

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION

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RULES AND REGULATIONS
PERTAINING TO
THE SAN FRANCISCO
ADMINISTRATIVE CODE, CHAPTER 21

June 2005

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**Rules and Regulations Pertaining to the
San Francisco Administrative Code, Chapter 21
Acquisition of Commodities and Services**

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**Rules and Regulations Pertaining to the
San Francisco Administrative Code, Chapter 21
Acquisition of Commodities and Services**

The Office of Contract Administration (“OCA”) promulgates rules and regulations pursuant to Chapter 21 of the San Francisco Administrative Code. Each Contracting Department shall cooperate to the fullest extent with OCA in the Acquisition of Commodities and Services.

SCOPE

Chapter 21 governs the acquisition of Commodities and Services. Chapter 21 does not apply to contracts for public works or improvements or to contracts for the purchase, sale or lease of any interest in real property. Although, Chapter 21 sets forth detailed procedures for procurement, there are sections in Chapter 21 that require further guidelines by the Purchaser. This document sets forth the rules and regulations for the following sections in Chapter 21:

- 21.03(a): General Authority of the Purchaser of Supplies: Approval of Purchases
- 21.03(e)(3): Dollar Limit for Optional Equipment in Vehicles
- 21.03(e)(5): Definition of Specialized Vehicles
- 21.03(j): Information Technology (IT) Purchases
- 21.05(b): Procurement of Professional Services
- 21.06(c): Other Electronic Transactions
- 21.3(b): Competitive Sealed Bidding: Bid Opening
- 21.3(d): Correction, Withdrawal, or Rejection of Bids: Cancellation of Awards
- 21.3(g): Additional Purchases
- 21.3(i): Bid Protests
- 21.5(a): Other Purchases: Commodities and Services Less Than \$50,000
- 21.5(b): Sole Source
- 21.5(c): Perishable Foods
- 21.5(d): Proprietary Articles
- 21.5(e): Pilot Project
- 21.6: Multiple Low Offers

DEFINITIONS

Definitions set forth in §21.02 of Chapter 21 Acquisition of Commodities and Services are incorporated herein as follows:

“**Bid**” shall mean a bid, quotation, or other offer, other than a Proposal, from a person or entity to sell a Commodity or Service to the City at a specified price.

“**Bidder**” shall mean any person or entity which submits a Bid.

“**City**” shall mean the City and County of San Francisco.

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“**COIT**” shall mean the Committee on Information Technology of the City and County of San Francisco.

“**Commodity**” shall mean products, including materials, equipment and supplies, purchased by the City. “Commodity” shall specifically exclude legal and litigation related contracts or contracts entered into pursuant to settlement of legal proceedings, and employee benefits, including, without limitation, health plans, retirement or deferred compensation benefits, insurance and flexible accounts, provided by or through the City's Human Resources Department or the Retirement Board.

“**Computer Store**” shall mean the City-wide, multiple award term contract for the procurement of certain Commodities and Services, which is administered by COIT for the benefit of City departments, awarded pursuant to the “Request for Proposal for Computer Hardware, Software, Peripherals and Appropriate Network, Consulting, Maintenance, Training and Support Services,” and any successor contracts thereto.

“**Contractor**” shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell Commodities or Services to the City.

“**Contracting Officer**” shall mean the City employee who is authorized to execute a contract, which may be either the department head or a person designated in writing by the department head, board or commission as having the authority to sign contracts for the department. A designation of authority to sign contracts on behalf of a department may specify authority to sign a single contract, specified classes of contracts, or all contracts entered into by a department.

“**DTIS**” shall mean the Department of Telecommunications and Information Services.

“**Local Business Enterprise (LBE)**” shall mean a business that is certified as an LBE under Section 14B.3. LBEs are either Small-LBEs or Micro-LBEs, and are also either MBEs, WBEs, or OBEs.

“**Electronic**” shall mean electrical, digital, magnetic, optical, electromagnetic or other similar technology for conveying documents or authorizations, excluding facsimile.

“**General Services**” shall mean those services that are not Professional Services. Examples of General Services include: janitorial, security guard, pest control, parking lot attendants and landscaping services.

“**OCA**” shall mean Office of Contract Administration.

“**Offer**” shall mean a Bid or Proposal submitted to the City in response to an invitation for Bids or a request for Proposals. “Offer” may include a response to a request for Qualifications if no further ranking prior to Contractor selection is contemplated by the procurement process.

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“Offeror” shall mean a person or entity that submits an Offer to the City to provide Commodities or Services.

“Professional Services” shall mean those services which require extended analysis, the exercise of discretion and independent judgment in their performance, and/or the application of an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.. Examples of professional service providers include licensed professionals such as architects, engineers, and accountants, and non-licensed professionals such as software developers and financial and other consultants.

“Proposal” shall mean a response to a request for proposals issued by the City for Commodities or Services, or a response to a request for qualifications if no further ranking prior to contractor selection is contemplated by the procurement process.

“Proposer” shall mean a person or entity that submits a Proposal in response to a request for proposals issued by the City.

“Purchase Order” shall mean an authorization document designated as such by the Purchaser for the procurement of Commodities or Services, whether issued in a paper or electronic format, including blanket purchase orders for purchases involving multiple payments.

“Purchaser” shall mean the Purchaser of Supplies of the City and County of San Francisco, or his or her designee(s).

“Quotation” shall mean a Bid for Commodities or Services which is acquired without the use of advertising to solicit Bids.

“Responsible” shall mean a responsible bidder or supplier is one who (1) meets the qualifying criteria required for a particular bid, including without limitation the expertise, experience, record of prior timely performance, license, resources, bonding and insurance capability necessary to perform the work under the contract and (2) at all times deals in good faith with the City and County and shall submit bids, estimates, invoices claims, requests for change orders, requests for contract modifications or requests of any kind on a good faith and honest manner.

“Responsive” shall mean a responsive bidder or supplier is one that complies with the requirements of the subject Advertisement For Bids without condition or qualification.

“Services” shall mean Professional Services and General Services. “Services” shall specifically exclude agreements making a grant of City funds to private entities for the purpose of providing a benefit to the public, which may include incidental purchases of commodities; legal and litigation related services or contracts entered into pursuant to settlement of legal proceedings; and services related to employee benefits, including, without limitation, health plans, retirement or deferred compensation benefits, insurance and flexible accounts, provided by or through the City's Human Resources Department or the Retirement Board.

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“Solicitation” shall mean an invitation for Bids, request for Quotations, request for Qualifications, or request for Proposals issued by the City for the purpose of soliciting Bids, Quotations, or Proposals to perform a City contract.

