City and County of San Francisco Recreation and Park Department

REQUEST FOR PROPOSALS for

Marina, Coastal and Civil Engineering Design Services for the
San Francisco Marina East Harbor Renovation

Date issued: Friday, July 24, 2015
Pre-proposal conference: Wednesday, August 5, 2015, 10:00 am
Proposal due: Friday, August 27, 2015, 4:00 pm
TABLE OF CONTENTS

Websites and Contact Information........................................................................................................ page 1
Announcement ........................................................................................................................................ page 3
1 Introduction ........................................................................................................................................ page 4
2 Marina Renovation Program Background .......................................................................................... page 5
3 Tentative RFP Schedule .................................................................................................................... page 6
4 Project Description ........................................................................................................................... page 7
5 Potential Scope of Services................................................................................................................ page 9
6 Tentative Project Schedule ................................................................................................................ page 16
7 Technical Qualifications.................................................................................................................... page 17
8 Submittal Requirements .................................................................................................................... page 19
9 Contents of RFP Submittal ................................................................................................................ page 21
10 RFP Proposal Submittal Evaluation Form ........................................................................................ page 25
11 Selection Process ............................................................................................................................. page 26
12 Terms and Conditions for Receipt of Proposals ............................................................................. page 28
13 Contract Requirements .................................................................................................................... page 35
14 Protest Procedures............................................................................................................................ page 43

APPENDIX A Site Map
APPENDIX B Fee Schedule
APPENDIX C CMD Attachment 2 and Forms
APPENDIX D Declaration and Certification Forms
APPENDIX E Standard Consultant Contract
APPENDIX F First Source Hiring Agreement for Professional Services
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<td>Department of Administrative Services</td>
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<td>(F) 415-554-6168</td>
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<td>Department of Industrial Relations – Minimum Wage Rates</td>
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<td><a href="http://www.sftreasurer.org/">http://www.sftreasurer.org/</a></td>
<td>CCSF</td>
<td>(T) 415-554-4426</td>
<td>Office of the Treasurer &amp; Tax Collector</td>
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## WEBSITES AND CONTACT INFORMATION (Continued)

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<tr>
<td>First Source Hiring Administrator: James Whelly, Tiffany Garcia (<a href="mailto:tiffany.garcia@sfgov.org">tiffany.garcia@sfgov.org</a>)</td>
<td>CCSF</td>
<td>(T) 415-401-4960 415-581-2322</td>
<td>First Source Hiring Program (FSHP)</td>
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<td><a href="http://sfrecpark.org/">http://sfrecpark.org/</a></td>
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### Abbreviations:
- **RPD**: Recreation and Parks Department
- **CCSF**: City and County of San Francisco
- **REC**: Ethics Commission
- **CMD**: Contract Monitoring Division
- **SF**: San Francisco
- **(F)**: Fax
- **(T)**: Telephone
ANNOUNCEMENT

The City and County of San Francisco (City), through the San Francisco Recreation and Park Department (RPD), issues this Request for Proposals (RFP) for professional design services for the San Francisco Marina East Harbor Renovation project. RPD is seeking a professional design firm to provide: 1) marina, coastal structures, civil and related design and engineering services; 2) regulatory permit application preparation and coordination services; 3) public outreach support; and 4) construction administration services need to deliver a renovated East Harbor.

The RFP Package may be obtained at the San Francisco Recreation and Park Department, Capital and Planning Division, 30 Van Ness Avenue, Suite 3000, San Francisco, California 94102 on weekdays between 8:00 a.m. and 5:00 p.m. or by downloading the document(s) from the following website:

http://mission.sfgov.org/OCABidPublication or

A Pre-Proposal Meeting will be held at 10:00 am Wednesday, August 5, 2015 at the Recreation and Parks Department’s Capital Division office located at 30 Van Ness Avenue, Suite 3000.

Questions regarding the RFP must be submitted in writing, no later than 4:00 pm Monday, August 10, 2015, by email to the Contract Manager, Sean McFadden, at: sean.mcfadden@sfgov.org and the Project Manager, Mary Hobson at: mary.hobson@sfgov.org.

Proposals are due on Friday, August 28, 2015 by 4:00 pm. Submit proposals to the attention of Mary Hobson, Project Manager, San Francisco Recreation and Park Department, 30 Van Ness Avenue, 3rd Floor, San Francisco, California 94102. Late submissions will not be considered. Postmarks will not be accepted.

Candidates are required to comply with all San Francisco Contract Monitoring Division (CMD) requirements. The Sub consultant participation goal for this project is 20% LBE. Candidates shall submit, along with their responses, all information required by the CMD. CMD will participate in the Pre-Proposal Meeting to answer questions regarding CMD requirements.
1. INTRODUCTION

RPD seeks the services of a qualified design team, hereafter referred to as the Harbor Renovation Design Team, to provide marina, coastal and civil engineering, and other related support services for the San Francisco Marina East Harbor Renovation Project.

RPD will evaluate and may interview the Lead Design Firm(s). Prior RPD work completed by firms responding to this RFP will also be considered. A firm’s prior involvement with either the SF Marina Renovation Program’s planning/entitlement process, or the SF Marina West Harbor Renovation project will not exclude them from consideration for this contract.

The RPD selection panel will evaluate the Respondents’ Qualification Statements. RPD may, in its sole discretion, interview all Respondents or a short-list of the highest-ranked Respondents. After the evaluations and interviews, RPD will invite the highest-scoring Respondent to negotiate a design professional agreement. If it is not possible to complete negotiations with a selected firm within a 30-day period, the City may elect to negotiate with the next highest-ranked firm.

This RFP sets forth the qualifications needed, describes the submittal requirements, establishes the criteria for selection and defines the selection process. All requirements of the San Francisco Contract Monitoring Division (CMD) apply to this RFP and any subsequent professional services contracts. Further information regarding CMD is contained in Section 11 of this RFP.

The subsequent sections of this request define further the submittal requirements, the background of the SF Marina Renovation Program, the specific areas of work being requested, and the evaluation criteria to be used in selecting the team, and the terms and conditions of City agreements that shall be executed for the project.
2. MARINA RENOVATION PROGRAM BACKGROUND

The San Francisco Marina is located on the northern waterfront of the City of San Francisco in the Marina District. The marina is 1.5 miles east of the Golden Gate Bridge and just west of Fort Mason. The marina also adjoins lands of the Golden Gate National Recreational Area.

The existing facility, originally constructed in 1963 by the City/County of San Francisco composed of a total of two harbors, the West Harbor and the East Harbor (also known as Gas House Cove). The San Francisco Marina’s facilities include 728 berths for small boats, parking lots, restrooms, a Harbor Office Building, two yacht clubs, a fuel dock facility, and yacht sales office. The Marina Green, a major city park, is situated between the East and West Harbors.

