices must be listed in the index on the front page of the paper, or at the beginning of the classified section, or both.
- (2) Newspapers must verify in their copy notice and proof of publications that Official Notices are included in each and every edition of the paper for a particular day, including, but not limited to, all versions of Sunday's paper, and any versions which may be titled as a Sunday paper regardless of version or distribution.
- (3) It shall be the Contractor's/newspaper's responsibility to ensure all employees are properly and continually trained on Official Advertising procedures, scheduling and deadlines.

B. Clearinghouse

- (1) Contractor will make available to the City a method of submitting ad copy via the Internet, which can include e-mail as an alternative to an Internet portal.
- (2) Contractor will furnish the City a copy notice within two (2) hours of the publication deadline.
- (3) For notices submitted by the Clerk of the Board of Supervisors, contractor will provide tear sheets to the Clerk's Office every day of publication by 9:00 a.m. to ensure published notice requirements were met and meeting may take place.
- (4) Contractor will provide invoice and original Proof of Publication to the Clerk of the Board of Supervisors and other City Departments as required.
- (5) Contractor must provide holiday schedule deadlines at least two (2) weeks prior to the holiday.

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- (6) Contractor must provide emergency contact during weekends and non-business hours.
- (7) It shall be the Contractor's/clearinghouse responsibility to ensure all employees are properly and continually trained on Official Advertising procedures, scheduling and deadlines.

65. Questions, Protests

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

66. Reserved (Compliance with regulations)

67. Bidder's Qualifications

A. Official Newspaper

- (1) **Frequency of Publication.** Bidder must be able to place advertising for two (2) or more consecutive days at a time.
- (2) **Newspaper sample.** The City reserves the right to request one sample of each day's newspaper published during two weeks preceding the bid opening date. Failure to submit the newspaper issues upon request may result in the rejection of bid. Do not submit these samples until requested to do so.
- (3) **Plant and Equipment.** In addition to the above requirements for submitting specific newspaper samples, every bidder shall be required, if requested, to present satisfactory evidence to the Purchasing Division that it has adequate plant, equipment and competent personnel located in the City, to fulfill contractual obligation within the time specified. Purchasing reserves the right to reject a bid made by any bidder unable to meet these requirements.
- (4) **General Circulation and Adjudication.** Purchasing will apply the definitions contained in the City's Charter, the City's Administrative Code, California codes, or any other appropriate legal source defining this segment of the City's legal requirement for its official advertising publication. Bids will be considered only from newspapers of General Circulation which have been adjudicated as such by the City and County of San Francisco Superior Court. A copy of the decree of such adjudication should be furnished with the bid.
- (5) **Circulation.** Bidders must establish they have a bona fide circulation of at least 50,000 copies per calendar week. To substantiate its circulation, bidder will submit with bid, its most recent circulation audit report issued prior to bid opening date. The audit report must cover a period of established and verified circulation of at least six months. If this audit report was

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issued more than six months prior to bid opening date, then bidder will also submit from the same audit firm (on their letterhead) a certification signed by an officer of the same audit firm stating that the audit firm is not aware of any reduced circulation or anticipated reduction which cause bidder's newspaper circulation to fall below 50,000 copies per calendar week.

Pursuant to Administrative Code Section 2.81(b)(3), the circulation calculation for Item 1 shall be calculated by adding the total number of newspaper copies delivered to homes in the City for all days of a one-week period, and for Item 2, circulation shall be calculated by adding the total number of newspaper copies delivered to homes in the City for any three days of a one-week period.

In addition to the above bona fide circulation requirements, the audit report should also cover a period of established and verified circulation of home deliveries in San Francisco of at least six months. If the audit firm cannot provide the circulation of newspapers of home deliveries, then bidder should submit another source of information verifying the number of home delivered newspapers in San Francisco. The "Official Advertising: Declaration re: Home Deliveries" (Attachment D, Form P-17) is also required.