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**REGULATION 21.03(a): GENERAL AUTHORITY OF THE PURCHASER OF
SUPPLIES: APPROVAL OF PURCHASES**

Administrative Code §21.03(a) empowers the Purchaser to delegate signature authority within the Purchasing Division of OCA for contracts as provided in §21.03. The delegation levels and limits can be found in Purchasing's Procurement Manual §2.05. Only the Purchaser and the delegated personnel in Purchasing are authorized to purchase the Commodities or Services required by City departments and offices of the City, except as otherwise stated in the Charter and Municipal Code of San Francisco.

In addition to the above, the Purchaser has the authority to delegate signature authority to departments ("Delegated Departmental Purchasing") up to the dollar amount stated in regulation 21.5(a). (Currently \$10,000 including tax and shipping.) In order to continue to use Delegated Departmental Purchasing authority, the following requirements must be met:

1. Departments must submit a roster of employees in the department who are authorized to purchase goods and services using delegated purchasing authority.
2. The roster must list employee name, Civil Service classification, address and telephone number. OCA may restrict the delegated authority to certain Civil Service classifications as appropriate, upon a review of the information submitted.
3. All designated employees are required to attend a Purchasing training class. The roster must indicate the date training was completed.
4. All employees who exercise delegated Purchasing signature authority must adhere to the Principles and Standards of Ethical Purchasing Conduct promulgated by the OCA and must sign a statement attesting thereto.
5. All designated employees shall file Form 700, Statement of Economic Interests annually as required by the Article III, Chapter 1, of the San Francisco Campaign and Governmental Conduct Code.

The following items may not be purchased using delegated Purchasing authority unless specifically exempted and allowed by the Purchaser:

1. Unbudgeted equipment
2. Commodities and services on Master or Multi-Year contracts
3. Commodities and services on City Blanket Purchase Orders (Term Contracts)
4. Equipment for lease purchase
5. Tropical hardwoods and products

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6. Video Display Terminals (VDT) and related products
7. Computer equipment and supplies
8. Telecommunication equipment and wiring
9. Cars, trucks, and vehicles

Order splitting and using non-compliant vendors are not allowed under any circumstances. Departments are required to follow and adhere to all other City laws, regulations, rules, ordinances, or any commission requirements of the department. Departments are encouraged to obtain bids when cost savings could be achieved in doing so, and should use “good faith efforts” in using LBEs and apply bid discounts as certified by HRC.

Departmental purchases are generally subject to all the procurement provisions of the Charter, Administrative Code and City ordinances. The departmental use of this authority will be audited annually by the Controller and OCA.

The delegation of Purchasing authority may be rescinded at any time if a department does not meet the above requirements, or, has been found to be in violation of any of the Purchasing procedures or rules and regulations cited above.

Departments have the option to use Delegated Departmental Purchasing authority or may continue to send their requirements to Purchasing.

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REGULATION 21.03(e)(3): DOLLAR LIMIT FOR OPTIONAL EQUIPMENT IN VEHICLES

If a department requests optional equipment that is not part of the Purchaser's group of options and which would cost \$1,000 and below, it shall be the Purchaser's policy that the department must justify in writing to the Purchaser that the optional equipment is necessary in the course of the regular operation of the vehicle by the officer and/or employee using the vehicle.

If the requested item costs in excess of \$1,000, the department must satisfy the rules set forth in the Administrative Code, §21.03e(3)(A) or §21.03e(3)(B) as follows:

1. Itemize the equipment in the description of the vehicle itself when the vehicle purchase is reviewed as part of the City's annual budget process, and obtain the Board's approval of the vehicle as equipped; or
2. Obtain the approval of the Mayor's Budget Office before submitting a requisition to the Purchaser.

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REGULATION 21.03(e)(5): DEFINITION OF SPECIALIZED VEHICLES

Specialized Vehicles are hereby defined as “vehicles other than passenger vehicles as described in Administrative Code §21.03(e)(1).” Passenger vehicles, as listed under this code, include passenger cars, passenger vans, sport utility vehicles, cargo vans and pickup trucks up to and including one ton in payload.

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REGULATION 21.03(j): INFORMATION TECHNOLOGY (IT) PURCHASES

All Contracts for the acquisition of Information Technology Commodities or Services shall be made by the Purchaser, under the general direction of the San Francisco Committee on Information Technology (COIT).

The Purchasing Policies and Procedures on IT purchases are available on the intranet at <http://intranet/> under COIT then COIT IT Store.

COIT IT Purchasing Policies and Procedures are also available from the Information Technology Procurement Group in OCA at (415) 554-6743.

These policies and procedures as issued and approved by OCA and COIT are incorporated herein as part of the rules and regulations of this section, and may be updated periodically.

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REGULATION 21.05(b): PROCUREMENT OF PROFESSIONAL SERVICES

All departments must attach the P-500 or P-501 Checklist to the Professional Service Contract (P-500 or P-501) when the contracts are routed to the City Attorney's Office and to OCA.

Both Checklists and their instructions are attached in Appendix B and C as samples. OCA updates the Checklists and the model contracts periodically as new laws or requirements are mandated. Departments must use the most updated Checklists and model contracts posted on the intranet at <http://intranet/> under Forms.

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REGULATION 21.06(c): OTHER ELECTRONIC TRANSACTIONS

The Purchaser supports the use of technology to reduce the cost of procuring Commodities and Services and to streamline the procurement process.

All departments must obtain Purchasing approval prior to implementing any system that uses technology or electronic methods to procure Commodities or Services.

The Purchaser may allow appropriate business-to-business systems that meet citywide information technology standards as promulgated by COIT and DTIS. All electronic technology systems must also be approved by COIT and DTIS.

The Purchaser may require independent verification that the applications meet citywide standards.

The use of electronic methods to procure Commodities or Services does not excuse the department from meeting Administrative Code requirements that would normally be in effect if the procurement was made by traditional methods. The department must continue to adhere to Administrative Code requirements with any technology solution or electronic procurement that is implemented, including but not limited to Chapter 12B (Nondiscrimination in Contracts), Chapter 14B (Local Business Enterprise Utilization), Chapter 12G (Prohibition on Use of Public Funds for Political Activity by Recipients of City Contracts, Grants, and Loans), Chapter 12P (Minimum Compensation Ordinance (MCO)), Chapter 12Q (Health Care Accountability Ordinance (HCAO)), Chapter 21 (Acquisition of Commodities and Services), and Chapter 83 (First Source Hiring Program).