Planning for the renovation of the SF Marina began in 2002. Project planning culminated with the certification of an Environmental Impact Report for the SF Marina Renovation Program in 2007. Subsequently, the San Francisco Recreation and Parks Department approved a Conceptual Plan for the program, and initiated a two phase implementation plan for its completion. Phase 1, consisting of renovation of the West Harbor facilities and Harbormaster Building, was completed in 2013. Renovations of the East and West End Restroom structures were also completed in 2013 under the San Francisco Neighborhood Parks Bond Program. The second, and final, phase of the program (Phase 2) will focus on the renovation of the East Harbor facilities.

The SF Marina’s East Harbor (aka Gas House Cove) was transferred to the City and County of San Francisco (City) from the State in 1963, at which time the City constructed a sheet-pile breakwater, docks to accommodate 342 small water craft, and a fuel dock facility. The East Harbor covers 600,000 square feet of water area and is located across the street from the Marina Safeway.

The approved scope of the East Harbor renovation project includes: 1) demolition of the existing docks and repairs to the deteriorated revetments; 2) dredging and other related remediation work; 3) construction of reconfigured docks and slips to house small recreational vessels; 3) upgrade of dockside services, including metered electricity, water, fire suppression and lighting, 4) installation of gates and gangways, including at least one barrier-free access gangway, 5) repairs to the existing sheet pile breakwater, and 7) improvements to the shoreline for the benefit of the general public. Construction of a new wave attenuation structure adjacent to the Fort Mason Pier and/or a new boat launch will be included in the project if funding permits.

The final design shall be developed based on the conceptual plan approved by the Recreation and Parks Commission, and taking site conditions, public safety and operational considerations into account.

Additional information can be found on our website:
http://sfrecpark.org/project/marina-yacht-harbor-renovation-projects/
3. TENTATIVE RFP SCHEDULE

Pre-Proposal Conference

A Pre-Proposal Conference will be held **Wednesday, August 5, 2015 at 10am** at the Recreation and Parks Department Office located at 30 Van Ness Avenue, Suite 3000.

At the pre-proposal conference, City staff will review the provisions of this request for proposals, and the requirements of the Local Business Enterprise (LBE) participation.

Questions from interested proposers will be addressed at this conference and any new applicable information will be provided at that time. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference or in the course of the site tour, it will be memorialized in a written addendum.

A tentative schedule of events for the submittal and evaluation of Proposals is as follows. RFP recipients will be notified of any changes to this schedule.

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<tr>
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<td>July 24, 2015</td>
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<td>Pre-Proposal Conference</td>
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<td>August 5, 2015</td>
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<td>Written questions due no later than 4:00 pm local time</td>
<td>Monday</td>
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<td>August 10, 2015</td>
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<td>Issue responses to questions</td>
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<td>Proposals due no later than 4:00 pm local time</td>
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<td>Notify candidates selected for interviews</td>
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<td>Complete agreement negotiations</td>
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4. PROJECT DESCRIPTION

The San Francisco Marina Yacht Harbor and adjacent Marina Green are owned by the City and County of San Francisco. The San Francisco Recreation and Park Department has jurisdictional control of these properties, and is responsible for their management, operation and maintenance.

The Marina Yacht Harbor (MYH) is located in Supervisory District 2, on San Francisco’s northern waterfront. It is bounded by Marina Boulevard to the south, Laguna Street to the east, Lyon Street to the East, and San Francisco Bay to the north. The marina consists of two harbors: the East Harbor, also known as Gashouse Cove, and the West Harbor. RPD initiated the renovation of the facility in 2007. Phase I of the work, consisting of reconstruction of West Harbor, was completed in 2013. Phase II of the renovation project will focus on the East Harbor facilities.

The MYH East Harbor is generally bounded by Beach Street to the south, the SF Bay to the north, the Marina Green to the west, and the Fort Mason piers to the east. The East Harbor covers about 600,000 square feet of water area and is comprised of gates, gangways, docks and slips to accommodate 343 boats. The site houses a yacht sales and vessel fueling concession, a nonoperational boat hoist, and a small lot for tailored boats. The East Harbor landside facilities include the East Harbor public restroom building, parking areas, paths and landscaping. Located between the East and West Harbors is the former U.S. Navy Degaussing Station. Adjacent to the East Harbor project area are the Marina Green Park and its facilities to the west and Fort Mason and Piers to the East.

Existing boat slips in the harbor consist of wooden floating docks, aluminum gangways and gates, supported by creosoted-treated wood pilings. Slips are supplied with water and electrical services, and docks are lighted at night.

The San Francisco Marina Yacht Harbor, East Harbor Renovation Project (the project) consists of renovations to select marina facilities located within the boundaries of the SF Marina’s East Basin, also known as Gas House Cove. The project does not include any improvements to the existing fueling dock/yacht sales facility or the Marina Green and its associated facilities.

East Harbor Renovation Project Scope

1. Dredging and Containment (see special note below regarding work scope under this RFP)

   The East Harbor is located adjacent to the former site of a carbureted manufactured gas plant known as the North Beach MGP, which operated from approximately 1891 to 1906, when the Great Earthquake destroyed or damaged it. The MGP site operations included an area of land and wharf extending along the northern portion of the facility into what was historically known as Gashouse Cove. In 1994, routine testing performed by the City in preparation for maintenance dredging detected high levels of polycyclic aromatic hydrocarbons (PAH).

   The Dredging and Containment phase of the East Harbor renovation project will also include: 1) demolition of the existing docks and slips, 2) dredging and disposal of approximately 100,000 CY of contaminated sediment, 3) installation of sediment cap, 4) repairs to the shoreline revetment, and 5) associated soil remediation and containment in the vicinity of the East Harbor restroom.
Completion of the remediation work and harbor renovation may be done through a single contract, or performed independently, depending on permitting and funding timelines. For permitting purposes, dredging and containment work will be considered part of the harbor renovation.

**NOTE:** Planning, design and administration of dredging and remediation project work scope is being performed by an Environmental Engineering Team currently under contract with the City, and is therefore **not included in the scope of services of this RFP.**

2. Harbor Reconstruction

After the completion of dredging and shoreline work, the harbor will be reconstructed utilizing modern standards for recreational marina design. The final design shall be developed based on the conceptual plan approved by the Recreation and Parks Commission, and taking existing site conditions, regulatory requirements, public safety and operational considerations into account. It is the intent of RPD to reconstruct the East Harbor facilities, to the greatest extent possible given budget constraints, using materials and methods utilized in the renovation of the West Harbor.

**Base Scope of Work:**

- Construction of reconfigured berths in the East Harbor to house recreational watercraft with lengths ranging from 25’ to 45’. The goal of the project is to increase the number of slips provided to not less than 350 total.

