City and County of San Francisco

Request for Proposals for

2017 Start Up In Residence (STIR) Program

Date issued: Thursday, March 9, 2017

Proposal due: Monday, April 10, 2017 at 5:00 p.m. PST

Attachments:

1. Attachment A – City and County of San Francisco – Non Disclosure and Technology Based Solution Agreement Template

Request for Proposals for

2017 San Francisco Startup In Residence Program

I. INTRODUCTION AND SCHEDULE

A. General

The City and County of San Francisco's ("City's") Start-up in Residence ("STIR") Program aims to connect City agencies with innovative technology start-ups to develop technology based solutions to address challenges facing City government. The Program builds upon Mayor Lee's successful 2014 "Entrepreneurship in Residence" pilot initiative which produced six exemplary technology product innovations designed to meet local government needs. In 2016, six start-ups participated in the STIR Program in San Francisco. In addition, the cities of Oakland, San Leandro and West Sacramento implemented their own STIR programs in 2016, working with 7 start-ups total.

Historically, and particularly in the San Francisco region, technology has been a driver of increased productivity and innovation gains in many sectors - with government being a notable exception. The barriers to government adopting new technology are plentiful but the most significant is a shortage of public sector-specific solutions and more fluid pathways for governments to work with smaller technology companies. This has typically left government with two primary options: (1) utilize technology intended for Fortune 500 companies and large enterprises, or (2) develop a collection of customized solutions that require significant investment of time and resources.

The STIR Program aims to bridge this gap by connecting public-sector agencies directly with technology entrepreneurs to seed product development that is specifically tailored to address public sector needs. With thousands of policy challenges, government has the potential to support a large ecosystem of best-of-breed technology solutions helping catalyze public sector innovation and productivity.

The City is soliciting proposals from start-ups for technology based solutions to address 14 specific "Civic Challenge Areas" facing several City agencies. (See Pages 4-9 of this RFP for a description of the Civic Challenge Areas.) "Technology based solutions" means on premise software, mobile apps, hosted software, information technology hardware, and/or any combination thereof. The highest scoring responsive proposals for each of the 14 Challenge Areas will be selected to participate in a four-month long "residence period" to work with the relevant City department to develop their proposed technology based solution. The residence period will run from May 2017 to August 2017.

The STIR Program will include an educational component during the residence period for the selected participants and corresponding City agencies consisting of in-person and web sessions with leaders in the business, legal, finance, investment, and consulting sectors, as well as government executives, innovators, academics, and researchers. The educational component aims to help STIR participants learn about navigating government partnerships, the government procurement process, open data and systems integration, and civic tech trends, while helping City leaders learn about the technology marketplace, how to develop technology product solicitations, and how to approach building a technology product.

Upon the conclusion of the residence period, the City will have the option to license any technology-based solution developed during the residence period as follows:

- Perpetual License to On Premise Software: In those cases where the participant develops on premise software, the City will have the option to license the software in perpetuity free of charge. If the option is exercised, the participant(s) will maintain the software and provide the City with free maintenance for 90 days, during which time the City and participant(s) may negotiate an annual maintenance fee for future years.

- Hosted Software or Applications: In those cases where the software developed is hosted by a participant (i.e., "hosted software"), the City will have the option of a term license with 90 days of access provided free of charge. If the option is exercised, the City and participant(s) may negotiate an annual subscription fee for future years.

- Hardware: In those cases where the participant develops a hardware product, the City will have the option to lease or license the product for free for 90 days (including free maintenance). If the option is exercised, the City may elect to purchase or continue leasing the product following the initial 90 days of free use, and in such a scenario will negotiate a compensation charge and maintenance fee with the participant(s).