If bidder information is insufficient, Purchasing may request additional information. Purchasing will have the right to accept or reject submittals provided by the bidders.

Audit reports from the following audit firms will be acceptable:

- Audit Bureau of Circulation (Schaumburg, IL)
- Certified Audit of Circulation (Hackensack, NJ)
- Verified Audit Circulation Co. (Marina del Ray, CA)

(6) Meet Requirements for at least Four Weeks. Each bidder must establish that it has met all minimum requirements listed in this proposal for at least four full weeks prior to bid opening.

B. Clearinghouse. The clearinghouse must have provided the services described in Special Condition 64.B above to a state, county or governmental agency, for at least three (3) consecutive years prior to the bid due date.

68. Definitions. The following definitions apply to this contract:

From Section 2.80-1 of the San Francisco Administrative Code

A. Official Newspaper. Section 2.80-1(a) San Francisco Administrative Code defines the official newspaper or newspapers as "a newspaper of general circulation published for the dissemination of local or telegraphic news and intelligence of general character, which has a bona fide circulation of at least 50,000 copies per calendar week and which is printed in the City on three or more days in a calendar week.

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B. Type of official advertising.

(1) Consecutive-day advertising

- a. Required by law to be published on two or more consecutive days, or
- b. Required to be published in accordance with the Charter Sections 2.200 and 2.201 for special meetings of the Board of Supervisors and its standing or special committees.

(2) Non-consecutive-day advertising

- a. Required by law to be published one time (except the advertising noted in the second bullet above); or
- b. Required by law to be published more than one time but not more than three times a week for a specified number of weeks.

C. Other Advertising. From time to time, departments may wish to advertise bids or other events that are not required by law to be advertised and thus do not qualify as “official advertising.” If a department wishes the item to appear in the “Public Notices” section, then Contractor will charge the same rate that applies to official advertising. This category does not include “outreach advertising.”

69. General Requirements

The City may make such investigations as it deems necessary to verify bidders’ qualifications; therefore, bidders shall be prepared to furnish within seven (7) business days from the date they are requested to do so, information and documentation requested. The City reserves the right to reject any bid on which the information submitted by bidder fails to satisfy the City and/or bidder is unable to supply the information and documentation within the period of time requested. The City reserves the right to inspect bidder’s place of business to aid in determining bidder’s capabilities and qualifications. Contractor must be capable of producing the reports required under this contract. The City reserves the right to inspect Contractor’s place of business during the term of the contract to aid Purchaser in determining Contractor’s continuing ability to satisfy the terms and conditions of the contract.

70. Sample Classified Ad

Each bidder must submit, with bid, typeset samples of the actual wording as it appears in the advertising copy provided in **Attachment E** (Samples A and B). This sample must be typeset in the same type font and at the same column width the bidder will use in publishing the City’s advertisement under this contract.

If a bidder is a Joint Venture, then either:

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- All partners of the Joint Venture must use the same typeset format (column width, font, spacing, etc.) for publishing under this contract; or
- All partners of the Joint Venture must submit their typeset sample(s) which they will use in publishing under the contract. The total price quoted for each of the samples must be the same; only the number of lines and the rate per line can be different

Samples must be typeset in the most economical manner which still meets the specified requirements. For example:

- Unnecessary space between words, lines, etc. should be minimized;
- Paragraph separations should be done by indentation, not by space lines.

When typesetting the sample ads, follow the title's original formula as much as possible. Titles should always remain the same number of lines.

These samples will be used to evaluate the effect of the bidder's mechanical specifications on the length of typeset notices. In addition, these samples will be used as a standard to monitor performance during the contract term.

Bidders who do not submit the required typeset samples will be deemed non-responsive and their bids will be rejected.

Lowest Price Bid shall be determined as the newspaper providing, with specified 6.0 point type (no smaller), the lowest cost for the typeset samples in Attachment E, and any applicable bid discounts.

