

City and County of San Francisco

Request for Proposals for

BUILD OUT AND OPERATION OF AN OUTPATIENT DIALYSIS CENTER FOR THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH



Date issued:	8/12/2013
Pre-proposal conference:	Not Applicable
Letter of Intent Due:	8/26/2013
First E Question Session Begin:	8/26/2013
First E Question Session End:	8/29/2013
Walk Through:	9/17/2013
Second E Question Session Begin:	9/17/2013
Second E Question Session End:	9/20/2013
Proposal due:	10/21/2013
<i>Estimated Dates</i>	
Top Vendor Chosen:	12/2/2013
Start Date:	3/2014

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Request for Proposals for: Build Out and Operation of an Outpatient Dialysis Center for The San Francisco Department of Public Health

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Appendices:

The following appendices (A-1, A-2, A-3) are available in three separate zip archives available for download at: the Department of Public Health RFP/Q Center located at <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/default.asp>. Click on **RFP 23 - 2013** and follow the instructions.

A-1. THESE FORMS MUST BE COMPLETED IN ORDER FOR A PROPOSAL TO BE CONSIDERED.

Zip archive name: **A1.zip**

Files included:

- Ø **Letter of Intent.pdf**
Form to submit a Letter of Intent (LOI)
- Ø **Proposal Statement.pdf**
Form to Submit a Proposal Statement

A-2. Forms the winning Proposer must submit within 5 working days after the notification of an award.

Zip archive name: **A2.zip**

Files included:

- If the winning Proposer is a current vendor with the City you may not need to submit these forms**
- Ø **MCO Dec.pdf**
Declaration for the Minimum Compensation Ordinance
 - Ø **HCAO Dec.pdf**
Declaration for the Health Care Accountability Ordinance
 - Ø **Vendor Profile.pdf**
Vendor Profile Application
 - Ø **Biztax.pdf**
Business Tax Application Form (P-25)
 - Ø **Fw9.pdf**
Federal W-9
 - Ø **First Source Employment Projection.pdf**
Form for the city First Source Hiring Program
 - Ø **12b101.pdf**
Compliance form for the equal benefits ordinance

A-3. For Information Only

Zip archive name: **A3.zip**

Files included:

- Ø **Standard Professional Services.pdf**
The City Standard Professional Services Agreement (p-500)
- Ø **Standard City Lease.pdf**
The City Standard Lease Agreement
- Ø **Ins. Req.pdf**
Department of Public Health Insurance Requirements
- Ø **Ins. Sample.pdf**
Sample Insurance certificate and Endorsement
- Ø **HIPAA for Business Associates Exhibit.pdf**
Standard DPH HIPAA Business Associates Exhibit
- Ø **Outpatient_Dialysis-Arch.pdf**
Architectural drawings of the site
- Ø **Quickref.pdf** Also visit:
<http://www.ci.sf.ca.us/sfhumanrights/12b.htm>
Quick Reference Guide to Chapter 12B
- Ø **Exemplar Floor Plan and Campus Map**
- Ø **Excerpts from 2011 Abatement Oversight and Monitoring Report Project Oversight and Air Monitoring Report by Envirosurvey, Inc. for Laguna Honda Hospital Reconstruction Project, 3rd Floor Kitchen Demolition, dated August 26, 2011**

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Request for Proposals for: Build Out and Operation of an Outpatient Dialysis Center for The San Francisco Department of Public Health

I. Introduction

A. General

The San Francisco Department of Public Health (“SFDPH”) is seeking proposals to enter into a 10 year lease for the build out of shell space and the operation of an outpatient dialysis clinic in the portion of the Laguna Honda Hospital and Rehabilitation Center (“Laguna Honda”) Administration Building (“Building”) generally depicted in the drawings included in Appendix A-3 (the “Premises”). The selected proposer shall be responsible for improving, equipping, operating, and maintaining the Premises, obtaining any requisite licenses, and complying with all regulatory requirements. The selected proposer shall provide dialysis services for all SFDPH-referred patients at the Premises, bill the payor source for such patients, and retain revenue for the services performed. SFDPH shall reimburse the selected proposer for dialysis services provided to SFDPH-referred patients without a payor source at the current Medi-Cal rate pursuant to a separate services agreement. Medical direction for the dialysis clinic shall be provided by SFDPH through its Affiliation Agreement with University of California San Francisco (“UCSF”).