Selected participants will be required to sign a Non-Disclosure and Technology Based Solution Agreement (see sample provided in Attachment A) prior to commencing work with the assigned City department. The City may negotiate the terms of perpetual license, hosting, and/or purchase option agreement(s) following the residence period if a successful technology based solution has been developed by participant(s). In addition, a STIR contracting guidebook is available to applicants to help them understand relevant laws and procedures that govern public procurement in San Francisco. This guidebook is located: http://startupinresidence.org/wp-content/uploads/STIR-Contracting_Guide.pdf

In those cases where the participant ("Contractor') develops a hosted software solution, special legal requirements would apply to the license, hosting, and/or purchase option agreement. The City's data, and the Contractor's data center storing such data, must be located and remain within the United States. The Contractor shall ensure that all physical or electronic transmission or exchange of data with the City and/or any other parties expressly designated by the City shall take place via secure means (for electronic transmissions using HTTPS or SFTP or the most recent version used in the industry). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in its contract with the City. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties.

B. Schedule

The anticipated schedule for selecting STIR participants is:

Proposal Phase	Date
RFP is issued by the City	March 9, 2017
Proposals due	April 10, 2017
Oral interview with those applicants selected for further consideration	April 2017

II. SCOPE OF WORK

The City invites proposals for technology-based solutions for the 13 Civic Challenge Areas described below. Applicants may propose a solution only to one of the Civic Challenge Areas listed.

Please note that while applicants may choose to propose technology-based solutions to other City challenges that are not listed in this RFP, any such ideas will not be considered for this 2017 STIR San Francisco cohort. Such ideas may help inform the City's selection of challenge areas for the 2018 STIR program or an alternative City competition process.

III. STIR 2017 CIVIC CHALLENGES

1. Human Services Agency (Office of Early Care and Education): *Easy to use tool for families to get access to high quality childcare*

Context: As of today, more than 3,000 children from low-income families from across the City under the age of 5 are on waiting lists for child care. And the number will likely grow each day. Unfortunately, the current countywide waiting list fails to effectively connect families to child care options that meet their needs. Only about 10% of families on the waiting list who are contacted enroll in a child care program. In our interviews with parents, almost all mentioned that they were on waiting lists for long periods of time with no idea about their status. Among the few parents who were finally contacted about an available space, most said the childcare offered didn't meet their schedule, location or cost needs. **Technology Need:** We need technology partners to help us design an innovative, efficient solution that will help our 3,000 families on the childcare waiting lists today, and all of our future families who will be faced with the difficult decision of who will care for their child.

2. Office of Contract Administration (OCA) with Committee on Information Technology (COIT): Purchasing Chatbot for City Departments

Context: Every year, the City and County of San Francisco spends hundreds of millions of dollars on goods and services provided by private sector businesses, many of whom are based in the Bay Area. Commerce between the government and businesses can be a confusing and frustrating process because of the numerous rules involved that are difficult for individuals to read and understand. OCA would like to leverage emerging technologies to make the procurement process easier, and to standardize the purchasing guidance provided to City employees.

Technology Need: OCA seeks a solution that City employees can download onto their smartphones to guide them through the procurement process. The solution would provide guidance to users on the following subjects: a) How best to purchase items or services on behalf of the City; b) Which Administrative Code rules apply to common purchasing scenarios; c) Which IT purchases are best handled through the Tech Marketplace; d) Where to access necessary compliance forms used in procurement. The solution could be a software or mobile tool, including but not limited to a chatbot.

3. Arts Commission: *Digitizing the Weekly Space Assignment Lottery process for Local Artists*
Context: San Francisco street artists are licensed to sell in specific locations throughout the city. These locations have been mapped onto static documents, but due to the nature of street use, multiple agencies, and citywide events, these locations are constantly changing and temporarily affected by a multitude of projects. The Arts Commission seeks a solution that would allow for the easy mapping of these locations, editing of the maps, notification of real-time use from other City agencies and non-city projects, as well as the ability to track everyday use by street artists. Part of the everyday use of the street artist spaces is managed through an in-person lottery. This is an administratively heavy undertaking that is currently managed by volunteers. It is the Arts Commission's wish to align our technological solution for mapping and use of the sites with the daily lottery. It would be best if the solution would allow for data collection on the spaces claimed in the lottery. Here are links to a description of the Arts Commission's current lottery process, and its current list of maps and locations:
http://www.sfartscommission.org/street_artists_program/lottery/index.html, and
http://www.sfartscommission.org/street_artists_program/maps/index.html
Technology Need: The Arts Commission seeks a solution to map street artist locations, notify real-time use of locations by city agencies and other projects, conduct weekly artist lotteries, and tracking everyday use by street artists.