- Upgrading of the site’s power distribution systems, and upgrade of dockside utilities, including dock electrical, water, fire protection, and lighting;

- Installation of one new barrier-free aluminum gangway with accessible security gate. Existing aluminum gangways and gates will be repurposed, and all gates will be fitted with a keyless entry mechanism, light and security alarm;

- Repairs to the existing sheet-pile breakwater;

- And, misc. site improvements to improve public access along the waterfront

**Additional improvements to be included if funding permits:**

- Replacement of the existing boat-hoist or construction of a new boat ramp for public use.

- Construction of a 450 ft. long wave attenuation structure adjacent to Fort Mason Pier 1.

The **Harbor Renovation Design Team** will be responsible for providing a coordinated design that is estimated to be built within the stated project budget construction cost. The harbor reconstruction has an estimated construction cost of **$6,700,000**, not including waterside demolition, dredging and remediation work (Phase A). The Harbor Renovation team services for the scope of services described herein is estimated not to exceed **$800,000.**
5. POTENTIAL SCOPE OF SERVICES

The Harbor Renovation Design Team scope of service includes all required design disciplines and associated consultant services necessary to deliver a completed project as outlined in this Request for Proposal. Project shall be designed per Recreation and Park Project Standard and Design Guidelines (will be provided to design team at project commencement), the California Parks Department Division of Boating and Waterways Guidelines for Marina Berthing Facilities, and all other applicable codes and regulations.

The potential scope of services includes but is not limited to:

A. Conceptual Design Phase (CD)

1. Conduct site visits of existing facility and record site observations of existing conditions. Interview harbor staff and review record documents and department standards. Prepare investigative reports and condition assessments as required.

2. Meet with Recreation and Park Department stakeholders, including RPD management, maintenance and operations, and recreation staff, to review the project program and evaluate alternative concept plan options.

3. Meet routinely with the Environmental Engineering Team to insure proper coordination of all project work scope. Attend dredge related regulatory agency meetings as-needed.

4. Prepare code analysis and hold preliminary meetings with regulatory agencies as required to determine permitting requirements, including but not limited to BCDC, SF Fire Department, and City Planning. Record meeting minutes.

5. Meet with Bay Conservation and Development Commission staff to review plans and define the project’s public access component. Record meeting minutes.

6. Participate in a stakeholder outreach process, including leading one (1) publicly noticed community meeting and up to three (3) smaller stakeholder meetings to review the project and to solicit feedback. Prepare presentation materials and meeting minutes.

7. Develop a final conceptual plan for the project based on input from Recreation and Park staff, community stakeholders, BCDC, and others. Plan shall include, but not be limited to, final facility program, basic project design criteria, conceptual site plan and dock layout, and public access improvement concept.

8. Meet with the City’s Accessibility Access Coordinator for a Preliminary Design review. Record meeting minutes.

9. Provide support, as needed, to RPD during Planning Department review of the final conceptual design for conformance with existing CEQA documents.
10. Prepare materials and provide support in a project briefing before the Recreation and Park Commission.


12. Assemble all project documents into Conceptual Design Phase Report at project completion.

Conceptual Design Submittals and Deliverables:

- Shoreline Topographic Survey
- Geotechnical Report
- Wave Modeling (for new breakwater)
- Breakwater Condition Assessment (existing sheet-pile breakwater)
- Sea Level Rise Analysis (satisfy the requirement set forth on http://testing.onesanfrancisco.org/staff-resources/sea-level-rise-guidance/)
- Existing Site Utility Survey and Condition Assessment
- Shoreline and Revetment Condition Assessment
- Conceptual Design drawings
- Conceptual Design cost estimate
- Baseline Project schedule
- Presentation materials for one (1) Public meeting and associated Stakeholder briefings
- Presentation materials for one (1) Commission briefing
- Presentation materials for one (1) Regulatory Agency briefing
- Meeting Minutes
- Final Conceptual Design Report

B. Schematic Design (SD):

1. Make recommendations to RPD harbor staff for selection and approval of a dock products, key pieces of equipment and relevant systems.

2. Perform breakwater alternative analysis and solicit feedback from Fort Mason staff. Develop breakwater design criteria and conceptual design based on feedback.

3. Meet routinely with the Environmental Engineering Team to insure proper coordination of all project work scope. Attend regulatory agency meetings as-needed.

4. Meet with Bay Conservation and Development Commission staff to finalize project’s public access component. Record meeting minutes.

5. Prepare Harbor Renovation Basis of Design document. Basis of Design Document to include detailed information on major design components to be specified, including but not limited to: piles and floats; gates and gangways; coastal structures; electrical equipment and meters, lighting, dockside water and fire suppression system components; gate access control system; features of the landside site improvements; and other appurtenances. Document shall include written descriptions, design criteria, illustrations and/or details as appropriate, code analysis, and associated product data.
6. Lead a stakeholder outreach process focusing on harbor tenants, including conducting one (1) publicly noticed community meeting and up to three (3) smaller stakeholder meetings to review the design components in more detail and to solicit feedback. Prepare presentation materials and meeting minutes.

7. Develop schematic design level drawings and outline specifications based on the approved concept plan, condition assessments and other investigations, basis for design document, project budget, and other governing design standards.

8. Present designs in a Schematic Design Phase review with RPD Maintenance at Structural Yard. Record meeting minutes.

9. Provide updated cost estimate based on SD level documents, and updated project schedule as-needed.

10. Prepare a Joint Aquatic Resource Permit Application (JARPA) for submission to the regulatory agencies. Note: JARPA shall cover both dredging and reconstruction project phases.

11. Assemble documents into Permit Application Package at the conclusion of the phase.

Schematic Design Submittals and Deliverables:

- Coastal Engineering and Analysis and Conceptual Breakwater Design Report
- Basis of Design document, including narrative description of systems and product information
- SD drawing set, coordinated across all design team disciplines, including: civil plans; demolition plans; dredge plan; marina layout; coastal structures; mechanical, electrical and plumbing plans; and shoreline public access improvement plans.
- Outline specifications
- SD cost estimate update
- SD schedule update
- JARPA
- Permit Application Package
- Presentation materials for one (1) Public meeting and associated Stakeholder briefings
- Presentation materials for one (1) Regulatory Agency briefing
- Meeting Minutes

C. Design Development (DD):

1. Continue to meet routinely with the Environmental Engineering Team to insure proper coordination of all project work scope. Attend dredge related regulatory agency meetings as-needed.

2. Develop final breakwater design and submit to Fort Mason engineers for review and approval.

3. Produce Design Development level drawings and preliminary specifications based on the approved schematic design, project budget, agency feedback, and applicable design standards. Incorporate comments received from department staff, peer reviewers, and other project stakeholders, including SD Phase RPD Structural Yard review comments.
4. Prepare materials and provide support in a design presentation before the SF Bay Conservation and Development Commission, Design Review Board.