The service contract awarded from this RFP will have term that is coterminous with the length of the lease.

B. Schedule

The anticipated schedule for this project is:

SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>TIME</u>	<u>DUE DATE</u>
RFP notice mailed to vendors	-	8/12/2013
Publication of RFP	-	8/12/2013
Letter of Intent (LOI)	3:00 pm	8/26/2013

THE LETTER OF INTENT IS MANDATORY AND REQUIRED IN ORDER TO SUBMIT A PROPOSAL. ONLY VENDORS THAT SUBMITTED AN LOI BY THE DUE DATE CAN E-MAIL QUESTIONS CONCERNING THE SPECIFICS OF THE PROGRAM DURING THE E-QUESTION PERIODS AND PARTICIPATE IN THE WALK THROUGH.

First E-Questions (begin)		8/26/2013
First E-Questions (end)		8/29/2013
Walk Through		9/17/2013
Second E-Questions (begin)		9/17/2013
Second E-Questions (end)		9/20/2013
Proposal Due		10/21/2013

Estimated Dates

Initial Review	-	10/21/2013
Technical Review / Interviews	-	10/28/2013 – 11/19/2013
Top vendor(s) chosen		12/2/2013
Lease and service contract negotiations	-	12/2013
Health Commission approval	-	1/2014
Board of Supervisors approval		1/2014
Lease and service contract certification	-	2/2014
Start Date	-	3/2014

II. SCOPE OF WORK

A. Services

1. Background

The San Francisco General Hospital (“SFGH”) Renal Center provides hemodialysis and peritoneal dialysis services to residents of San Francisco, regardless of insurance status. As detailed below (see “payor mix” table), many of the patients are medically indigent and, at the time of dialysis initiation, have limited options for care. The SFGH Renal Center is located in Building 100 (Ward 17) on the SFGH Campus and is operated via a management contract with the UCSF School of Medicine, Department of Medicine, Nephrology Division. The UCSF Nephrologists provide outpatient dialysis services to a total of 229 patients. Of the 229 patients, 97 receive dialysis services at the SFGH site and 132 receive services at local community based sites. The current SFGH Renal Center has a 13-chair hospital based unit, which operates 3.7 shifts on Monday, Wednesday and Friday from 5:30am to 8pm; 3 shifts on Tuesday, Thursday and Saturday from 5am to 6pm. The current SFGH Renal Center peritoneal dialysis program also provides home-based dialysis services to 30 patients.

2. Current Payor Mix & Other Financial Data

Payor Category	% Hemo	% Peri
Medicare	51.7%	48.3%
Medi-Cal	48%	51.7%
Not insured	0.3%	
CHN- Jail	0%	
Grand Total	100%	100%

Ward 17 Patient Volume Annual Sessions

Programs	2008	2009	2010	2011 (Updated as of March 2012)	Unmet Needs
Hemodialysis	11,581	12,368	12,604	16,224	7,500 – 12,500
Continuous Ambulatory Peritoneal Dialysis (CAPD) - Home	8,263	8,689	10,200	11,680	Based on 40- 70 newly referred patients referred to community dialysis units and 15 to 20 uninsured patient transferred to community units when they obtain Medi-Cal insurance
Totals	19,844	21,057	22,804	27,904	

Financial Analysis

	*HD+CAPD Current 2012 SFGH Ward 17	HD+CAPD Proposed 30 Chair LHH State-Of-The-Art Facility
HD Chairs	13	30
CAPD Slots	32	60
DPH Patients	136	240
Machines	15	35
Sessions	27,904	59,340
Rev Loss/Gain	**(\$9,063)	***+\$1,252,227

* Updated 3/2012

** Includes \$20k/Month OON Costs for SFHP Patients Unable to be accommodated on Ward 17

*** Increase revenue gain due to improved economies of scale: improve payor mix, increase capacity, more efficient physical layout

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3. Contract for Services

The following are some initial terms that will be incorporated in the services agreement. These are initial terms and may be supplemented with other terms depending on a proposer's proposal and negotiations between the selected proposer and SFDPH.