4. Department of Public Health (DPH): *Streamlining Reporting and Evaluation Tool for Children and Patients with physical and disabling conditions*
Context: DPH provides outpatient physical and occupational therapies for children with long term disabling conditions. The clients are evaluated regularly and the information in these reports is critical for determining services, planning treatment, and facilitating team communication. In order to improve the quality of the evaluation reports our therapists write regarding its clients, DPH developed an evaluation template. DPH seeks assistance to streamline this template and allow for more flexibility in its use. This would increase DPH's efficiency, free up more staff time to address treatment needs, and provide a more useful and complete report.
Technology Tool: DPH's Children's Services Medical Therapy Program seeks a solution that will streamline the reporting template for patients of physical and occupational therapies for children with long term disabling conditions.

5. Department of Public Health (DPH): *Predictive Analytic Tool to make the assessment and inspection process easier for the Food Safety Program*
Context: DPH's Food Safety Program is responsible for inspecting over 7,000 food establishments. The number of new establishments has risen in recent years, stretching an already thinly staffed inspection program. DPH's Office of Policy and Planning is assessing various strategies to ensure that food establishments continue to operate at a high level of service excellence and protect the health and safety of the public. One strategy is to use predictive analytic tools that process novel data streams and other data sources to inform and improve decision making processes within the program. Local governments across the County are increasingly using these tools to support their work in fields ranging from building safety to social service administration to food safety. These tools have the potential to help the Food Safety Program improve food establishments' health and safety practices and transform traditional inspection processes. Studies have shown that predictive analytic tools can be used to efficiently allocate staff to target food establishments at a high risk for health code violations and

identify unreported foodborne illness outbreaks. In Boston, an analytic tool was used to analyze Yelp reviews to identify restaurants of high risk for health and sanitation violations. The tool's evaluation found that if the tool was used to allocate inspection staff, there would be a 50% increase in the number of violations identified per inspection.
Technology Tool: DPH's Food Safety Program seeks predictive analytic tool that can efficiently allocate food safety inspectors and prioritize restaurants at highest risk for food safety issues for inspection, thereby improving the public health of residents and consumers. The tool must address concerns such as practical implementation and administration, algorithmic transparency, and equity (i.e. protecting against disproportionate impact on certain communities because of the tool's use).

6. Department of Human Resources: *Mobile Tool for Streamlining spontaneous volunteers for disaster recovery efforts*
Context: During a major disaster, the City's Department of Human Resources is responsible for registering volunteers and deploying them for the City. The current registration process includes manual entry and there is no formal tracking system.
Technology Tool: In an effort to modernize and utilize technology, DHR hopes to develop a solution that efficiently solves the problem of registration/intake, deployment, tracking, and communicating with volunteers.

7. San Francisco Sentencing Commission: *Web-based recidivism analysis dashboard*
Context: To date, there has been no comprehensive analysis of justice system outcomes in San Francisco. Recidivism analysis is essential to develop an understanding of the effectiveness of various crime prevention, diversion and rehabilitation efforts. The recidivism data that San Francisco does have is not packaged in a way to maximize impact and grab the attention of key decision makers. Furthermore, three separate reports from the Haywood Burns Institute, San Francisco Sentencing Commission, and JFA Associates have all concluded that significant gaps in the City's data collection, data sharing, and subsequent analysis inhibit the equitable and efficient administration of justice.
Technology Tool: The San Francisco Sentencing Commission seeks to develop and implement a web-based justice system recidivism analysis dashboard, integrating data from multiple law enforcement agencies. The dashboard will support the development of data-driven sentencing and supervision policies and further enable San Francisco to assess progress in reducing racial and ethnic disparities in the criminal justice system. This resource will help San Francisco advance the objectives identified in the MacArthur Safety and Justice Challenge.