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REGULATION 21.3(b): COMPETITIVE SEALED BIDDING: BID OPENING

For Commodities and General Services in excess of \$50,000, pursuant to Administrative Code §21.3(b), the Contracting Officer shall open Bids publicly at the time and place designated in the Invitation for Bids in the presence of all Bidders and interested members of the public who attend. Additionally, it shall be the Purchaser's regulation that all bids must be dated and time stamped upon receipt. The Contracting Officer shall publicly open bids, which were received on or before the submittal deadline, at the time and place designated in the Invitation for Bids, in the presence of all bidders and other interested parties who attend. Bids that are received after the submittal deadline shall be marked as "Late" and shall not be opened at the bid opening and shall not be considered for award. The Contracting Officer shall record the following information at the bid opening:

- Date/time of opening
- Bid number (if available)
- Bid title
- Bidder names
- Other bid document requirements as appropriate (i.e. Bid Security, 14A, date and time bid received, etc.)
- Name of employees who opened bids.

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**REGULATION 21.3(d): CORRECTION, WITHDRAWAL, OR REJECTION OF BIDS;
CANCELLATION OF AWARDS**

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, under Administrative Code §21.3(d), shall be permitted in accordance with the following regulations:

General:

The Contracting Officer shall maintain complete and sufficient written records of bid corrections, withdrawals, or rejections and cancellations of award to ensure that there is no abuse of the bidding process. All such written records shall be retained in the bid file. The Purchaser may reject any and all bids at any time prior to award.

Every bid subject to award shall be carefully examined to ensure compliance with the written specifications and confirm submission of all required documents. Any bid that materially deviates from the bid document shall be rejected.

Correction of a bid before bid opening:

The Contracting Officer shall allow any bidder to amend its bid before the submission deadline by submitting an amended bid on or before the bid submission deadline.

Correction to a bid before award:

The Contracting Officer may waive any informality, irregularity, immaterial defect or technicality, in any bid received. A bid variation that has either no effect, or only a trivial effect, on price, quantity, quality or delivery is immaterial. Failure to furnish the requested number of copies of bid, corrections of typographical errors and grammatical mistakes, the omission of or mistakes in unit price extension, transposition errors, and mathematical mistakes are common examples of trivial or immaterial bid variations. Any bid variation that affects price, quantity, quality or delivery in any manner that is more than trivial, is material and cannot be waived.

Withdrawal of a bid before award:

The City may allow the withdrawal of a bid prior to award upon written request of the bidder. The written request must include the circumstances and the reasons for the request. The City must evaluate the bidder's reasons for withdrawal, the requirements of the bid, and the impact of such withdrawal to the City. Withdrawal of a bid, if properly justified, should not unreasonably be denied.

Correction of a bid after contract award:

The Contracting Officer may allow post award bid correction by a contract modification if

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correcting the mistake is in the best interests of the City and does not change the essential requirements of the bid specifications, or compromise the integrity of the initial bidding process.

Cancellation of the award or contract at the request of the bidder based on bid mistakes:

If a contractor requests the cancellation of the contract after award, the contractor must submit a written justification with the reasons and circumstances for cancellation. The City may review the request and make a decision in the best interests of the City.

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REGULATION 21.3(g): ADDITIONAL PURCHASES

It shall be the Purchaser's regulation for Administrative Code §21.3(g) that additional purchases of the same or like Commodities or General Services provided under the original contract are allowed under the following circumstances:

Same Items:

1. Additional purchases at the award price or a lower price may be added by mutual agreement of the parties.
2. All requests to make additional purchases must be submitted by City Departments in writing to Purchasing for approval.
3. All additional purchases shall be memorialized in a written contract modification or a purchase order. The new purchase order must reference a previous competitive bid and cite Administrative Code §21.3(g) as the authority.
4. Additional purchases must be made within one year after original award.

New Items (Term Contracts):

1. Additional items may be added to a term contract by mutual agreement of the parties.
2. Aggregated cost of all items added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract or a maximum accumulative dollar amount of \$50,000 whichever is less.
3. All requests to add additional items to the contract must be submitted by City departments in writing to Purchasing. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by supplier, for each item. Price must be competitive and will be reviewed by Purchasing.
4. All additional items added to the contract shall be approved through issuance of a contract modification.
5. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the excess of these limits shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract (or separate contracts), through a contract modification and include Contractor's name and information, complete item description (brand name and number, if

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applicable), and delivery and pricing information.

6. The contract term for the additional items added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

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REGULATION 21.3(i): BID PROTESTS

Bid protests of contracts awarded under §21.3 of the Administrative Code for purchases of Commodities or General Services in excess of \$50,000 shall be submitted and responded to in accordance with the following requirements:

General Requirements:

All protests shall be in writing, dated, and state in detail each and every ground asserted for the protest. Each protest must cite the law, rule, local ordinance, procedure or bid provision on which the protest is based. To expedite the handling of protests, the envelope (or facsimile sheet if the invitation for bids allows protest by facsimile) containing the protest shall be marked "PROTEST." Failure to file a protest within three (3) working days shall waive all rights to protest. Protests shall be made to the Contracting Officer. The Contracting Officer shall notify the protester in writing of the decision regarding the protest.

Protest of Bid Requirements:

Protests based on the bid specifications or requirements must be received by the Contracting Officer requesting the bids no less than three (3) working days prior to the deadline for submission of bids. Bidders who fail to protest by the deadline shall waive all rights to protest the bid based on specifications or requirements.

Protest of Non-responsive and Non-responsible Bidders:

If the Contracting Officer determines that the apparent lowest bidder is either non-responsive or non-responsible, the Contracting Officer shall reject the bid. The Contracting Officer shall notify the bidder in writing that the bid has been rejected, and state the basis for the rejection. The bidder may protest the Contracting Officer's decision. The protest must be in writing and received by the Contracting Officer within three (3) working days of the issuance of the notice of Non-responsiveness and/or Non-responsibility. If a bid and a subsequent protest are rejected for non-responsibility, the Contracting Officer must inform the bidder that it shall have an opportunity for a hearing on the issue of non-responsibility if requested. There is no appeal on the denial of a protest based on a non-responsive bid.

Protest of Award:

A bidder may protest the Contracting Officer's award of a contract to an apparent lowest responsive and responsible bidder. The protest must be in writing and received by the Contracting Officer within three (3) working days of issuance of a notice of intent to award the contract. The Contracting Officer will review the protest and respond in a timely manner.