- A. Operate a duly licensed and accredited 30 chair out-patient hemodialysis dialysis center and an on-site home peritoneal dialysis training program at the Premises ("Dialysis Unit").
- B. Recruit and hire non-physician support staff required to manage and operate the required programs in item "A" above. In such recruiting and hiring, SFDPH encourages the selected vendor to consider the existing SFGH Dialysis Center employees, who are familiar with the requirements and operating procedures applicable to a dialysis clinic located on City property and SFDPH payment procedures for uninsured patients.
- C. Provide out-patient dialysis services and on-site home peritoneal dialysis training to all SFDPH-referred patients. If any SFDPH-referred patient is uninsured, SFDPH shall pay the selected proposer for the actual dialysis service provided to such patient at the Dialysis Center at the then-current Medical rates. The selected proposer shall provide monthly invoices, together with reasonable backup documentation, of the service provided to uninsured patients at the Dialysis Unit during such month. If SFDPH delivers written notice of any questionable entries in such delivered invoices, or insufficient documentation, the selected vendor shall promptly deliver the requested information to SFDPH. SFDPH shall make payments of an approved invoice within 30 days of approving such invoice and any additional documentation reasonably requested by SFDPH therefor.

4. The Lease

The following are some initial terms that will be incorporated in the lease. These are initial terms and may be supplemented with other terms depending on a proposer's proposal and negotiations between the selected proposer and SFDPH.

- Premises will be leased in its "AS IS" shell condition, with the tenant to fully improve and equip the Premises at its own cost, to the extent necessary to operate the Dialysis Unit. The tenant shall obtain City's prior consent to the proposed improvements and the design and construction drawings and specifications thereto, and shall construct and install the improvements (the "Initial Improvement Work") only in compliance with the City-approved drawings and specifications and all applicable laws. Improvements installed by the tenant shall be removed from the Premises at the end of the lease term.
- Proposers shall present a rental payment structure for the 10 year lease term, and the proposed schedule for completing the Initial Improvement Work and beginning Dialysis Unit operations.
- Tenant to maintain the tenant-installed improvements at its sole cost. Janitorial and trash, biomedical and hazardous waste removal services to be provided by the tenant at its sole cost and in compliance with all laws.
- 10-year term following substantial completion of the Initial Improvement Work.
- Annual CPI adjustments to Base Rent.

- Utilities are included in Base Rent and provided at levels reasonably necessary for the operation of the Dialysis Unit from 6 am to 6 pm, Mondays through Fridays (but excluding holidays observed by City). If tenant wishes to operate the Dialysis Unit for longer hours, the tenant would reimburse City for the additional utility usage and any additional security costs.
- The tenant must provide a security deposit and carry the insurance policies and bonds described in Appendix A-3.
- The lease may not be assigned, and the Premises cannot be subleased, without City's prior written approval.

5. Premises

The Premises is comprised of approximately 8,500 sqf of space on the 3rd floor of the Building. Depictions of the Premises, and its location within the Building and at Laguna Honda, and information regarding the condition of the Premises and the Building are attached at Appendix A-3.

6. Architectural drawings and Floor Plans

The PDF file entitled "Outpatient_Dialysis-Arch.pdf (12 pages)", attached at Appendix A-3, contains architectural drawings of a possible dialysis clinic layout within the Premises. This file is provided only for informational purposes, and proposers are not required to incorporate this layout.

7. Standard Utilities and Services

The standards set forth below describe the basic utilities and services which are presently in effect for the Building. SFDPH will have the right to adopt any nondiscriminatory modifications and additions to such standards which do not materially impair the operation of the Dialysis Unit.

A. Elevator. Unattended automatic passenger elevator facilities serving the floor(s) on which the Premises are located, on a 24-hour a day, 7-day a week basis.