8. Our Children Our Families Council (OCOF): *One-Stop Shop web portal and services directory for youth and families*
Context: OCOF seeks to create a comprehensive digital service directory, which would include all publicly-funded and publicly-administered services for youth (up to 24 years old) and their families including health and human services, activities, childcare, housing, health care, legal aid, etc. The end result would be a digital directory that connects disparate data sets into one holistic portal to increase accessibility and uptake of services to help San Francisco families thrive. Intended users are parents, teachers, counselors, youth, community based organizations, and city departments. The site would have one entry point (e.g., homepage) that links to multiple search portals, which are unique to a particular data structure, user segment or issue (e.g.,

transition aged youth (TAY), child care, housing). This is critical as the search criteria and database structure for each are different (e.g., for housing, the filters would include number of rooms and rent, whereas for summer camps the filters would include dates and ages of children). Currently, service data is decentralized and often inaccessible to the populations most in need. Multiple directories and portals exist for families to get information but none of them are comprehensive. For example, 211 (211bayarea.org) provides basic health and human services listings, but does not include out-of-school activities, in-school services, child care openings, affordable housing listings, or medical support groups. Much of the current service data is locked in proprietary silos maintained by individual organizations in different formats and is inaccessible to other departments, agencies, and stakeholders.
Technology Tool OCOF seeks a web-based Digital Service Directory including (1) a flexible homepage with the ability to expand to become a one-stop portal for all types of services and (2) a well-designed search portal for health and human services using an existing database that would serve as a template for other search portals with their own databases (e.g., child care, activities, housing). The tool would be developed to be flexible and open enough to enable future development of other search portals linked to other datasets (or a combination of datasets). The tool should be easily navigable for families of all income levels and other barriers (see equity lens section of the OCOF Outcomes Framework) including use of icons, search filters, maps and other user accounts/logins.

9. Real Estate Division-City Hall Building Management (RED-CHBM): *A mobile solution that enhances the City Hall experience for SF residents and visitors*
Context: RED-CHBM manages San Francisco City Hall, the crown jewel of the City's real estate assets. As a national historic landmark, RED-CHBM takes great care and pride to make City Hall accessible and welcoming to both citizens and visitors. City Hall initiated an electronic kiosk located at all four entrances to the building that offers users office location and wayfinding guidance, translated from English to Chinese, Filipino, Spanish and Russian.
Technology Tool: RED-CHBM seeks to improve the City Hall experience by creating a mobile solution that can work in concert with the building's electronic kiosk system, to improve wayfinding in City Hall. In addition, RED-CHBM would like to explore the possibilities of "on the- fly" translations for both the kiosk and the mobile app to allow for more current information about meetings and events in City Hall. Ideally, this would include digitizing meeting agendas and public events at City Hall. As the City's Language Access Ordinance requires RED-CHBM to translate relevant information in the above languages, the ability to translate is essential. The wayfinding portion of the app should be able to direct visitors and SF residents to various City Hall offices to conduct business or to any of our public areas. City Hall has unique architectural features that we would like the wayfinding portion of this app to explain, written or in audio form, in any of the languages covered under the Language Access Ordinance.

10. Treasurer's Office of Financial Empowerment (OFE): *Data Mapping and Visualization Tool of Programs and Services available to low-income San Franciscans*
Context The OFE was created to equip poor and low-income San Franciscans with the knowledge, skills and access they need to achieve greater financial security. Empowered people create and expand businesses, raise healthy families, support their community, and contribute to the tax base so critical to a sustainable city. OFE often receives questions about its programs and their impact that are difficult for OFE to answer, such as where OFE targets its programs and

services and the impact that they are making in different neighborhoods. OFE would like to improve visualization of such data for better internal planning, and communications.
Technology Tool: OFE is interested in using technology to tell the story of poverty and financial insecurity in San Francisco, across neighborhoods and communities, and to use technology to share impact of its programs and services on the communities. OFE would like to use mapping and data visualization to tell the story of vulnerability in San Francisco and provide insight into where OFE should target its programs and services and what impact they make.