The cost of the required samples will be determined by multiplying the rate per line times the total number of lines needed to typeset the required samples. Any applicable bid discounts will be applied to the total cost of the samples.

71. Type Size

Each item (notice, ordinance, rule, law, or publication) required by law, ordinance or regulation to be published in the official newspaper of the City is to be set and published at no smaller than 6.0 point type solid in column width, in accordance with the copy furnished. Each item shall be preceded with words in bold face type not smaller than 6.0 point type describing in general terms the purpose or character of the notice intended to be given by said publication. Official advertising must be listed in the index on the front page of the paper, or at the beginning of the classified section, or both.

If the contractor plans any change which would affect the amount of text typeset per line (width of columns, typeset size, etc.), the Contractor shall notify both the Clerk of the Board of Supervisors and Purchasing in writing, two weeks in advance. This notification shall include a "revised" typeset sample in the new format and the proposed rate per line changes. Any price change shall be subject to the proportionate change up or down as compared to the original typeset sample on which the

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award is based. This means that the cost to the City for an advertisement published under the new format will be equal to or less than the price under the format specified in the bid.

72. Reserved (Bid Security).

73. Reserved (Performance Bond).

74. Reserved (Fidelity Bond).

75. Insurance

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

- A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor

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of the City for all work performed by the Contractor, its employees, agents and subcontractors.

- D. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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

- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- F. 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.
- G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

76. Reserved (Charter Amendment Proofs).

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77. Pricing

This shall be a one-year contract. Prices shall remain firm for the term of the contract, except they may be decreased as described in Section 78. Only bid prices that appear on the Contract Proposal Bid Sheet will be considered. No other pages with price or attached price lists will be considered. In the event of a price decline, or should bidder at any time during the life of this Agreement sell, under similar quantity and delivery conditions to the State of California or any county, municipality or legal district of the State of California, at prices below those quoted herein, such lower prices shall be extended to the City.

78. Price Adjustments

If the Contractor plans any change which would affect the amount of text typeset per line (width of columns, typeset size, etc.), the Contractor shall notify the City in writing two weeks in advance. The notification shall include a "revised" typeset sample in the new format and based on the proposed rate per line changes. The cost to the City for an ad published under the new format will be equal to or less than the cost under the format specified in the bid.

79. Bid Evaluation

A. Official Newspapers. Pursuant to Administrative Code Section 2.81, Purchasing will evaluate each proposal taking into consideration advertising price, circulation, local ownership, and newspaper cost to the general public. Bid Evaluation will be performed in accordance with the following point system:

(1) Advertising Price (15 points). The newspaper which bids the lowest price for advertising shall receive 15 points. Every other newspaper shall receive a proportionate number of points ("Proportional advertising price points"), according to the following formula

$$\text{Proportional advertising price points} = 15 \times \frac{\text{Lowest bid}}{\text{Higher bid}}$$

As used in this formula, "Lowest bid" shall be the dollar amount bid by the newspaper submitting the lowest price for advertising (typeset samples). "Higher bid" shall mean the dollar amount bid for advertising by the particular other newspaper as to which the point calculation is made. Lowest bid shall be determined as the newspaper providing, with specified 6.0 point type, the lowest cost for the samples in Attachment E. The cost of the required samples will be determined by multiplying the rate per line times the total number of lines needed to typeset the required samples. In addition, to the total cost of typeset samples, any applicable prompt payment discount will be applied to the total cost of the typeset samples.

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- (2) **Circulation: 10 points.** The newspaper with the largest circulation shall receive 10 points. Every other newspaper shall receive a proportionate number of points (“Proportional circulation points”), according to the following formula:

$$\text{Proportional circulation points} = 10 \times \frac{\text{Lower circulation}}{\text{Higher circulation}}$$

As used in this formula, “Lower circulation” shall mean the circulation of the particular other newspaper as to which the point calculation is made. “Highest circulation” shall mean the circulation of the bidder with the highest circulation.