B. Ventilation; Heating and Conditioned Air (no Air Conditioning). Ventilation to the Premises, and conditioned air and heating to the Premises in season, from 5 am through 8 pm, Monday through Friday, except holidays generally recognized by the City, and at such temperatures and in such amounts as City deems reasonably necessary for the comfortable occupancy of the Premises, subject to applicable governmental laws, ordinances, rules and regulations. Tenant shall not alter, adjust, tamper with or in any manner affect the installations or facilities supplying climate control to the Building or the Premises.

C. Electricity and Water. Electric current to the Premises on a 24-hours a day, 7-days a week basis, in such quantity as is reasonably determined by City to service the Dialysis Unit for provision of dialysis services at the Premises between the hours of 6 am through 6 pm, Monday through Friday, except holidays generally recognized by City. If the tenant's electrical installation or consumption is in excess of the quantity described above, the tenant shall reimburse City monthly for the additional consumption. Tenant shall not connect any apparatus or device with wires, conduits or pipes, or other means by which the services are supplied, for the purpose of using additional or extraordinary amounts of the services without the prior written consent of City. At all times, the tenant's use of electric current shall not exceed the capacity of feeders to the Building or the risers or wiring installation, except as otherwise approved by City. City shall provide Water to the Premises on a 24-hours a day, 7-days a week basis, in such quantity as is reasonably determined by City to service the Dialysis Unit.

D. Janitorial Service. Tenant shall provide Janitorial services at the prevailing wages for such services at its sole cost.

E. Security. The City shall provide the building security currently provided at the Building, provided that City will not be responsible for any loss of property resulting from theft or vandalism.

F. **Rules and Regulations.** The following rules and regulations will be part of the lease:

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building shall not be obstructed by the tenant or used by it for any purpose other than for ingress to and egress from the Premises. City shall in all cases retain the right to control and prevent access to the halls, passages, exits, entrances, elevators, and stairways that are not for the use of the general public and to control access to the halls, passages, exits, entrances, elevators, and stairways that are for the use of the general public, and City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City would be prejudicial to the safety, character, reputation and interests of the Building and its users, provided that nothing herein contained shall be construed to prevent such access to persons with whom the tenant normally deals in the ordinary course of operating the Dialysis Unit, unless such persons are engaged in illegal activities. The tenant shall not go upon the roof of the Building, except in areas (if any) that City designates as a Building common area.
2. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises shall be installed or displayed by the tenant on any part of the outside or inside of the Building without the prior written consent of City. City shall have the right to remove, at the tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the tenant by a party approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
3. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted by tenant on the Premises, except that use of UL-certified microwave oven and portable equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided that such use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations.
4. Tenant shall keep the Premises in a clean, neat, and operable condition. Except with the written consent of City, no person or persons other than those approved by City shall be permitted to enter the Building for the purpose of cleaning the Premises or removing trash, biomedical or hazardous waste from the Premises.
5. City will furnish the tenant with two (2) keys to the Building and the Premises free of charge. City may make a reasonable charge for additional keys requested by the tenant. The tenant shall not make or have made additional keys without City's prior written consent, which consent shall not be unreasonably withheld or delayed. The tenant shall not alter any lock or install any new or additional locking devices at the Premises without the prior written consent of City. All locks installed in the Premises, excluding the tenant's vaults and safes, or special security areas (which shall be designated by the tenant in a written notice to City), shall all be keyed to the Building master key system. City may make reasonable charge for any additional lock or any bolt (including labor) installed on any door of the Premises. The tenant, upon the termination of the lease, shall deliver to City all keys to the Building and the Premises. If the tenant loses any keys to the Building or the Premises, the tenant shall pay City for the cost of re-keying the Building or Premises, as applicable.
6. The elevators to be used for the loading of freight shall be available to the tenant in accordance with such reasonable scheduling as City shall deem appropriate. The tenant shall schedule with City, by written notice given no less than forty-eight (48) hours in advance, its move into or out of the Building, which moving shall occur only on weekend if required by City; and the tenant shall reimburse City upon demand for any additional security or other charges incurred by City as a consequence of such moving. The persons employed by the tenant to move equipment or other items in or out of the Building must be acceptable to