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**REGULATION 21.5(a): OTHER PURCHASES: COMMODITIES AND SERVICES
LESS THAN \$50,000**

In reference to Administrative Code §21.5(a), the following are regulations for the acquisition of Commodities, General Services and Professional Services where the total amount of the transaction is less than \$50,000.

Department heads and their designees who have complied with Regulation 21.03(a) and have been delegated by the Purchaser may purchase Commodities and General Services up to \$10,000 (including tax and shipping).

Commodities

- \$0 - \$10,000 – no bidding is required. However, departments are encouraged to solicit written bids or written price quotations especially from LBEs and select the lowest responsive and responsible bidder.

For procurement of Commodities over \$10,000, departments must submit a requisition to OCA. Purchasing approval is required to authorize purchases; and transactions for these amounts are covered by regulations delegating signature authority to Purchasing staff.

Formal competitive bidding is required for any amount over \$50,000, unless otherwise exempted under Chapter 21.

General Services

General Services are those services that are not Professional Services. Examples of General Services per Administrative Code §21.02(k) include: janitorial, security guard, pest control, parking lot attendants and landscaping services.

- \$0 - \$10,000 – no bidding is required. However, departments are encouraged to solicit written bids or written price quotations especially from LBEs and select the lowest responsive and responsible bidder.
- Over \$10,000 but less than \$29,000 – Purchasing conducts informal bidding in accordance with Purchasing and Human Rights Commission requirements.
- \$29,000 or more – Purchasing conducts formal bidding in accordance with Purchasing and Human Rights Commission requirements.

Professional Services

Professional Services are those services which require extended analysis, the exercise of discretion and independent judgment in their performance, and/or the application of an advanced, specialized type of knowledge, expertise, or training customarily acquired

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either by a prolonged course of study or equivalent experience in the field. Examples of professional service providers per Administrative Code §21.02(n) include architects, engineers, software developers, attorneys, consultants, physicians and dentists.

- \$0 - \$10,000 – no solicitation is required. However, departments are encouraged to solicit written bids or written price quotations especially from LBEs and select the lowest responsive and responsible bidder.
- Over \$10,000 but less than \$29,000 – informal solicitation is required. Departments are to follow the informal bidding rules established by the Human Rights Commission under Section IV.D. of their rules and regulations.
- \$29,000 or more – a formal solicitation is required. Departments are to follow the formal bidding rules established by the Human Rights Commission as set forth in the definition of “Good Faith Efforts” of a contract awarding authority (see Administrative Code Chapter 14B.7).

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REGULATION 21.5(b): SOLE SOURCE

Administrative Code §21.5(b) provides that Commodities or Services available only from a sole source shall be procured in accordance with the Purchaser's regulations. It shall be the Purchaser's regulations that if a department needs a commodity or service which is unique and which is known to be provided by only one vendor/contractor, then only one price quotation is solicited from the single vendor/contractor. The requesting department must submit documentation to Purchasing justifying the transaction as a sole source. From time to time, Purchasing may conduct a formal bid to determine the continuing validity of the sole source determination.

Sufficient Documentation

In submitting Sole Source Waiver Requests (See Appendix A for sample), the requesting department must provide a written memorandum and supporting documentation to justify the request. The memorandum must provide specific and comprehensive information that explains why the Sole Source Waiver should be approved. Departments are encouraged to consult with the Human Rights Commission and the City Attorney's Office prior to submitting the Waiver.

The Sole Source Waiver request form identifies four acceptable justifications for Sole Source contracting. In most cases, the department's justification for making a waiver request should fall within these parameters. If not, additional space has been provided for departments to submit other justification. Among the questions and concerns that must be addressed are as follows:

- Goods or Services are available from only one source – Explain why this is the only product or service that will meet the City's needs. Why is this the only vendor or contractor that can provide the products or services? What steps were taken to verify that the goods or services are not available from another source? Explain what efforts were made to obtain the best possible price. Why do you consider the price to be fair and reasonable?
- Only one prospective vendor is willing to enter into a contract with the City – Explain why no other vendors are willing to contract with the City. If there are compliance issues, what have you done to get other possible sources to become compliant? Have you received a waiver from HRC?
- Item has design and/or performance features that are essential to the department and no other source satisfies the City's requirements – Explain why the design/performance features are essential. Have you contacted other vendors/contractors to evaluate items/services with similar features and capabilities? If no, explain why not. If yes, list the suppliers and explain why their goods or services do not meet the department's needs.

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- Licensed or patented good or service – Provide proof that the license or patent limits the availability of the product or service to only one source.
- Other – Provide a justification that would substantiate a Sole Source Waiver for any other reason.

Finally, the requestor and department head, or his or her designee, must be a signatory to the request. Their signature certifies that they have reviewed the specific Sole Source Waiver Request and agree with the requestor's justification.

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REGULATION 21.5(c): PERISHABLE FOODS

Administrative Code §21.5(c) provides that perishable foods shall be procured in accordance with the Purchaser's regulations. It shall be the Purchaser's regulations that when purchasing perishable foods, the Contracting Officer shall attempt to comply with competitive bidding requirements of this Chapter. However, when the situation arises where it is impossible or highly impractical to obtain competitive pricing because of the nature of perishable foods, i.e., freshness and spoilage of perishable items, the Purchaser may procure the items in the most expeditious manner. The Purchaser shall require the requesting department to provide a written justification of the perishable nature of the items and why competitive bidding should be waived. A copy of the justification shall be kept on file with the transaction.

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REGULATION 21.5(d): PROPRIETARY ARTICLES

Administrative Code §21.5(d) provides that proprietary articles shall be procured in accordance with the Purchaser's regulations. It shall be the Purchaser's regulations that purchasing uses the terms "proprietary" and "no substitute" to mean purchases that are made where no alternate brand or model will be considered or accepted. The item must be the one described in the current Proprietary List. Although an item may be considered proprietary, **it may still be subject to competitive bidding if there is more than one source of supply for that item.** If the item is put out to bid, alternate brands and models need not be considered. Purchasing periodically accepts bids for alternate brands to monitor the appropriateness of continuing to consider certain purchases proprietary.

All proprietary purchases must be justified with documentation from the requesting department and must be approved by the Purchaser within his/her approval limits. The documentation must clearly state why only one make or model will meet the department's needs.

Below is a list of approved proprietary and their corresponding descriptions. Purchasing may revise the list from time to time as situation changes.