- (3) **Newspaper Cost: 5 points.** Any newspaper with a majority of circulation that is free of charge to the general public shall receive an additional 5 points.
- (4) **Local Ownership: 2 points.** Any bidder whose newspaper is locally owned and operated shall receive 2 points.
- (5) **Local Business Enterprise Ordinance Bid Preference (up to 10% of total points).** Any bidder who is certified by the City’s Contract Monitoring Division (CMD) as a Local Business Enterprise (LBE) by the bid due date will receive up to 10% additional points, based on the total points received under A.(1-4) above. The following table summarizes the point system described above (the maximum number of points for each factor is listed):

Advertising Price	15	points
Circulation (Home Delivery)	10	points
Newsstand price, if zero	5	points
Locally owned and operated (Prop. J)	2	points
Subtotal	32	points
LBE Preference, 10% (7.5% for a joint venture)	3.2	points
TOTAL	35.2	points

- B. Clearinghouse.** The City will award the contract to the lowest responsive, responsible bidder. Bidders will quote their prices as a percentage of the total price invoiced to the City, as in the following example which uses a commission of 15%:

Invoice Price \$100 *City pays this amount to newspaper to the clearinghouse.*

Commission of 15% \$15 *Clearinghouse retains this amount.*

Amount paid to newspaper \$ 85 *Clearinghouse pays this amount to newspaper.*

The clearinghouse submitting the lowest commission amount will be evaluated as the lowest bidder.

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80. Official Newspaper Designation Procedure

In accordance with Section 2.81(c) of the Administrative Code, Purchasing shall:

Report to the Board of Supervisors the point totals of any and all sealed proposals received and shall make its recommendation to the Board of Supervisors. Thereupon, in accordance with Section 2.81 (C) of the Administrative Code, the Board of Supervisors shall, by resolution, choose and designate a newspaper or newspapers as the official newspaper or newspapers of the City and County for the ensuing fiscal year, and the Purchasing Division shall let a contract or contracts to said newspaper(s) for said fiscal year. Purchasing will recommend to the Board the responsive and responsible bidder(s) with the highest point total.

81. Awarded Services

If, during the term of the contract, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the contract without penalty to City. City's sole obligation to Contractor is payment for services performed prior to the cancellation date. City shall give Contractor ten days notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 12.

82. Reserved (Additional Services).

83. Outreach Fund

Pursuant to Administrative Code Section 2.81-2(a), each fiscal year a special outreach fund will be established by withholding 10% of all revenue paid to each official newspaper. This fund will be created for the purpose of placing weekly advertisements in selected outreach periodicals. For example, for an invoice for an official ad costing \$100, \$10 (10%) will be deducted from the total and placed into the outreach fund. \$90 will be paid against the invoice to the official newspaper.

84. Reserved (Prop J Approval).

85. Reserved (Ordering).

86. Billing

All invoices must show a description of the ad, contract payment terms and contract price. If the City department provided a Purchase Order Number, then that number must appear on the invoice. City, on services covered by this contract, will honor no minimum service order charges. Failure to submit invoices with all the required information, or invoices that contain inaccurate information

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will not be processed for payment. All discount periods will begin only when City receives a properly completed invoice containing all the required information.

87. Payment

In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract. Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City.

88. Reserved (Multiple Awards).

89. Change of Contractor

Should this contract necessitate a change in contractor, both contractors shall work to a systematic change in collaboration with each City department as required. The newly awarded contractor shall assume the responsibility to supply all services under this Contract only after receiving confirmation from City that they have provided all Bond and Insurance requirements. Both contractors shall enter into an Assignment and Assumption Agreement.

90. Reserved (Environment Code Chapter 5, Resource Conservation Ordinance).

91. Entire Agreement

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

92. Filling Out the SFEC Forms

The bid package contains form SFEC 126, "Notice of Contract Approval" (Attachment F). Bidders only need to fill out first three areas in the "Contractor Information" box:

- Name of contractor
- List the names of (1) members of contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary
- Contractor address

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93. Bid Submittal Instructions

Bids **must** be received at the Office of Contract Administration—Purchasing, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, by the time and date indicated on Page 1 of the Contract Proposal. Bids transmitted by FAX or any type of electronic mail will not be accepted.