- City. The floors, corners and walls of elevators and corridors used for the moving of equipment or other items in or out of the Building must be adequately covered, padded and protected, and City may provide such padding and protection, at the tenant's expense, if City determines that such measures undertaken by the tenant or the tenant's movers are inadequate. City shall have the right to prescribe the weight, size and position of all equipment, materials, supplies, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by City, stand on wood strips of such thickness as is necessary to properly distribute the weight of such objects. Tenant shall not exceed the load limit set by City for the Premises. City will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building or Premises by moving or maintaining the tenant's property or equipment shall be repaired at the expense of the tenant.
7. The tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or flammable, combustible or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment and dialysis equipment. The tenant shall not use, keep or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other Building occupants or users or those having business in the Building.
 8. City reserves the right to exclude from the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays, and legal holidays all persons who do not present a pass to the Building signed by City and properly in the possession of the person presenting such pass. City will furnish passes to persons for whom the tenant requests the same in writing. The tenant shall be responsible for all persons for whom it requests passes and shall be liable to City for all acts of such persons. City shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in City's opinion, City reserves the right to prevent access to the Building during the continuance of same by such action as City may deem appropriate, including closing any doors in the Building.
 9. The directory of the Building will be provided for the display of the name and location of the Dialysis Unit, and City reserves the right to exclude any other names therefrom. Any additional name that the tenant shall desire to place upon the directory must first be approved by City and, if so approved, a charge will be made for each such name.
 10. The tenant shall not cut or bore holes for wires in the partitions, woodwork or plaster of the Premises. The tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved in advance by City.
 11. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Premises without City's prior written consent. In any event, with the prior written consent of City, any such installed items shall conform to City's standard interior Building window covering and shall in no way be visible from the exterior of the Building.
 12. The tenant shall see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before the tenant or its employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard the tenant shall make good all injuries sustained by other tenants or occupants of the Building or City. Tenant shall at all times comply with any rules or orders of the fire department with respect to ingress and egress.
 13. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind

whatsoever shall be deposited therein. The expense of any breakage, stoppage or damage resulting in any violation of this rule shall be borne by the tenant.

14. Except with City's prior consent, the tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk or corridor area adjacent to the Premises for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise or service, nor shall the tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants or any other portion of the Building, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the tenant's lease.
15. The tenant shall not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building. The tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
16. The tenant shall not use in any space, or in the common areas of the Building, any hand-trucks except those equipped with rubber tires and side guards or such other material-handling equipment as City may approve. No other vehicles of any kind shall be brought by the tenant into the Building or kept in or about the Premises.
17. The tenant shall store all its trash and waste within the Premises until removal of the same from the Building. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of San Francisco without being in violation of any law or ordinance governing such disposal.
18. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and freight elevators and at such times as City shall designate. In its use of the loading areas of the Building, the tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall the tenant park vehicles therein except for immediate loading and unloading purposes.
19. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Building is prohibited and the tenant shall cooperate to prevent the same.
20. The tenant shall immediately, upon request from City (which request need not be in writing), reduce its lighting in the Premises for temporary periods designated by City, when required in City's judgment to prevent overloads of the mechanical or electrical systems of the Building.
21. City reserves the right to select the name of the Building and to make such change or changes of name as it may deem appropriate from time to time, and the tenant shall not refer to the Building by any name other than: (i) the name as selected by City (as the same may be changed from time to time), or (ii) the postal address approved by the United States Post Office. The tenant shall not use the name of the Building in any respect other than as an address of its operation in the Building without the prior written consent of the City.
22. The tenant assumes all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
23. No vending machine shall be maintained or operated within the Premises without City's prior written consent.
24. All incoming mail and package deliveries shall be received at the area in the Building designated by City for such purposes and distributed through means established by City. No messenger or other delivery personnel shall be permitted to enter any area of the Building other than the area designated by City for the pick-up and receipt of such deliveries.