Proprietary List 7- 03

Proprietary (PROP) Number	Descriptions
1	Charts, globes and maps
2	Books, magazines, pamphlets and periodicals
3	Specialized equipment, materials and supplies for instructional purposes. Specialized educational tests and testing services
4	Fine arts; music; plays; works of art; films; audio and video cassettes; etc.
5	Medicines and drugs
6	Medical, surgical and dental equipment; instruments; prosthetic devices, special supplies
10	Animals
12	Repairs for equipment including service and parts when repairs must be done by the manufacturer, the installer of equipment or system, or when repairs by others would void the warranty.

**Rules and Regulations Pertaining to the
San Francisco Administrative Code, Chapter 21
Acquisition of Commodities and Services**

REGULATION 21.5(e): PILOT PROJECT

Administrative Code §21.5(d) provides that contracts involving a pilot project with a term not to exceed two years shall be procured in accordance with the Purchaser's regulations.

Some business problems offer unique challenges where the use of competitive bidding requirements of this Chapter may not be appropriate. Therefore, a different procurement method is allowed for a pilot project. It shall be the Purchaser's regulations that when procurement is done through a pilot project, either the Purchaser may initiate or a department may initiate by making a request to the Purchaser specifying the problem to be solved and the reason why traditional bidding method is not being used. The request must also specify how competition, fairness, and compliance with other OCA requirements for bidding will be achieved. Purchaser will evaluate the request and shall either approve or deny the request. At the end of the pilot term, within 90 days, the requesting department must submit a report stating the results of the project with recommendations for future procurement. If the pilot includes the creation of any work that may be copyrighted or patented, the Purchaser, in cooperation with the requesting department, shall determine if it is advantageous to obtain the rights of ownership or rights to use the work. Any further procurement beyond the pilot project phase shall be subject to all applicable competitive procurement requirements.

**Rules and Regulations Pertaining to the
San Francisco Administrative Code, Chapter 21
Acquisition of Commodities and Services**

REGULATION 21.6: MULTIPLE LOW OFFERS

Pursuant to Administrative Code §21.6, if two or more bids received are for the same amount or unit price and such bids are the lowest bids from responsive and responsible bidders, then the Contracting Officer may award a contract to either of the lowest responsive and responsible bidders.

It shall be the Purchaser's regulations that to resolve tie bids, the following criteria shall be applied in sequence until a tie bid is resolved:

1. If there is any doubt as to quality, performance or functionality, a specified item receives consideration over an alternative.
2. A San Francisco bidder receives consideration over an out-of-town bidder.
3. Delivery time – Any significant difference, e.g., 3 days vs. 3 weeks.
4. Tie bid items should be aggregated with the items that are being awarded to one of the bidders. For example, if a bidder is low on several items and is in a tie on one item, do not award the tied item to another vendor if the result will add an additional vendor to the contract.
5. A California bidder receives consideration over an out-of-state bidder.
6. The Contracting Officer and the user department may divide the award subject to the mutual agreement of the tied bidders.
7. As a final resort, the Contracting Officer may roll a die. The tied bidders must be notified and invited to attend the tiebreaker event. The highest rolled number will indicate the successful bidder. A second representative of the awarding department must be present to witness the event. Adequate documentation of the award must be maintained in the file.

Appendix A
(Sample only, please use the most updated form from the Intranet, under Forms.)
Sole Source Waiver Request

Administrative Code Section 21.5(b) provides that commodities or services available only from a sole source shall be procured in accordance with Purchaser's regulations. Purchaser's regulations provide that, "If a department needs a commodity or service which is unique and which is known to be provided by only one vendor, then only one price quotation is solicited from the single vendor. The requesting department must submit documentation to the Purchaser justifying the transaction as a sole source. From time to time, the Purchaser may conduct a formal bid to determine the continuing validity of the sole source determination." (Procurement Instruction 12.06, Exhibit A, Section IX.D, dated April 28, 1989)

Directions: Use this form to justify a sole source transaction. The department requestor must complete the information below and attach a written memo with appropriate supporting documentation to justify this request. The memo must provide specific and comprehensive information that explains why the requested transaction should be considered a sole source. Departments are encouraged to consult with the Human Rights Commission and the City Attorney prior to submitting this request.

Department: _____ Date Submitted: _____

Contact: _____ Phone: _____

Vendor Name: _____ Vendor # _____

Type of Contract: Commodity _____ Professional Service _____ Non-Professional Service _____
Other _____

Amount: \$ _____ ADPICS Doc #: _____

Describe the product or service:

Has the Human Rights Commission granted a sole source waiver on this transaction? _____
If yes, when was the sole source granted? _____ Please attach a copy of the HRC Waiver.

Check the appropriate statement. Attach a memo and documentation to address the questions following each statement.

_____ **Goods or services are available from only one source.**

Explain why this is the only product or service that will meet the City's needs. Why is this the only vendor or contractor that can provide the services or products? What steps were taken to verify that the goods or services are not available from another source? Explain what efforts were made to obtain the best possible price. Why do you feel the price to be fair and reasonable? How was this vendor chosen? How long has the vendor been providing goods or services for your department?

_____ **Only one prospective vendor is willing to enter into a contract with the City.**

Explain why no other vendors are willing to contract with the City. If there are compliance issues, what have you done to get other possible sources to become compliant? Have you contacted HRC? Have you received a waiver from HRC?

_____ **Item has design and/or performance features that are essential to the department, and no other source satisfies the City's requirements.**

Explain why the design/performance features are essential. Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If no, explain why not. If yes, list the suppliers and explain why their goods or services do not meet the department's needs.

_____ **Licensed or patented good or service.**

Provide proof that the license or patent limits the availability of the product or service to only one source.

_____ **Other:** _____

Appendix A
(Sample only, please use the most updated form from the Intranet, under Forms.)

INSTRUCTIONS:

The Sole Source request must be approved before the department makes a commitment to the vendor, and before funds are encumbered. If the Sole Source request is denied, the department will be advised to conduct a competitive process to select the vendor/contractor. If the Sole Source request is to extend an existing professional service contract, attach a copy of the original contract and any prior sole source determinations made by HRC or Purchasing. When processing professional service contracts and modifications for signature, attach the approved sole source waiver form to the contract documents.

This form is required for every transaction, contract, or contract modification that the department wishes to be treated as a sole source. For additional information call the Purchaser assigned to your department.

The Department Head must sign this request before it is sent to OCA-Purchasing.

This Sole Source request is being submitted by:

Department Head Signature: _____ Date: _____

Name of Department: _____

OCA Review and Approval:

Sole Source Approved: _____ Sole Source Denied: _____

Reason for Determination

OCA Staff: _____ Date: _____

OCA Staff: _____ Date: _____

OCA Director: _____ Date: _____

Appendix B

(Sample only, please use the most updated form from the Intranet, under Forms.)