5. Meet with the City’s Accessibility Access Coordinator for a design review. Record meeting minutes.

6. Present designs in a Detailed Design (aka 30%) Phase review with RPD Maintenance at Structural Yard. Record meeting minutes.

7. Hold pre-application meetings with regulatory agencies as required to review permit requirements, including but not limited to BCDC, SF Fire Department, and City Planning.

8. Provide Design Development level cost estimate, and participate in value engineering processes if required.

Design Development Submittals and Deliverables:

- 100% DD drawing set, coordinated across all design team disciplines, including: demolition, dredging and capping, floating docks, coastal structures, electrical, plumbing, fire protection, mechanical, and landside remediation and access improvements.
- DD specifications
- DD cost estimate
- DD schedule update
- Presentation materials for one (1) Regulatory Agency briefing
- Meeting Minutes

D. Construction Documents (CD):

1. Continue to meet routinely with the Environmental Engineering Team to insure proper coordination of all project work scope. Attend regulatory agency meetings as-needed.

2. Produce construction drawings and specifications based on the approved design development documents, project budget, agency feedback, and applicable design standards. Incorporate comments received from department staff, peer reviewers, and other project stakeholders, including ADA Coordinator and RPD Structural Yard review comments. Prepare submittal packages for review at the mid-development stage (aka 60%) and at fully-developed (90%).

3. Present design and participate in mid-CD (aka 60%) and final-CD (aka 90%) reviews with RPD Maintenance at Structural Yard. Record meeting minutes.

4. Assist RPD in Environment Health and Safety Review at 60% and 90% CD submittals.

5. Participate in a quality control and constructability review processes lead by the Department of Public Works, Construction Management Division.

6. Meet with the City’s Accessibility Access Coordinator for a design reviews at 60% and 90%. Record meeting minutes.

7. Develop and submit a bid ready (aka 100%) set of contract drawings and specifications for the project, including alternates, based upon approved design and budget.
8. Prepare materials and provide support in a design presentation before the SF Bay Conservation and Development Commission.

9. Provide 60% and 90% CD cost estimate updates, and participate in value engineering processes if required

10. Secure permitting and City approvals of contract documents as required, including DBI, SFPUC, and DPW-BSM.

**60% Construction Documents Submittals and Deliverables:**
- 60% CD drawing set, coordinated across all design team disciplines.
- 60% CD specifications
- 60% cost estimate and schedule update
- Meeting Minutes

**90% Construction Documents Submittals and Deliverables:**
- 90% CD drawing set, coordinated across all design team disciplines.
- 90% CD specifications
- 90% CD cost estimate and schedule update
- Meeting Minutes
- Presentation materials for one (1) Regulatory Agency briefing

**100% Construction Documents Submittals and Deliverables:**
- Signed and stamped 100% CD drawings and specifications for bidding
- Signed and stamped 100% CD drawings for permitting
- Consultant will provide a signed letter indicating the project has been coordinated and ready for bid.

**E. Bid / Award Phase:**

1. Attend the pre-bid conference.

2. Respond to bidder questions and RFIs.

3. Prepare addenda to bid documents and secure regulatory approval of addenda when required.

4. Evaluate substitution requests.

5. Assist RPD in evaluation and recommendation of construction contract.


7. Participate in a stakeholder outreach process, including leading one (1) publicly noticed community meeting and up to three (3) smaller stakeholder meetings, to update stakeholder on
the project, construction schedule, and impacts. Prepare presentation materials and meeting minutes, as needed.

F. Construction Phase:

1. Attend the pre-construction conference and partnering sessions.
2. Perform all required Construction Administration duties during the construction phase.
3. Respond to design issues in the field, including answering Requests for Information and preparing sketches in a timely manner.
4. Make all revisions and changes to contract documents to correct errors and omissions as required.
5. Prepare Supplemental Instructions when appropriate.
6. Review submittals, shop drawings, test reports, and substitution requests.
7. Comment on and review potential change orders.
8. Attend job-site construction meetings as needed.
9. Observe construction and prepare field observation reports.
10. Comment on schedule of values and contractor applications for payment based on construction progress.
11. Participate in substantial completion site-walk, and assist construction management team in the preparation of the punch list.
12. Participate in maintenance period site visits when required.
13. The Design Team shall use the IMPACT software program, RPD’s web based electronic management and collaboration tool, to connect their design team, the City staff team, and other contractors/consultants together to communicate and manage construction coordination. This software tool provides the team members with immediate access to continuously updated project information and documents during the construction phase of the project. If needed, Impact training will be provided by RPD at no cost to the consultant.

G. Closeout Phase:

1. Assist in Project Turn-over, including reviewing close-out documents and warranties.
2. Evaluate as-built documents from the contractor with the conformance set of construction documents.
3. Review punch list items for completion.
H. Assumptions:

- The Environmental Engineering Team (EET) shall be responsible for all studies, design development, presentations, and document preparation related to the dredging, disposal of sediments and capping, and shoreline remediation of PAH contaminated soils. This work is not covered by this RFP.

- However, it shall be the responsibility of the Harbor Renovation Team to coordinate its work with that of the Environmental Engineering Team, and to facilitate the preparation of a single JARPA application for both scopes of work.

- RPD will be responsible for coordinating the bidding phase, including advertisement and distribution of bid documents.

- The City will provide project management through an assigned Project Manager as designated by RPD. This Project Manager will be the City’s representative for purposes of the Project.

I. Miscellaneous:

- Drawings will be prepared using the latest version of AutoCAD or Revit.

- All plans, specifications and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of San Francisco and shall be provided in hard copy and/or electronic version upon request. Electronic files should be provided in AutoCAD and/or MSWord file format, unless otherwise specified.
## 6. TENTATIVE PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Phase</th>
<th>Target Start</th>
<th>Target Finish</th>
<th>Approximate Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptual &amp; SD</td>
<td>12/01/15</td>
<td>05/29/16</td>
<td>180 days</td>
</tr>
<tr>
<td>Design (DD &amp; CD)</td>
<td>05/30/16</td>
<td>03/26/17</td>
<td>300 days</td>
</tr>
<tr>
<td>Bid / Award</td>
<td>03/27/17</td>
<td>07/25/17</td>
<td>120 days</td>
</tr>
<tr>
<td>Construction</td>
<td>07/08/17</td>
<td>07/08/18</td>
<td>365 days</td>
</tr>
<tr>
<td>Closeout</td>
<td>07/27/18</td>
<td>10/25/18</td>
<td>90 days</td>
</tr>
</tbody>
</table>
7. TECHNICAL QUALIFICATIONS

A. Prime Consultant and Joint Venture (JV) Partners Qualifications

1. Any Joint Venture (JV) responding to this RFP must clearly identify the lead Consultant (referred to hereafter as the Lead JV Partner). Additional administrative responsibilities and duties may be required of the Lead JV Partner.