11. Recreation and Parks Department (RPD): *Dynamic Visitor Counter & Visual Analysis Tool for SF City Parks*
Context: Business experts often repeat that if you don't count it, it doesn't count. Therefore, if it is truly central to the enterprise, it must be measured, tracked, counted, reported, and managed. But in a world with increasing reliance on data, and a public expectation that governments make resource allocation decisions based on accurate and complete information, RPD is struggling to count the most basic metric of our work: how many people are visiting our parks? Not knowing how many people use City parks creates operational challenges and leaves RPD to manage by anecdote, rather than data. If technology could help RPD understand how many people use the City's parks, when, with what frequency and duration, RPD could right-size staffing, prepare for peak use, optimize recreational programs (like day, time, or age group), prioritize capital investment, and advocate for resources that match demand. RPD's search for solutions has led to the following conclusions: in-person surveys are expensive; 'off-the-shelf' solutions are suitable for indoor environments; and, cameras with counting algorithms are also expensive and require complex installation.
Technology Tool: RPD seeks an affordable, scalable, portable technology that would count visitors in parks with open perimeters, sidewalk trees, changes in elevation, and adjacent pedestrian traffic that is not entering a park.

12. Recreation and Parks Department and Department of the Environment: *An emerging technology that helps to make the City more clean, safe and livable*
Context: San Francisco, named after the patron saint of animals, is infamous for having more dogs (150,000) than children (120,000). Many of these dogs enjoy daily exercise on public sidewalks, parks, and natural areas, where their owners can conveniently leave waste in trash cans for the City to remove. In fact, an estimated 32 million pounds of dog poop is left in our trash cans annually. It is then sent to landfill at public expense and significant environmental consequence. Dog poop creates methane, a greenhouse gas far more destructive than carbon dioxide. Doing some simple math, San Francisco's dogs generate 51 million cubic feet of unburned methane - enough to power more than 120,000 light bulbs for one year. Compounding the problem, an estimated 30% of dog owners leave (some or all of the) dog poop where it lands; either on the sidewalk, where it washes down storm drains to damage aquatic habitat or worse or even worse, camouflaged in the grass to be discovered by a park visitor.
Technology Tool: The Recreation and Parks Department and Department of the Environment are seeking a technical solution to dog poop that would make our City more clean, safe, and livable for all? The market for methane capture and energy conversion has focused on cows, but per pound of body weight, dogs produces 10 times the fecal coliform of a cow. Our Green City (and many other dog-friendly jurisdictions), desperately needs a park-sized, affordable solution that could convert the methane from dog poop into electricity. If the technology could also bring

interactive fun, in San Francisco maker-style, then our City would continue to lead the world in progressive, inventive, urgently-needed solutions for living in harmony with each other and the planet.

13. Mayor's Office of Housing & Community Development (MOHCD): *Affordable Housing Feasibility and Analysis Tool*

Context: One of MOHCD's core missions is to provide financing for the development, rehabilitation and purchase of affordable housing in San Francisco. MOHCD staff are always on the look-out for cost-effective land and building acquisitions for affordable housing development, and multiple land or building owners and brokers contact MOHCD every week with information and proposing to MOHCD the purchase of their parcels. Currently, MOHCD assesses the suitability of each site for potential affordable housing development the old-fashioned way: by checking zoning requirements and sketching out each proposed building manually.

Technology Tool: Design a software solution that would allow MOHCD staff to quickly evaluate whether a land parcel or building is suitable for affordable housing development. The solution should produce digital feasibility drawings of parcels that include building massings based on the City's zoning controls. A tool is needed that can incorporate inputs from non-architectural MOHCD staff (proposed unit types, bedroom size, community space requirements, open space requirements, and per-unit comparable cost values) and provide cost estimates and conceptual architectural designs for each possible development.

IV. SUBMISSION REQUIREMENTS

A. Submission of Proposals

Proposals must be electronically submitted by 5:00 p.m. Pacific Standard Time on April 10, 2017.

B. Format

Proposals must be submitted electronically using the STIR application submission webpage: https://sfgov.forms.fm/startup-in-residence-2017-applications
Paper submissions will NOT be accepted.

C. Content

Required proposal content is outlined in the STIR application submission webpage under the following headings:

- Challenge You Are Addressing
- Introduction to Your Team
- Introduction to Product/Solution

Applicants must accurately describe their experience and credentials in the application. Applicants who are selected for interviews may be asked to describe their skills and experience in greater detail. Inaccurate or false information shall be grounds for rejection of your application.

V. EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifying Criteria

An application will be deemed non-responsive if the following requirements are not met:

- All sections of the application form must be filled out.
- The application must specifically address/respond to one of the identified "challenge areas".
- The applicant must commit to participating in the program for the full 16 week residence period. At least one team member must be able to meet in-person with City department staff at least once per month during the residence period.

The Mayor's Office of Civic Innovation (MOCI) will perform an initial screening of all applications to determine whether they satisfy these minimum qualifying criteria. Any application that does not meet these requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for selection.

B. Selection Criteria

For each challenge area, the proposals will be evaluated by a selection committee comprised of employees of the relevant City department in question with expertise in the challenge area and/or IT systems of the department. Selection committees may include the IT manager for that department. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Criteria	Possible Points
Proposed technology based solution. • Demonstrates a comprehensive understanding of the nature and scope of the challenge • Extent to which the solution creatively and effectively addresses the challenge area • Whether the solution is compatible with or flexible enough to work with the City's IT infrastructure or City requirements • Demonstrated ability and commitment to provide the resources and staff time to actively participate in and work with the City department during the 16-week program, including by attending in-person meetings, trainings and workshops.	50
Relevant technology skill set and experience. • Expertise of the start-up in the fields necessary to execute the proposal • Recent relevant experience of team members • Professional qualifications and education of team members • The start-up's record of past successes developing technology	35

tools and services for the public or private sector • The existence (or lack thereof) of working prototypes	
The proposed solution's larger potential in the public sector. • The proposal's potential to have broader application and benefit for other governmental entities	15
TOTAL POINTS FOR WRITTEN PROPOSAL	100

C. Oral Interview [50 points]

Following the evaluation of the written proposals, up to three (3) proposers receiving the highest scores for a particular civic challenge will be invited to an oral interview. The interview will consist of standard questions asked of each of the three proposers. City departments will combine both written and oral interview scores of the three "short listed" proposers to determine final scores and participant selection. Evaluation and scoring criteria for the oral interview are noted below.

Oral Interview Criteria	Possible Points
Communication skills. • Ability to verbalize key concepts and solution ideas in a manner that is easy for department representatives to understand.	25
Critical problem solving skills. • Ability to respond to departmental questions about the applicant's proposed solution with detailed answers that demonstrate an awareness of possible challenges that may be encountered during the residence period.	25
TOTAL POINTS FOR ORAL INTERVIEW	50

V. Pre-Proposal Inquiries and Contract Award

A. Pre-Proposal Inquiries

Proposers may submit written questions regarding this RFP to MOCI via email at Amardeep.Prasad@sfgov.org no later than March 20, 2017. All questions and answers will be posted on the STIR website at www.startupinresidence.org

B. Contract Award

Each City department will select a proposer with whom department staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and

approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the department, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding this RFP should be emailed to Amardeep.Prasad@sfgov.org of MOCI. All questions from applicants, and the City's responses to those questions, will be posted online at the STIR website for applicants to review.

C. Objections to RFP Terms

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

D. Change Notices

The City may modify the RFP prior to the proposal due date by updating the content displayed on the applicant submission webpage. Updates will be marked so that proposers can identify them easily. The City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has followed all submission criteria.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. The City asks that proposers refrain from submitting more than one revision.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

F. Errors and Omissions in Proposal

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

G. Financial Responsibility

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

H. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

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

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

I. Sunshine Ordinance

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

J. Public Access to Meetings and Records

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

K. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or

6. Determine that no project will be pursued.

L. No Waiver

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

VII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

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

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

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

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F.

Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

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

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual

authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

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

Amardeep Prasad

San Francisco City Hall

1 Dr. Carlton B Goodlett Place

Room #496

San Francisco, CA 94102

ATTACHMENT A: NON-DISCLOSURE AND TECHNOLOGY BASED SOLUTION AGREEMENT

City and County of San Francisco Start-Up In Residence Program

Confidential Information Nondisclosure
and Technology Based Solution Agreement

This Non-disclosure and Technology Based Solution Agreement (the "Agreement" or "NDA") is made as of [date] (the "Effective Date") by and between [name of Contractor] ("Contractor" or "Recipient"), and the City and County of San Francisco, a municipal corporation, ("City"). "Party" or "Parties" shall mean the entities signing this Agreement.