Instructions to Professional Services Contract (P-500) Checklist and Transmittal Sheet

This information corresponds to the questions on the Checklist. Some of those questions need no explanation or instructions, and so do not have corresponding paragraphs here. Thus, there are gaps in the paragraph numbering on this side.

1. The Request-for-Proposal process

Departments are required to conduct an informal solicitation process for contracts over \$10K but less than \$29K and a formal solicitation (RFP) process for contracts \$29K or more. If the contracts include the use of federal, state or special funds, the model contract should be modified to include any special requirements imposed by the funder. Pursuant to Chap. 14B, apply rating discount for professional services contracts of \$10K or more. Obtain a waiver from HRC and the Office of Contract Administration (OCA) for a sole source if applicable. Obtain HRC's review of the RFP package if there is one.

2. Drafting the contract

The Model Professional Services Contract has been drafted by the City Attorney's Office. It is important that departments use all of the model contract's language, and make no additions, deletions or alterations to it, except as described in this Checklist or in Chapter 900 of the *Guide to Ordering Goods and Services*, as required by the funding source, or as authorized by the City Attorney. **Be sure to delete all bold, bracketed instructions from the skeleton document.**

a. Current version

The model contract is form P-500. You must use the latest revision of the contract, which is posted on the Forms Center at "http://intranet/formcenter/." The revision date appears at the lower-left corner of each page, next to the form number.

b. Omitting paragraphs, and modifying paragraphs

You must include all of the model contract sections, unless there is a compelling reason to omit or modify any of them. If you omit a paragraph, keep the paragraph number and substitute "Left Blank by Agreement of the Parties" for the text of the paragraph. This ensures that the contract's paragraph numbering will not be changed.

Please do not modify or delete any paragraphs without checking with the City Attorney's Office first. However, you may delete the text of section (§) 9, "Disallowance," and §19, "Liquidated Damages," without providing an explanation. If the contract omits any other paragraphs, you may expect that the OCA or the City Attorney's Office will ask for an explanation.

3. Fill in the blanks

e. Invoice payment date in "Compensation," §5

Supply the day of the month by which the City will pay invoices, and the day of the previous month through which services will be billed on the next invoice.

f. Insurance, §15

Insurance is required in almost every professional services contract. §15a describes the types of insurance and coverage amount for each type. Insurance should not be modified unless you obtain an approval from the Risk Manager. The contractor's insurance agency must send you a Certificate of Insurance and an endorsement, documenting the coverage specified in the contract and naming the City as an additional insured. The coverage amounts in the certificate must match those in §15a. In most Certificates, if the insurance is canceled the insurer will "endeavor to" notify the additional insured (which is the City) when the insurance is canceled. Please try to have the insurance company agree to delete "endeavor to" in the Certificate. Questions on insurance, call the City Risk Manager at (415) 554-6278.

j. Liquidated Damages, §19

If the contract involves liquidated damages for late performance by the contractor, indicate the amount of damages per

calendar day. If liquidated damages are not part of the contract, delete the text of this paragraph and substitute "Left Blank by Agreement of the Parties." Keep the paragraph number.

k. Notices to the Parties, §25

All contracts must contain the names or titles and addresses of contact people for all correspondence relating to the contract for both the City and the Contractor.

4. Required information in the Appendices

For Appendices A and B, the description of services, deliverables, schedule, and method of calculation of charges must be detailed and complete, such that someone unfamiliar with the contract would know what work was to be done and how the cost to the City is broken down (hours or monthly rates, flat fee, charges for actual expenses, travel or use of Contractor's equipment, etc.) from reading the applicable appendix. In particular, Appendix B should ensure that there are no surprises about how much the City will be charged.

a. Appendix A, Services to be Provided

You must include Appendix A, and/or an attachment, to describe the services, deliverables, and schedule the contractor will perform. The paragraphs on Reports and Dept. Liaison are recommended, but not required.

b. Appendix B, Calculation of Charges

You must include a description of how the contractor will calculate the charges the City will pay. The OCA recommends that this be done in Appendix B. In the alternative, it could be done in the same attachment to Appendix A that describes the contractor's services, deliverables, and schedule.

c. Copies of Appendices and attachments

Each original of the contract must have both appendices and any other attachments.

5. Checking the vendor's Chapter 12B, Business Tax, MCO, HCAO, Chapter 14B, and Chapter 83 (First Source Hiring) status

Please take care of these six areas before submitting the contract. If you do not and if OCA finds a problem, it will cause delays because compliance here is mandatory. Please find information and forms for MCO & HCAO at the following website:

www.sfgov.org/olse

On-line departments can check a vendor's status on Screen 9560 in FAMIS Purchasing. Off-line departments can call OCA at (415) 554-6743 to obtain a hardcopy report. Questions on First Source Hiring Program of the Mayor's Office of Economic and Workforce Development, call (415) 401-4823.

6. FAMIS Purchasing screen prints

If you create a Departmental Blanket, attach a screen print of screen 2342. If you create a Direct Purchase Order, attached a screen print of screen 2360. Please also attach a screen print of screen 9560.

7. Department contact and routing information

The dept. contact info must be completed and signed. The contract must be approved by the Civil Service Commission (see requirement under 3b on the Checklist) before anyone signs. Obtain authorization from your dept.'s commission if required. After the contract is completed, the contractor should sign the contract first. Your dept. head (or designee) should sign second. Then send the contract to the City Attorney's Office, and allow turnaround time of 5 working days. **Submit 3 originals of the contract, its appendices, and any attachments.** The OCA reviews and signs the contract last.

Appendix B
(Sample only, please use the most updated form from the Intranet, under Forms.)

Department	Type of Service	Contractor's Name	ADPICS Document No.
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Professional Services Contract (P-500) Checklist and Transmittal Sheet

Purpose and Instructions

This form helps you ensure that the professional service contracts prepared by your department will contain all the information and attachments necessary so that Office of Contract Administration (OCA), City Attorney, and Controller can review and process the contracts. **See the other side for a discussion of most of these questions.** The information on this form is keyed to parts of the Model Professional Services Contract (form P-500) where you must:

- supply information either by filling in blanks or supplying entire paragraphs, and
- attach documents, either as an Appendix to the contract or as an attachment to the contract package (e.g. the insurance certificate).

By answering these questions, you will know that an issue has been covered and it is less likely that OCA or the City Attorney would have to return the contract for more information.