2. The Prime Consultant or JV Partners must either individually, or collectively, demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in the RFP.

3. To qualify as a Prime Consultant or Lead JV Partner for this RFP, a Consultant must possess a minimum of fifteen (15) years experience that demonstrates the capability to provide professional marine and marina engineering services and acted as the prime consultant on the a renovation and new construction of a minimum 300 berth marina facility.

4. To qualify as a Non-Leading JV Partner for this RFP, a Consultant (in this case the Principal) must possess a minimum of ten (10) years experience that demonstrates the capability to provide professional coastal engineering services and worked on a renovation and new construction of at least a 200 berth marina facility.

B. Sub-consultant Qualifications

1. To qualify as a Sub-consultant that will provide technical services described in this RFP, the Sub-consultant(s) must possess a minimum of five (5) years experience in one or more technical fields required under the scope of services. If a sub-consultant will act as the Lead Civil Engineer on the Project, that individual shall meet the key/lead personnel qualifications in Paragraph C below.

2. Professional Engineers assigned to work must maintain current California registration.

3. Non-technical Sub-consultants (i.e. reprographics) are not required to meet the above Sub-consultant qualifications. However, cost estimators assigned to work must maintain American Society of Professional Estimators certification and/or American Association of Cost Engineers certification.

C. Key/Lead Personnel Qualifications

1. To qualify as the Lead Civil Engineer for performing the services under this RFP, an individual must possess the following:
   
   a. A minimum of ten (10) years of experience performing marina design and related marine design and engineering work.

   b. Experience delivering at least three (3) relevant, verifiable projects of similar scope and scale, including serving as the lead designer on at least one 300+ berth recreational marina facility.
c. Current registration as a licensed Civil Engineer in the State of California.

d. Knowledge of current local, State, and Federal regulations governing design, construction, contracting, environmental, and safety measures.

e. Knowledge of current and anticipative regulatory requirements of designing marinas in San Francisco Bay.

2. To qualify as the Engineer of Record for the Breakwater Design, an individual must possess the following:

   a. A minimum of ten (10) years of experience performing design and engineering of coastal structures.

   b. Current registration as a licensed Civil Engineering in the State of California.

   c. Experience with physical modeling work for the design of breakwaters.

   d. Experience delivering at least three (3) relevant, verifiable projects involving breakwater construction.
8. SUMMITTAL REQUIREMENTS

A. Consultant shall submit the required copies of their Proposals to the Project Manager at the following address before the date and time submittals are required as specified in the Announcement for this RFP. Refer to paragraph C below for submittal requirements. Late Proposals or partial packages will not be accepted. All 4 envelopes must be submitted by the specified deadline.

1. The time of the submittal deadline will be determined per United States Official Time (Pacific) website, accessed at www.time.gov. Postmarks will not qualify as delivery and Proposals submitted by fax or in electronic format will not be accepted.

2. Submit proposals to:

   Attention: SF Marina East Harbor Design Services RFP
   San Francisco Recreation and Park Department
   30 Van Ness Avenue, Suite 3000
   San Francisco, CA 94102

B. Questions regarding this RFP shall be submitted in writing via email to the Project Manager by the deadline date specified in the Announcement for this RFP, faxed to (415) 581-2540, emailed to mary.hobson@sfgov.org or delivered to the address listed above.

C. Proposals shall be submitted as follows:

1. Submit five (5) sets of bound RFP Proposals. Refer to Section 9 of this RFP for contents of the proposal. The cover of the proposal must include the title of this RFP, and the name of the Consultant.

2. Submit one original and two copies of all required CMD forms, including Good Faith Efforts Documentations (if any), separately in a sealed envelope. The sealed envelope shall be titled “CMD FORMS”, and include the title of this RFP, and the name of the Consultant. Refer to Appendix C.

3. Submit one original and one copy of all required Contract forms separately in a sealed envelope. The sealed envelope shall be titled “CONTRACT FORMS”, and include the title of this RFP, and the name of the Consultant. Refer to Appendix E.

4. Submit digital copies of items 1, 2, and 3 above as separate PDF files on one Compact Disc (CD).

5. Submit one original and one copy of the Fee Schedule in a separate and sealed envelope. The sealed envelope shall be titled “FEE SCHEDULE”, and include the title of this RFP, and the name of the Consultant. Refer to Appendix B. Digital file of the Fee Schedule should not be included in the CD.

6. Submit one original and one copy of the Fee Proposal in a separate and sealed envelope. The sealed envelope shall be titled “FEE PROPOSAL”, and include the title of this RFP, and the name of the Consultant.
The City intends to award this contract to the firm that it considers will provide the best overall professional services. The City reserves the right to accept other than the lowest priced offered and to reject any proposals that are not responsive to this request.

D. Double-sided printing on recycled or recyclable white paper and 10-point font is encouraged. Separate each section with marked tabbed dividers.

E. The City may disqualify any Proposal as non-responsive for the following reasons:

1. The RFP submittal does not contain the information required as specified under this section (Section 8).

2. The Proposal fails to meet the specified LBE goals and fails to submit documented good faith outreach as indicated in Section 12, Paragraph I below.

3. The Proposal does not contain the required CMD forms, Fee Schedule is missing, and Forms listed in the Appendices are incomplete.

4. Acceptance of the Proposal would violate applicable City and County of San Francisco Codes and Ordinances or other State or Federal laws.
9. CONTENTS OF RFP SUBMITTAL

A. RFP PROPOSAL: The RFP Proposal Submittal shall include the required information in the order specified below.

1. Cover Letter (Limit to One Page)

A letter summarizing the team’s qualifications and approach for providing services, as it relates to key points of the RFP response.

2. Technical Qualifications (Limit to 10 Pages)

Provide Technical Qualifications including the following information:

a. The full name and address of the prime consultant, or each joint venture partner consultant (if the prime is a joint venture). Provide the name, phone numbers, and email addresses of two designated contact persons representing the prime consultant or each joint venture partner consultant (if the prime is a joint venture). Describe services that the prime consultant or each joint venture partner consultant (if the prime is a joint venture) can provide which are relevant to this RFP.

b. The full name and address of all sub-consultants. Provide the name, phone number, and email address of one designated contact person representing each sub-consultant firm. Describe services that each sub-consultant can provide which are relevant to this RFP.

c. Provide all information necessary to substantiate compliance with the qualifications specified in Section 7 of this RFP. Provide specific information for projects performed by the Prime Consultant or Joint Venture Partnership, as required in Sections 7.B.4 and 7.B.5., including the project name, location, size, use, date of completion (anticipated or actual) and construction cost (anticipated or actual). Provide a brief description of the project and owner(s). Include drawings or photos, if available, in the Appendix. Provide information of relevant projects performed highlighting technical qualifications as described in section 7, A.

d. Provide references for relevant projects listed in subparagraph c above. List of references shall include owner(s) or, if an owner is no longer reachable, another person who can verify the involvement of the subject firm on the relevant projects listed. Include the full name, title, firm, address, phone number, email address, and a brief description of involvement with the listed project of all references. The City reserves the right to check any, all, or none of the references submitted.