25. City reserves the right to exclude or expel from the Building any person who is, in the judgment of City, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Rules or Regulations of the Building.
26. No animal or bird shall be permitted in the Premises or the Building, except for service dogs when in the company of their masters.
27. The requirements of the tenant will be attended to only upon application by telephone or writing or in person at the management office of the Building. The tenant shall not request nor require any City employees or contractors to perform any work or do anything outside of their regular duties unless under special instructions from City.
28. City may waive any one or more of these Rules and Regulations for the benefit of any particular Building tenant(s) or user(s), but no such waiver by City shall be construed as a waiver of these Rules and Regulations in favor of any other Building tenant(s) or user(s), nor prevent City from thereafter enforcing any such Rules and Regulations against any or all of the tenants and users of the Building.
29. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean the tenant's associates, agents, clerks, employees and visitors. Wherever the word "City" occurs in these Rules and Regulations, it is understood and agreed that it shall mean City's assigns, agents, officers, employees and visitors.
30. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any lease of premises in the Building.
31. City reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.
32. The tenant shall be responsible for the observance of all the foregoing Rules and Regulations by its employees, agents, clients, customers, invitees and guests.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 12:00 p.m., on **October 21, 2013** Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with:

Robert Longhitano
San Francisco Department of Public Health
Office of Contracts Management
101 Grove St. Rm. 307
San Francisco, CA 94102
Phone (415) 554-2659; FAX (415) 554-2555
Robert.Longhitano@sfdph.org

or mailed to:

Robert Longhitano
San Francisco Department of Public Health
Office of Contracts Management
101 Grove St. Rm. 307
San Francisco, CA 94102
Phone (415) 554-2659; FAX (415) 554-2555
Robert.Longhitano@sfdph.org

B. Late Submissions

Submissions are due at Noon on the due date. Postmarks will not be considered in judging the timeliness of submissions. Submissions received after the noon deadline but before 12:01 P.M. the following day may be accepted at the sole discretion of the Director of Health if there are extenuating circumstances for such late submission. Organizations/agencies/firms/consultants that submit submissions within this grace period must provide a letter explaining the extenuating circumstances by 12:00 noon of the second day following the due date. Decisions of the Director of Health to accept or reject any submission made during the grace period will not be appealable. Following the 24-hour grace period no late submissions will be accepted for any reason and there will be no appeal.

All submissions shall be firm offers and may not be withdrawn for a period of ninety (90) days following last day of acceptance.

C. Format

Proposers shall submit **1 original and 9** copies of the proposal. **The original submission must be clearly marked as "ORIGINAL" and 3-hole punched, lose leaf, and in a binder.** Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

D. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Completed LOI by the due date (located in Appendix A-1.zip)

For the proposal

Introductions and Executive Summary (up to 1 page)

2. Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

3. Project Approach (up to 15 pages)

Describe the services and build out plan that your firm proposes to provide to the City. Include the following information:

- a. Answer (in narrative format) your approach to overall execution of the project include in your discussion your firm's proposed plan for the build out, lease terms, the day to day provision of the dialysis services, and any other items you propose to provide to the City.; and
- b. Schedule and ability to complete the project within the City's required time frame (including identification of any potential challenges to completing project within time frame, and length of time your firm needs to complete the scope of work) The City anticipates a start date no later than 12/31/2014; and
- c. Assignment of work within your firm's work team.

4. Firm Qualifications (up to 2 pages)

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of at least three projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.

5. Team Qualifications (up to 2 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager / lead person (please indicate if these are separate people), (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

6. References (up to 2 pages)

Provide references for the lead firm including the name, address and telephone number of no more than 5 recent clients that have engaged your firm for similar services and the owners of any premises leased by the lead firm to provide dialysis or other medical services