For most questions, "yes" means you have followed standard City procedures, and "no" means you must attach an explanation of the situation. **In addition, for answer(s) with asterisk (*) you may be required to submit additional information or documentation.**

Yes No

1. The Request-for-Proposal process

- a. What is the not-to-exceed amount of the contract? _____
- b. If you filled in more than \$10,000 in a., did you conduct a competitive solicitation process and apply the rating discount? _____
- c. If you filled in \$29,000 or more, did you conduct a formal RFP and apply the rating discount? _____
- d. If no to b. or c., have you attached an approved OCA Sole Source Waiver [Form P-21.5(b)]? _____*
- e. If yes to c., did HRC review the RFP? _____*
- f. Please provide date of RFP or other solicitation. _____
- g. If no to d., what is the authority for entering into a contract without a competitive solicitation? _____*

2. Drafting the contract

- a. What is the version of the P-500 that you are using? _____
- b. Have you omitted or modified any paragraphs (except for filling in blanks)? _____*
- c. If yes to b., list the paragraph numbers. _____
- d. Did you delete the bracketed instructions? _____*

3. Fill in the blanks in the document

- a. Did you fill in the contractor's name (p. 1)? _____*
- b. Did you fill in the CSC res. # & date (p. 1)? _____*
- c. Did you fill in the name of your dept and a short description of the services (p. 1)? _____*
- d. Did you supply start and end dates in §2? _____*
- e. Did you supply invoice pmt date in §5? _____*
- f. Did you change the types of insurance and coverage amounts in §15a? _____*

- g. If yes to f., have you attached the Risk Manager's written approval? _____*
- h. Did you attach current Cert. of Insurance with additional insured endorsement? _____*
- i. Do the coverage amounts in the Certificate match the amounts in §15a? _____*
- j. Did you either fill in the blanks or delete the text in §19, Liquidated Damages? _____*
- k. Did you supply names or titles, and addresses of City and Contractor contacts in §25? _____*

4. Required information in the Appendices

- a. Does Appendix A and/or an attachment provide a detailed description of the services, deliverables, and schedule? _____
- b. Does Appendix B and/or an attachment clearly describe the charges and method of calculation of charges? _____
- c. Does each original of the contract have both appendices and any other attachments? _____*

5. Checking the vendor's Chapter 12B, Business Tax, MCO, HCAO, Chap. 14B, and Chap. 83 status

- a. Does the vendor comply with Chapter 12B? _____
- b. If no to a., have you attached HRC waiver? _____*
- c. Is the contractor's business tax status current? _____
- d. Does MCO apply to this contractor? (Review total dollar amount of all contracts for this vendor in ADPICS and 12P Rules and Regulations on Exemptions and Waivers.) _____
- e. If no to d., have you attached an Exemption and Waiver request form? _____*
- f. Does HCAO apply to this contractor? (Review total dollar amount of all contracts for this vendor in ADPICS and 12Q Rules and Regulations on Exemptions and Waivers.) _____
- g. If no to f., have you attached an Exemption and Waiver request form? _____*
- h. Have you attached HRC Non-Discrimination Affidavit to this contract? _____*
- i. If the contract is for more than \$50,000, have you notified the First Source Hiring Admin.? _____

6. FAMIS Purchasing

When creating the FAMIS Purchasing document, use the following authority codes: 1) under 10K, use **PROFSERV-10K**; 2) if competitively bid (see item 1.b. & 1.c.), use **PROFSERV-BID**; and 3) if using Sole Source (see item 1.d.), use **PROFSERV-NOS**. To expedite your contract, please attach FAMIS Purchasing screen prints.

7. Who filled out this form, and department contact

Form completed by:

Name: _____ Phone: _____

Signature: _____ Date: _____

Appendix C

(Sample only, please use the most updated form from the Intranet, under Forms.)

Instructions to Professional Services Contract for Individual Contractors (P-501) Checklist and Transmittal Sheet

This information corresponds to the questions on the Checklist. Some of those questions need no explanation or instructions, and so do not have corresponding paragraphs here. Thus, there are gaps in the paragraph numbering on this side.

1. The Request-for-Proposal process

Departments are required to conduct an informal solicitation process for contracts over \$10K but less than \$29K and a formal solicitation (RFP) process for contracts \$29K or more. If the contracts include the use of federal, state or special funds, the model contract should be modified to include any special requirements imposed by the funder. Pursuant to Chap. 14B., apply rating discount for professional services contracts of \$10K or more. Obtain a waiver from HRC and the Office of Contract Administration (OCA) for a sole source if applicable. Obtain HRC's review of the RFP package if there is one.

2. Drafting the contract

The Model Professional Services Contract has been drafted by the City Attorney's Office. It is important that departments use all of the model contract's language, and make no additions, deletions or alterations to it, except as described in this Checklist or in Chapter 900 of the *Guide to Ordering Goods and Services*, as required by the funding source, or as authorized by the City Attorney. **Be sure to delete all bold, bracketed instructions from the skeleton document.**

a. Current version

The model contract is form P-501. You must use the latest revision of the contract, which is posted on the Forms Center at "<http://intranet/formcenter/>." The revision date appears at the lower-left corner of each page, next to the form number. Always check in the intranet Forms Center for the latest version.

b. Omitting paragraphs, and modifying paragraphs

You must include all of the model contract sections, unless there is a compelling reason to omit or modify any of them. If you omit a paragraph, keep the paragraph number and substitute "Left Blank by Agreement of the Parties" for the text of the paragraph. This ensures that the contract's paragraph numbering will not be changed.

Please do not modify or delete any paragraphs without checking with the City Attorney's Office first.

3. Fill in the blanks

e. Invoice payment date in "Compensation," §4

Supply the day of the month by which the City will pay invoices, and the day of the previous month through which services will be billed on the next invoice.

f. Insurance, §9

Insurance is required in almost every professional services contract. §9 describes the types of insurance and coverage amount for each type. Insurance should not be modified unless you obtain an approval from the Risk Manager. The contractor's insurance agency must send you a Certificate of Insurance and an endorsement, documenting the coverage specified in the contract and naming the City as an additional insured. The coverage amounts in the certificate must match those in §9. In most Certificates, if the insurance is canceled the insurer will "endeavor to" notify the additional insured (which is the City) when the insurance is canceled. Please try to have the insurance company agree to delete "endeavor

to" in the Certificate. Questions on insurance, call the City Risk Manager at (415) 554-6278.

j. Notices to the Parties, §17

All contracts must contain the names or titles and addresses of contact people for all correspondence relating to the contract for both the City and the Contractor.