3. Team Qualification And Experience (Limit to 10 Pages)

This section shall describe the candidate’s team organization, management structure and processes, and additional experience. This section forms the basis of the scored Written Submittal Evaluation Form, Section 10, which will be used to short-list firms for interview purposes. The following information shall be included in a format and arrangement determined by the candidate, in conformance with the page size limitations of this Section.
4. Overall Approach (Limit to 8 Pages)

   Provide descriptions of overall approach including the following:
   a. How will team conduct specific major tasks and prepare anticipated deliverables.
   b. Describe your Quality Assurance / Quality Control program.
   c. Describe your plan to ensure that the LBE Goal is met during the contract.
   d. Other ideas in managing design services.

5. Appendices (No Page Limit)

   a. Resumes
   b. Project drawings or photos, if applicable.

B. CONTRACT MONITORING DIVISION FORMS

   1. In a separate sealed envelope, submit the following Contract Monitoring Division forms.
      - Form 2A - CMD Contract Participation
      - Form 2B - CMD “Good Faith Outreach” Requirements Form and documentations.
Request for Proposals
Design Services
SF Marina East Harbor Renovation

- Form 3 - CMD Non-Discrimination Affidavit (signed by JV Lead Partner, if applicable)
- Form 4 - CMD Joint Venture Form (if applicable)
- Form 5 - CMD Employment Form

2. Forms may be downloaded online from the CMD website:
   (Download CMD Attachment 2)

3. Questions regarding the Contract Monitoring Division program should be directed to the CMD Contract Compliance Officer listed at the “Website and Contact Information” section of this RFP.

   Refer to Appendix C.

   Any questions regarding the Contract Monitoring Division program should be directed to the CMD Contract Compliance Officer:

   ATTN: Finbarr Jewell
   Contract Monitoring Division
   Phone: (415) 554-8360
   Email: finbarr.jewell@sfgov.org

C. CONTRACT FORMS

1. In a separate sealed envelope, submit the following Contract Forms. Refer to Appendix D and F.

   Certification and declaration forms to be completed by the Prime or Joint Venture Lead Partner if applicable, except as noted:
   - Certification of Proposer Regarding Debarment and Suspension Form
   - Minimum Compensation Ordinance Declaration Form
   - Health Care Accountability Ordinance Declaration Form
   - First Source Hiring Agreement for Professional Services Form
   - Chapter 12B Compliance Certification Form (each JV firm must complete this form)

   Certification and declaration forms to be completed by the Sub-consultant(s):
   - Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Form
   - Minimum Compensation Ordinance Declaration Form
   - Health Care Accountability Ordinance Declaration Form
NOTE: The following forms must be submitted with proposal:

“Certification of Proposer Regarding Debarment and Suspension Form”
“Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Form”

The remaining forms, including 12B and 12C, may be submitted anytime prior to contract award.

D. FEE SCHEDULE

1. Submit completed Fee Schedule forms in a separate and sealed envelope. Refer to Appendix B.

F. FEE PROPOSAL

1. Submit in a separate and sealed envelope a fee proposal, which shall include the following:
   - Total Fee for each phase identified in the Potential Scope of Work (A thru G) with a not-to-exceed figure; include all disciplines required to deliver the project.
   - Estimated per Phase Detail Fee breakdown by task.
   - Estimated per Phase Detailed Fee breakdown by project team member (prime/JV partner/sub-consultant) with brief description of the key duties/responsibilities/deliverables to be provided.
10. RFP PROPOSAL SUBMITTAL EVALUATION FORM

<table>
<thead>
<tr>
<th>Prime Consultant or Joint Venture Qualifications</th>
<th>Points - 35</th>
<th>Score</th>
</tr>
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<tbody>
<tr>
<td>• Describe relevant experience to successfully perform roles and responsibilities of your firm in providing marina design and engineering services.</td>
<td>Poor: 0 – 9</td>
<td></td>
</tr>
<tr>
<td>• Describe how the workload might be organized, divided or assigned. Demonstrate that there are no overlaps or gaps in services.</td>
<td>Marginal: 10 – 18</td>
<td></td>
</tr>
<tr>
<td>• Describe relevant experience of successful performance of value engineering and QA/QC reviews.</td>
<td>Acceptable: 19 – 28</td>
<td></td>
</tr>
<tr>
<td>• Describe relevant experience working with BCDC and other regulatory agencies on waterside construction projects.</td>
<td>Exceeds: 29 - 35</td>
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<table>
<thead>
<tr>
<th>Team Qualifications and Experience</th>
<th>Points - 25</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>• Discussion of your team’s background and experience that demonstrate ability to successfully perform the work.</td>
<td>Poor: 0 – 5</td>
<td></td>
</tr>
<tr>
<td>• Describe your team’s project management, cost control, and change management procedures.</td>
<td>Marginal: 6 – 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acceptable: 13 – 19</td>
<td></td>
</tr>
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<td></td>
<td>Exceeds: 20 - 25</td>
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<tr>
<th>Overall Approach</th>
<th>Points - 30</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>• How will team conduct specific major tasks and prepare anticipated deliverables.</td>
<td>Poor: 0 – 7</td>
<td></td>
</tr>
<tr>
<td>• Schedule and ability to complete project services within the City’s required time frame and budget. Include timeline for completion of relevant project scope of services referenced under Section 5, Potential Scope of Services.</td>
<td>Marginal: 8 – 15</td>
<td></td>
</tr>
<tr>
<td>• Description of how your team will successfully interface the Environmental Engineering Team and other City of San Francisco Project Team Members.</td>
<td>Acceptable: 16 – 23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exceeds: 24 - 30</td>
<td></td>
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<table>
<thead>
<tr>
<th>Overall Format of Written Submittal</th>
<th>Points - 10</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Clear, concise and addresses all focus area topics</td>
<td>Poor: 0 – 2</td>
<td></td>
</tr>
<tr>
<td>• Responsive to RFP</td>
<td>Marginal: 3 – 5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acceptable: 6 – 8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exceeds: 9 - 10</td>
<td></td>
</tr>
</tbody>
</table>

PROPOSAL SCORE
11. SELECTION PROCESS

By submitting a Proposal, the proposer hereby acknowledges and accepts the general terms and conditions specified in the Standard Agreement. The Standard Agreement, for reference only, is included in Appendix E. The selection process shall be as follows:

A. RFP Written Proposal Submittal Evaluation

1. The Contract Monitoring Division (CMD) will review the Proposals for compliance with its requirements. No firm will be recommended for further consideration without CMD approval. Firms that are deemed non-responsive will not be considered for ranking purposes.