7. Financial Plan / Lease and Service Considerations

- a. Under the terms of the service agreement, the selected proposer bills and collects, is at risk for operating gains and losses, without regard to any dispute there may be under the lease agreement; provided, however, that if City terminates the lease agreement, the service agreement shall automatically terminate on such termination of the service agreement, subject to any service agreement obligations that expressly survive the termination of the service agreement. Under the terms of the lease agreement, the selected proposer shall pay rent to the City without regard to any dispute there may be under the service agreement; provided, however, that if City terminates the service agreement, the lease agreement shall automatically terminate on the termination of the service agreement subject to any lease agreement obligations that expressly survive the termination of the lease agreement.
- b. The City shall not pay for any design, construction or equipment costs associated with this project. That cost shall be the responsibility of the selected proposer, if any.
- c. The selected proposer shall provide dialysis services requested by SFDPH for SFDPH-referred patients. If the selected proposer determines that a SFDPH-referred patient has no insurance (including Medi-cal or Medicare) for such services, the selected proposer shall notify City and City will pay the then-presiding Medi-cal rate the services provided to such uninsured patient.
- d. Please provide a Financial Plan. The financial plan shall provide the total cost of the project (including needed improvements to and equipment for the Premises) and specify any other costs associated with the provision of the services described in this RFP, including any proposed cost to the City and any of the following:
 - Any administrative fees;
 - Hourly rates for any consulting or project management fees; and
 - Any other fees that the proposer expects the City to pay.
- d. Payment of rent to the City. Proposers shall present a rent schedule to the City for the term of the lease.
- e. The City intends to award the described lease and service agreements only to the firm that it considers will provide the best overall program services; provided

that City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

8. Provision of Medical Direction services

The Provision of all medical direction services reasonably required for the operation of the Dialysis Unit will be provided by the UCSF Department of Medicine, Nephrology Division, at San Francisco General Hospital.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

- Proposers must have completed at least 2 projects of a similar size and scope where the proposers has built out and is currently operating an outpatient dialysis clinic.
- Proposer must demonstrate prior experience managing a Turn-Key Construction project of a free-standing dialysis center, similar in size and scope as described in this RFP.
- Proposer must demonstrate prior experience managing the clinical and administrative operations of an urban free-standing dialysis center serving predominantly traditionally underserved and vulnerable populations with Medicare and Medicaid payer sources.
- Proposer must describe its plan to provide a quality management and improvement program for the dialysis center.
- Proposer must demonstrate prior experience sustaining a financially viable free-standing dialysis center serving predominantly traditionally underserved and vulnerable populations with Medicare and Medicaid payer sources.
- Must propose to install and operate a dialysis clinic at the Premises with at least 30 chairs
- Proposer must show it can meet the Insurance Requirements for this project.

B. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in the build out and operation of outpatient dialysis clinics or medical facilities. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. At any time during the evaluation process, the City may require a proposer to provide oral or written clarification of its submission.

The City also reserves the right to conduct interviews with the top three scoring vendors that have submitted a proposal. If a firm is not selected for interviews, that firm will be eliminated from consideration.

Category	Points Available
A) Prospective Contractor Response / Proposal Statement Proposal Statements and responses to the scope of work are presented in a clear and concise manner and contain all required items. Degree to which qualifications exceeds minimum qualifications and Contractors ability to meet all elements of the service requirements of the scope of work.	50
B) Recent Relevant Experience Depth & breadth of recent experience. Relevance of and outcomes of past projects. Evaluation Reports; Monitoring Reports and / or letters of reference provided.	25
C) Agency and Professional Background Firm's experience with governmental agencies. Background and experience level of personnel assigned to the project. Resumes of organization's staff assigned to project provided.	15
D) Budget / Financial Plan Proposer's financial plan is comprehensive, cost effective.	10

Bidder Rating Discount: N/A

Total Available Points **100**

Interviews will be separately scored, and then interview scores will be combined with the proposal score for a final score.

V. Pre-proposal conference and Contract award

A. Pre-Proposal Conference/ E-question sessions /Walk Though

Proposers that have submitted an LOI in the form attached as Appendix A-1 by the due date (8/26/2013) can e-mail questions concerning the specifics of the project and participate in the site walk through of the Premises. For this RFP there will be 2 E-Question sessions and one site walk through.

The first E-Question session shall begin 8/26/2013 and run through 8/29/2013. Then there will be a walk through of the site of the Premises scheduled for 9/17/2013 *Please note, this is an informational walk through only, there will not be an opportunity to ask questions during the walk through interested parties are to note their questions and submit the questions via email after the walk through is complete.* The second E-questions session shall only cover questions regarding the Premises and shall begin 9/17/2013 (after the walk through is complete) and run through 9/20/2013.