A. Official Newspaper

Return the following documents only:

- Page 1 of the Contract Proposal, completed and signed
- Typeset sample ads
- Verification of circulation
- Adjudication
- Distribution Declaration, form P-16 (**Attachment D**)
- Declaration re: Home Deliveries, form P-17 (**Attachment D**)
- Price sheet (**Attachment A**) Bidder's Questionnaire (**Attachment B**), completed and signed. Prices and information should be typed or clearly written in ink
- San Francisco Ethics Commission for SFEC-126, "Notification of Contract Approval" (**Attachment F**)
- All questionnaires and forms, completed and signed, including bid addendum or change notice receipts, if applicable. (See "Standard Bid Forms, P-225" attached to this Contract Proposal).

B. Clearinghouse

Return the following documents only:

- Page 1 of the Contract Proposal, completed and signed
- Price sheet (**Attachment A**) and Bidder's Questionnaire (**Attachment C**), completed and signed. Prices and information should be typed or clearly written in ink.
- San Francisco Ethics Commission form SFEC-126, "Notification of Contract Approval" (**Attachment F**)
- All questionnaires and forms, completed and signed, including bid addendum or change notice receipts, if applicable. (See "Standard Bid Forms, P-225" attached to this Contract Proposal.)

C. Return Address

Bidders shall mail bid in an envelope clearly marked with the bid number and due date in the lower left corner.

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Return and address the bid to:

Office of Contract Administration – Purchasing
Contract Proposal **95440**
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

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

For more information, contact:

Deirdre Darley
Deirdre.Darley@sfgov.org
415-554-6751

End of Special Conditions

Standard Bid Forms

Before the City can award a contract to any vendor, that vendor must file three (3) standard City forms. See the table on page 2. Because many Contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Instead, this document describes what the forms are, where to find them on the Internet, and where to file them. If a vendor cannot get the documents from the Internet, the vendor should call (415) 554-6743 or e-mail to Office of Contract Administration (OCA) (oca@sfgov.org) and the forms can be faxed, mailed or e-mailed to the vendor.

If a vendor has already filled out items listed on the table, the vendor should not do so again unless the vendor's answers have changed.

To find out which of those forms have been submitted, the vendor should call Vendor File Support at (415) 554-6702.

If a vendor would like to apply to be certified as a local business enterprise (LBE), the vendor must submit item #4 (LBE Certification Application). To find out more about the certification, the vendor should call the Contract Monitoring Division (CMD) at (415) 581-2310.

Where the forms are on the Internet

Office of Contract Administration Homepage: <http://www.sfgov.org/oca>

Purchasing forms: On the OCA homepage, click on
"How to Qualify to Do Business with the City"

GSA Contract Monitoring Division Homepage: <http://www.sfgov.org/CMD>

Equal Benefits forms Click on "How to comply with the Equal Benefits Ordinance"

LBE Certification form Click on "How to certify your Local Business"

Item	Form name and Internet location	Form number	Requirement	Description	Return the form to and for more information
1	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-pdf/fw9.pdf	W-9	Mandatory	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	Mandatory	All contractors must fill out and sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3	S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=4762	CMD-12B-101	Mandatory	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Contract Monitoring Division 30 Van Ness Ave. #200 San Francisco, CA 94102 (415) 581-2310
4	LBE Certification Application http://www.sfgov.org/CMD	Not applicable	Optional	Local businesses complete this application to be certified as LBEs. Certified LBEs receive a bidding discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified pursuant to Chapter 14B by the bid due date.	Contract Monitoring Division 30 Van Ness Ave. #200 San Francisco, CA 94102 (415) 581-2310