2. A committee will review the RFP submittals based on the Submittal Evaluation Form, refer to section 10. No interviews will be held during this phase.

3. The written proposal scores of responsive firms will be tabulated with applicable rating bonuses and the top ranked firms will be short-listed and invited for oral interviews. In its sole discretion, RPD reserves the right to change the number of firms to be short-listed depending on the number of proposers and/or the results of the written scores.

4. Notification will be sent to the firms that are short-listed, indicating the time and place of the interviews, documenting any change in Evaluation Criteria for the interviews, and requesting further information if needed.

5. The scores of the RFQ Submittals will not be carried over to the oral interviews phase. The final selection will be based on the oral interviews.

B. ORAL INTERVIEW PROCESS

1. A committee will interview the short-listed firms through an evaluation process consisting of a presentation followed by standardized interview questions from the selection panel, and may include follow up questions if clarification of a consultant’s response is necessary. The same set of interview questions will be used for all consultants. The content of the presentation shall describe the team’s experience in providing the services required in this RFP. The team may present examples of their experiences that are relevant to this RFP and include a discussion of qualifications and experience, and supporting arguments why the firm should be chosen for this contract. The selection panel will proceed to evaluate each consultant independently based on each of the consultant’s presentation and responses to the selection panel’s questions. Each question will be weighted according to its importance. Scores from the oral interview will be tabulated from points awarded on all of the questions.

2. Only key individuals of each team should appear before the interview panel with no more than 6 participants, including sub-consultants. Each key team member should be available to answer specific questions during the interview, regardless of whether s/he was interviewed previously as a member of another consultant team. A team member who is part of two or more Prime Consultant teams may join each Prime Consultant interview team if so desired.
3. The session will be divided roughly into two components, with approximately 10 minutes for a team presentation, to be followed by 25 minutes of questions from the interview panel and 5 minutes of concluding remarks. Consultant must provide own presentation equipment, as none will be provided by the City. PowerPoint files, if used and provided to the Project Manager for the presentation, will become the property of the City and may be used by the City in any way deemed appropriate.

4. The Evaluation Subtotal from the Oral Interview will be submitted to the Contract Monitoring Division for application of any appropriate rating discounts and calculation of the Net Scores. This action by the CMD will determine the final rankings, which will be issued by letter to each firm. After the final ranking, comments and observations regarding the selection process may be requested, by contacting the Project Manager.

C. FINAL SELECTION PROCESS

1. The final scores will be based only on the Oral interview scores with 100% weight.

2. The final scores will be submitted to the Contract Monitoring Division for application of any appropriate rating bonuses. This action by the CMD will determine the final rankings, which will be issued by email notification to each firm.

3. After the final ranking, comments and observations regarding the selection process may be requested by contacting the Project Manager.

D. CONTRACT NEGOTIATION AND AWARD

1. The City will negotiate with the highest-ranking firm based on a City-determined scope of work, qualifications and a fee schedule acceptable to the City. A copy of the City’s sample Standard Agreement is included in Appendix E. If it is not possible to reach an agreement with the designated firm, or if within 30 days of the notice of final ranking, the designated firm does not fulfill all City requirements necessary to enter into a Controller-certified contract, the City may elect to negotiate with the next highest ranked firm in descending order. The Recreation and Park Commission will award a Professional Design Services Agreement resulting from this process, to be administered by the Recreation and Park Department with the administrative approvals of the Civil Services and Human Rights Commission/Contract Monitoring Divisions.

2. In order to proceed with contract award, the following items are required, as applicable:
   - Revised and negotiated Fee Schedules on Consultant Company Letterhead signed by the Principal.
   - 12B Compliance of Prime Consultant or Joint Venture partners.
     - Business Tax Certificates of the Prime Consultant, or Joint Venture partners if applicable, and Subconsultants.
     - City Vendor Identification numbers for the Prime Consultant, or Joint Venture entity.
     - Insurance of Prime Consultant, or Joint Venture entity.
12. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Error and Omissions of RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Project Manager, by email, upon discovery of any ambiguity, discrepancy, omission, or other errors in the RFP. Submit requests for clarification prior to the deadline for submittal of questions as specified in the Announcement. The City is not obligated to issue addenda in response to any request submitted after the deadline. Oral statements shall not be relied upon as legitimate responses and shall not be binding.

Any interpretation of, clarification, modification, or change in this RFP will be made by written addendum and shall become part of the RFP and any contract awarded. The City shall be bound only by the written terms of this RFP and any addenda hereto. The City will not be responsible for any other explanation or interpretation.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP must be directed to the Project Manager, Mary Hobson, 415.581.2547. Refer to Announcement for questions submittal deadline.

C. Objections to RFP Terms

If a Proposer objects on any grounds to any RFP or legal requirement imposed by this RFP, the Proposer shall provide written notice within ten (10) calendar days after this RFP is advertised to the Recreation and Park 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.

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

D. Financial Responsibility

This RFP is subject to fiscal provisions, contracting, and regulatory process of the City, and the terms and provisions of the City’s Charter and Administrative Code. Consultant’s assumption of risk for possible non-appropriation is part of the consideration of this RFP.

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.

The City is not obligated to award a contract under any circumstance, and specifically reserves the right to withdraw this RFP, or modify any contract let pursuant to this RFP, at no cost to the City.
E. Proposer’s Obligations under the Campaign Reform Ordinance (CRO)

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

No persons 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 for such contract until (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 services, 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; and
- 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 Consultant approaches any City officer or employee with a particular contract. The negotiation period ends when a contract is awarded or not awarded to the Consultant. Examples of initial contacts include: (i) a vendor contracts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a Consultant to propose that the Consultant 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 as indicated on Websites and Contact Information section.
F.  **Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), consultants' 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 organizations’ net worth or other proprietary financial data submitted for qualification for a contract or other benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

G.  **Reservation of Rights by the City**

1. 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:
   a. Not to preclude any interested firms to propose;
   b. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
   c. Reject any or all proposals submitted;
   d. Reissue a Request for Proposals;
   e. 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 proposal content;
   f. Procure any materials, equipment or services specified in this RFP by any other means in accordance with San Francisco Administrative Code Chapter 6 requirements; or
   g. Determine that no project will be pursued.

2. The City reserves the unqualified right to postpone the selection of the Consultant for its own convenience, to withdraw this RFP at any time without indicating any reason for such rejection, or to negotiate with any, all or none of the Consultants. The City reserves the right to remedy technical errors, clarify the published scope of services and approve or disapprove the use of the sub-consultants.

3. The City has the right to use any or all ideas or concepts presented in any proposal without restriction and without compensation to the Consultant. As a corollary, the City’s selection of a Consultant does not constitute the City’s acceptance of all particulars of the Consultant’s proposal.