4. Required information in the Appendices

For Appendices A and B, the description of services, deliverables, schedule, and method of calculation of charges must be detailed and complete, such that someone unfamiliar with the contract would know what work was to be done and how the cost to the City is broken down (hours or monthly rates, flat fee, charges for actual expenses, travel or use of Contractor's equipment, etc.) from reading the applicable appendix. In particular, Appendix B should ensure that there are no surprises about how much the City will be charged.

a. Appendix A, Services to be Provided

You must include Appendix A, and/or an attachment, to describe the services, deliverables, and schedule the contractor will perform. The paragraphs on Reports and Dept. Liaison are recommended, but not required.

b. Appendix B, Calculation of Charges

You must include a description of how the contractor will calculate the charges the City will pay. The OCA recommends that this be done in Appendix B. In the alternative, it could be done in the same attachment to Appendix A that describes the contractor's services, deliverables, and schedule.

c. Copies of Appendices and attachments

Each original of the contract must have both appendices and any other attachments.

5. Checking the vendor's Chapter 12B, Business Tax, and Chapter 14B status

Please take care of these three areas before submitting the contract. If you do not and if OCA finds a problem, it will cause delays because the compliance here is mandatory.

On-line departments can check a vendor's status on Screen 9560 in FAMIS Purchasing. Off-line departments can call OCA at (415) 554-6743 to obtain a hardcopy report.

6. FAMIS Purchasing screen prints

If you create a Departmental Blanket, attach a screen print of screen 2342. If you create a Direct Purchase Order, attached a screen print of screen 2360. Please also attach a screen print of screen 9560.

7. Department contact and routing information

The department contact information must be completed and signed.

The contract must be approved by the Civil Service Commission (see requirement under 3b on the Checklist) before anyone signs. Obtain authorization from your department's commission if required.

After the contract is completed, the contractor should sign the contract first. Your department head (or designee) should sign second. Then send the contract to the City Attorney's Office, and allow turnaround time of 5 working days. **Submit three originals of the contract, its appendices, and any attachments.** The OCA reviews and signs the contract last

Appendix C
(Sample only, please use the most updated form from the Intranet, under Forms.)

Department	Type of Service	Contractor's Name	ADPICS Document No.
------------	-----------------	-------------------	---------------------

Professional Services Contract for Individual Contractors (P-501) Checklist and Transmittal Sheet

Purpose and Instructions

This form helps you ensure that the professional service contracts prepared by your department will contain all the information and attachments necessary so Office of Contract Administration (OCA), City Attorney, and Controller can review and process the contracts. **See the other side for a discussion of most of these questions.** The information on this form is keyed to parts of the Model Professional Services Contract for Individual Contractors (form P-501) where you must:

- supply information either by filling in blanks or supplying entire paragraphs, and
- attach documents, either as an Appendix to the contract or as an attachment to the contract package (e.g. the insurance certificate).

By answering these questions, you will know that an issue has been covered and it is less likely that OCA or the City Attorney would have to return the contract for more information.

For most questions, "yes" means you have followed standard City procedures, and "no" means you must attach an explanation of the situation. **In addition, for answer(s) with asterisk (*) you may be required to submit additional information or documentation.**

Yes No

1. The Request-for-Proposal process

- | | | |
|---|-------|--------|
| a. What is the not-to-exceed amount of the contract? | _____ | |
| b. If you filled in more than \$10,000 in a., did you conduct a competitive solicitation process and apply the rating discount? | _____ | _____ |
| c. If you filled in \$29,000 or more, did you conduct a formal RFP and apply the rating discount? | _____ | _____ |
| d. If no to b. or c., have you attached an approved OCA Sole Source Waiver [Form P-21.5(b)]? | _____ | _____* |
| e. If yes to c., did HRC review the RFP? | _____ | _____* |
| f. Please provide date of RFP or other solicitation. | _____ | |
| g. If no to d., what is the authority for entering into a contract without a competitive solicitation? | _____ | _____* |

2. Drafting the contract

- | | | |
|--|--------|--------|
| a. What is the version of the P-501 that you are using? | _____ | |
| b. Have you omitted or modified any paragraphs (except for filling in blanks)? | _____* | _____ |
| c. If yes to b., list the paragraph numbers. | _____ | |
| d. Did you delete the bracketed instructions? | _____ | _____* |

3. Fill in the blanks in the document

- | | | |
|--|-------|--------|
| a. Did you fill in the contractor's name (p. 1)? | _____ | _____* |
| b. Did you fill in the CSC res. # & date (p. 1)? | _____ | _____* |
| c. Did you fill in the name of your dept and a short description of the services (p. 1)? | _____ | _____* |

Yes No

- | | | |
|--|--------|--------|
| d. Did you supply start and end dates in §1? | _____ | _____ |
| e. Did you supply invoice pmt date in §4? | _____ | _____* |
| f. Did you change the types of insurance and coverage amounts in §9? | _____* | _____ |
| g. If yes to f., have you attached the Risk Manager's written approval? | _____ | _____* |
| h. Did you attach current Certificate of Insurance with additional insured endorsement? | _____ | _____* |
| i. Do the coverage amounts in the Certificate match the amounts in §9? | _____ | _____* |
| j. Did you supply names or titles, and addresses of City and Contractor contacts in §17? | _____ | _____* |

4. Required information in the Appendices

- | | | |
|---|-------|--------|
| a. Does Appendix A and/or an attachment provide a detailed description of the services, deliverables, and schedule? | _____ | _____ |
| b. Does Appendix B and/or an attachment clearly describe the charges and method of calculation of charges? | _____ | _____ |
| c. Does each original of the contract have both appendices and any other attachments? | _____ | _____* |

5. Checking the vendor's Chapter 12B, Business Tax, and Chapter 14B status

- | | | |
|---|-------|--------|
| a. Does the vendor comply with Chapter 12B? | _____ | _____ |
| b. If no to a., have you attached HRC waiver? | _____ | _____* |
| c. Is the contractor's business tax status current? | _____ | _____ |

6. FAMIS Purchasing screen prints

When creating the FAMIS Purchasing document, use the following authority codes: 1) under 10K, use **PROFSERV-10K**; 2) if competitively bid (see item 1.b. & 1.c.), use **PROFSERV-BID**; and 3) if using Sole Source (see item 1.d.), use **PROFSERV-NOS**. To expedite your contract, please attach FAMIS screen prints.

7. Who filled out this form, and department contact

Form completed by:

Name: _____
 Phone: _____
 Signature: _____
 Date: _____