WHEREAS, the City and County of San Francisco ("City")'s Start-up in Residence ("STIR") Program aims to connect City agencies with innovative technology start-ups to develop technology based solutions to address challenges facing City government; and

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

WHEREAS, Contractor requires the City's Confidential Information (as defined below) to develop a technology based solution to the [name of department] identified challenge and the City is willing to provide said Confidential Information for such purpose.

NOW therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Technology Based Solution Scope of Work; Staffing.

(a) Technology Based Solution Scope of Work. Contractor agrees to partner with City, free of charge, in developing technology based solutions to the [name of department]'s identified challenge described in full detail in Appendix A "Scope of Work." "Technology Based Solutions" means solutions offered to City such as on premise software (licenses to software object code), mobile applications, hosted software or applications, information technology hardware, and/or any combination thereof. In those cases where Contractor develops a hosted software solution, the City's data, and the Contractor's data center storing such data, must be located and remain within the United States.

(b) Staffing. Work under this Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. The personnel of each Party, when on the premises of the other, shall comply with the security and other personnel regulations of the Party on whose premises such individual is located.

2. Term and Termination

(a) Term. The term of this NDA shall be from [date] to [date]. This NDA shall apply to all Confidential Information relating to the development of a technology based solution in regards to [name of department]'s identified challenge, which is listed in Section 3 and designated as "Confidential Information" by City. The duty to keep designated information confidential shall continue beyond the term of this NDA. At the completion of the term of this NDA, except as otherwise provided in this NDA, Contractor shall return to City all tangible Confidential Information within ten (10) business days. Contractor shall purge any digitally held Confidential Information within ten (10) business of the completion of this NDA and provide City with written certification within five (5) days that such purge occurred.

(b) Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. Upon termination for convenience, Contractor shall return to City all tangible Confidential Information within ten (10) business days. Contractor shall purge any digitally held Confidential Information within ten (10) business of the completion of this NDA and provide City with written certification within five (5) days that such purge occurred.

(c) This Section 2 and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

3. Proprietary and Confidential Information; Protection of Private Information
4. Ownership of Developed Technology Solutions; City Options
5. Warranties of Contractor
6. Indemnification and General Liability
8. Insurance
13. Governing Law; Jurisdiction
14. Amendment and Waiver
15. Entire Agreement
16. Audit and Inspection of Records
17. Taxes
23. Non-Waiver of Rights

3. Proprietary or Confidential Information; Protection of Private Information.

(a) Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

(b) Exceptions. Notwithstanding the above, Contractor shall not have liability to the City with regard to any Confidential Information that: (a) at the time of disclosure, is available to the general public; (b) at a later date, becomes available to the general public through no fault of Contractor, and then only after such later date; (c) was in Contractor's possession prior to receipt without an obligation of confidence; (d) is disclosed to Contractor without restriction on disclosure by a third party who had the lawful right to disclose such information; (e) was independently developed by Contractor without the use of any Confidential Information; or (f) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that Contractor shall provide notice to the City of such court order, requirement or request to enable City to seek a protective order or otherwise prevent or restrict such disclosure.

(c) Data Transmission. The Contractor shall ensure that all electronic transmission or exchange of Confidential Information between the Parties shall take place via secure means (using HTTPS or SFTP or equivalent). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City Confidential Information of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. City's data, and the Contractor's data center storing such data, must be located and remain within the United States.

(d) Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant of license thereto. City will retain all right, title, and interest in and to all Confidential Information.

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

4. Ownership of Developed Technology Solutions; City Options.

(a) Ownership of Developed Technology Solutions. Contractor represents and warrants to City that it is the lawful owner or licensee, or will become the lawful owner or licensee, of all programs, materials and property used by it in the performance of the services contemplated hereunder and shall have the right to permit City access to the developed on premise software, hosted software or applications, or developed equipment as described below.