All questions will be answered by SFDPH program staff. These e-question sessions will be the only opportunities for asking direct programmatic questions of the SFDPH staff. All questions are to be directed to the following e-mail address: mail to: Robert.Longhitano@sfdph.org

B. Contract Award

If **The Department of Public Health** elects to commence contract negotiations with the highest ranked proposer, such selection shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time **The Department of Public Health** in its sole discretion, may terminate negotiations with such 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 the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 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 the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Robert Longhitano
San Francisco Department of Public Health
Office of Contracts Management
101 Grove St. Rm. 307
San Francisco, CA 94102
Phone (415) 554-2659; FAX (415) 554-2555
Robert.Longhitano@sfdph.org

C. Objections to RFP Terms

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

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer call the Department before submitting its proposal to determine if the Proposer has received all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or 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) six 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:

- i. 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.

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

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

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

6. Determine that no project will be pursued.

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

N/A

VII. Contract and Lease Requirements

A. Standard Contract and Lease Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, contained in Appendix A-3 (Standard Professional Services.pdf) and a lease substantially in the form of the Lease, contained in Appendix A-3, as modified by City to incorporate the terms specified in this RFP. Failure to timely execute the contract and lease, 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, (§**34** “**Nondiscrimination; Penalties**” in the Agreement); the Minimum Compensation Ordinance (§**43** “**Requiring Minimum Compensation for Covered Employee**” in the Agreement); the Health Care Accountability Ordinance (§**44** “**Requiring Health Benefits for Covered Employees**” in the Agreement); the First Source Hiring Program (§**45** “**First Source Hiring Program**” in the Agreement); and applicable conflict of interest laws (§ **23** “**Conflict of Interest**” in the Agreement), 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 HRC’s website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

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

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm 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.

G. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

- A Covered Entity¹ subject to HIPAA and the Privacy Rule contained therein;
- A Business Associate² subject to the terms set forth in Appendix A-3 "HIPAA for Business Associates Exhibit";
- Not Applicable, Contractor will not have access to Protected Health Information.

H. Insurance Requirements

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

¹ ***"Covered Entity" shall mean an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA***

² ***"Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.***

I. Notes on Chapter 12B: Nondiscrimination in Contracts (Equal Benefits or Domestic Partners Ordinance)

Effective June 1, 1997 the City and County of San Francisco added to its Nondiscrimination in Contracts ordinance the requirement that all Contractors that enter into an agreement with the City must extend the same benefits to domestic partners of employees that are extended to spouses of employees. It is recommended that you thoroughly understand this requirement. Questions regarding this requirement can be directed to the person indicated in Section VI, item B, or visit the Human Rights Commission Internet site at www.ci.sf.ca.us/sfhumanrights/12b.htm.

J. Prevailing Wages

Any person performing labor in the provision of janitorial services or the construction of tenant improvements and any alterations to the Premises performed by or for the tenant shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. The tenant shall include in any contract for the provision of such janitorial services or construction of such tenant improvements and alterations a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. The tenant shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the provision of janitorial services or the construction of such tenant improvement work or any alterations to the Premises.

K. Tropical Hardwood and Virgin Redwood Ban

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, the tenant shall not provide any items to the construction of tenant improvements or the alterations, or otherwise in the performance of the lease which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If the tenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, the tenant shall be liable for liquidated damages for each violation in any amount equal to the tenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

L. Drug-Free Workplace

Pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises.

M. Prohibition of Tobacco Sales and Advertising

No advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local,

nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

N. Prohibition of Alcoholic Beverage Advertising

No advertising of alcoholic beverages will be allowed on the Premises. "Alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

O. Preservative-Treated Wood Containing Arsenic

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

P. Resource Efficient City Buildings and Pilot Projects

The City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings. The tenant will have to comply with all applicable provisions of such code sections.

Q. Food Service Waste Reduction

The tenant must comply fully with and will be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 will be incorporated in the lease and will be a material term of this Lease. If the tenant breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, the tenant must agree that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of a tenant's failure to comply with this provision.

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:

Director of Contract Management and Compliance
101 Grove St, Rm. 307
San Francisco, CA 94102
Fax number (415) 554-2555