(b) City Options.

1) Perpetual License to On Premise Software. If Contractor develops on premise software, the City shall have the option to license the software in perpetuity, free of charge. If the option is exercised, the Contractor will maintain the software and provide the City with free maintenance for 90 days post residency, during which time the City and Contractor will negotiate an annual maintenance fee for future years.

2) Hosted Software or Applications. If Contractor develops software or applications that are subsequently hosted by a Contractor (i.e., "hosted software"), the City shall have the option of a term license or subscription with the 90 days post residency of access provided by Contractor free of charge to City. If City exercises this option, the City and Contractor will negotiate an annual subscription fee for future years.

3) Hardware. If Contractor develops a hardware product, the City shall have the option to lease or license the product for free for 90 days post residency (including free maintenance). Following the initial 90 days of free use, the City, at its option, may elect to purchase or continue leasing the hardware product. City and Contractor will negotiate purchase or future lease terms.

5. Warranties of Contractor.

(a) Warranty of Title and Infringement Indemnification. Contractor warrants that the Technology Based Solutions developed pursuant to this Agreement will, prior to its licensing or transfer to City, be the sole and exclusive property of Contractor. If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Technology Based Solutions infringes a patent or copyright, or any rights of a third party, or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (infringement), Contractor will hold City harmless and defend such action at its expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Technology Based Solutions constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event that a final injunction shall be obtained against City's use of the Technology Based Solutions by reason of Infringement, or in Contractor's opinion City's use of the Technology Based Solutions is likely to become the subject of Infringement, Contractor may at its option and expense (a) procure for City the right to continue to use the Technology Based Solutions as contemplated hereunder, (b) replace the Technology Based Solutions with non-infringing, functionally equivalent substitute Technology Based Solutions, or (c) suitably modify the Technology Based Solutions to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Technology Based Solutions. If none of these options is reasonably available to Contractor, then this Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid for the use of the infringing Technology Based Solutions.

(b) Disabling Code. Contractor represents and warrants that any developed software, traditional object code license, applications or software as a service, equipment or

combination thereof, and any information, reports or other materials provided to City, including future enhancements and modifications thereto, shall be free of any disabling code or viruses at the time of their receipt by City.

6. Indemnification and General Liability. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of 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.

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

8. Insurance.

(a) Required Coverages. Without in any way limiting Contractor's liability pursuant to Section 6 "Indemnification and General Liability" 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 and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

4) Technology Errors and Omissions Liability coverage, with limits of $1,000,000 each occurrence and each loss, and $2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(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) All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 18, entitled "Notices to the Parties."

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

(e) Should any 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.

(f) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(g) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

9. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

10. Independent Contractors. The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

11. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12. Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and the City shall be entitled to seek injunctive relief (preliminary or otherwise) as a remedy for any such breach or threatened breach without the necessity of proving actual damages. Such remedy shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or equity including investigators' and attorneys' fees and costs.

13. Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed

and interpreted in accordance with the laws of the State of California. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the courts in the City and County of San Francisco, California.

14. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of Contractor and the City. Any amendment or waiver effected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

15. Entire Agreement. This Nondisclosure Agreement embodies the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the use and disclosure of Confidential Information. The headings are provided for the purpose of reference and convenience and are not intend to affect the meaning of the contents or scope of this Agreement.

16. 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.

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

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

To City: [name and title of department contact person]
[name of department]
[mailing address]
[e-mail address; fax number is optional]

To Contractor: [name of contractor]
[mailing address]
[e-mail address; fax number is optional]

Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

19. Limitations on Contributions. By executing 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 the board of a state agency 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

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

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

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

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

25. Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

26. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d).

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

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

IN WITNESS WHEREOF, the Parties have executed this Non-disclosure and Technology Based Solution Agreement as of the date first above written.

[contractor name]

Signature: _____

Name: _____
(print)

Title: _____

Address:

CITY AND COUNTY OF SAN FRANCISCO

Signature: _____

Name: _____
(print)

Title: _____

[Department name and address]

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By:_____
[name of deputy city attorney]
Deputy City Attorney

Date:_____

Appendices:

A: Scope of Work