4. The City reserves the right to check any, all or none of the references submitted.

5. No person or firm responding to this RFP shall obtain any claim or right of action against the City by reason of any aspect of the RFP and defects or abnormalities in the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representations, acts of omissions of the City, the exercise of any City discretion set forth in or with respect to any of the foregoing, and any and all matters arising out of all or any of the foregoing.
H. Provision of Equal Benefits

1. Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit 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 domestic partners and spouses of employees. All proposing firms must be certified by the San Francisco Contract Monitoring Division (CMD) as being in compliance with Chapter 12B. The CMD has developed rules of procedure and various resource materials explaining the equal benefits program. The materials are available by contacting the CMD Equal Benefits Section as indicated on Websites and Contact Information section.

2. The Consultant shall be compliant and certified with the above Provisions before award of agreement. Consultants that are already 12B compliant and have no changes to the above provisions do not have to fill out the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101). All new Consultants, including new Joint Ventures, to the City, or those that have made changes to their company policies, and those that are not current with the 12B compliance status shall complete form CMD-12B-101. Refer to Appendix C for a copy of the form.

3. The completed form and supporting documents shall be sent to:

   ATTN: Finbarr Jewell  
   Contract Monitoring Division  
   1680 Mission Street  
   San Francisco, CA 94102  
   Phone: (415)554-8360

I. Contract Monitoring Division (CMD) Requirements

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

To be eligible for award of this contract, each proposer must agree to comply with the following Local Business Enterprise (LBE) requirements authorized by San Francisco Administrative Code Chapter 12B, Section 12B.4, and Chapter 14B (where applicable), and their implementing Rules and Regulations.

1. Local Business Enterprises (LBE) Goals

   a. The Sub consultant participation goal is 20% LBE. Pursuant to Section 14.B.9 of the Administrative Code, proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Other Business Enterprises (OBE) to perform Subconsultant work on these contracts is as follows: 8.3 % MBE, 3.5 % WBE, and 8.2 % OBE. (These are not goals, but are availability advisory only.) Proposers are further advised that they may not discriminate in the selection of subcontractors on the
basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

(1) Proposers may download the CMD Attachment 2 Forms including CMD Form 2A, Consultant Participation Form, and CMD Form 2B, Good Faith Efforts Form from the following Website:

b. The CMD Attachment 2 is a part of the RFP and is attached as Appendix C. CMD Certified LBE Proposers may be eligible for up to 10% rating bonus if certain requirements stated in the CMD Attachment 2, Part II, are met.

c. The LBE Sub consultant participation goal stated above for this project is the percentage of the total value of the services to be procured. The goal must be met with LBE firms that are certified as LBE firms by the San Francisco Contract Monitoring Division. The CMD website provides a current list of all certified LBE firms. Other firms may be used to meet the subconsulting goal provided that all firms so used are certified as LBE firms by CMD as of the due date of this proposal. The CMD will review LBE participation for compliance when the billings have reached the following percentages of the contract amount: 30%, 50%, 70%, and 90%.

(1) For information concerning currently certified LBE firms to be utilized in meeting the LBE Sub consultant participation goal, please go to the following Website:

d. All proposers must meet the Subconsultant goal and meet the good faith outreach requirements. Any proposal that fails to meet the specified LBE participation goal and fails to meet the good faith outreach requirements shall be considered non-responsive and shall be rejected. Refer to CMD Form 2B for more details.

e. Proposals that do not meet the LBE participation goal will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook all the good faith efforts required by this ordinance and that the failure to meet the goal resulted from an excusable error. The contract awarding authority shall require proposers on the contracts to contact an LBE before listing that LBE as a Subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive.

f. All proposers shall undertake good faith outreach as set forth in Section 14.B.8C of the ordinance to select sub consultants to meet the LBE goal. The Good Faith Outreach form with the required supporting documentation must be completed and submitted with the proposal even if the LBE Subconsultant goal has been met.

g. Proposers must identify on CMD Form 2A the particular LBE sub consultants and lower tier sub consultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably required to determine the responsiveness of the proposal.
h. The LBE proposer is also required to comply with the established goal of the RFP. The LBE proposer, proposing as a joint venture with a non-LBE firm is also required to comply with the established goal. The prime association partner must be of the same or similar discipline in order to be eligible for a rating bonus.

j. LBEs identified as sub-consultants must be certified with the San Francisco Contract Monitoring Division by the proposal due date, and must be contacted by the proposer (prime consultant) prior to listing them as sub-consultants in the proposal. Additionally, sub-consultants should not enter into any agreement that limits their ability to be listed or utilized by more than one proposer. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

k. Proposals submitted in response to this RFP that fail to comply with the material requirements of the S.F. Administrative Code Chapter 14B and the RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract. Sub-consulting goals can only be met with CMD certified LBEs located in San Francisco.

l. For questions concerning the CMD Forms, contact the CMD Contract Compliance Officer as indicated on Websites and Contact Information section of this RFP. The forms will be reviewed and approved by CMD prior to the interview phase.

2. LBE (Small and/or Micro-LBE) Prime Proposers Rating Bonus

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any prime proposers who are certified by CMD as a LBE, or joint venture partners who are certified as a LBE by the proposal due date. Certification applications may be obtained by contacting CMD as indicated on the Websites and Contact Information section. The rating bonus applies at each phase of the selection process and will be added to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Refer to CMD Attachment 2 for more details.

The application of the rating bonus is as follows:

a. A 5% bonus to a joint venture prime proposer with a LBE participation that equals or exceeds 35%, but is under 40%; or

b. A 7.5% bonus to a joint venture prime proposer with a LBE participation that equals or exceeds 40%.

c. A 10% bonus to:
   • A LBE prime proposer; or
   • A joint venture among LBE prime proposers.
3. Prime and Joint Venture Partners

a. A Joint Venture partner shall not submit a proposal as a partner in another Joint Venture team or as a separate Prime for this RFP.

b. A Prime or Joint Venture partner can be a Subconsultant to another team submitting a proposal for this RFP.
13. CONTRACT REQUIREMENTS

A. Insurance (Refer to Appendix E – Section 15 of the Standard Agreement)

B. Insurance Requirements

City departments requesting insurance from contractors have encountered problems obtaining acceptable policy endorsements and/or blanket policy language from the insurance brokers. In addition, departments have found that some policies are underwritten by companies that do not meet the City’s minimum rating requirements. The resulting delays often affect the City’s ability to complete the processing of contracts or hold up payments to contractors when insurance documents are unacceptable.

The following guidelines are intended to assist contractors, brokers, and agents in meeting the documentary requirements for insurance of City contracts. Contractors may assist in providing their insurance brokers, agents, and sureties with a copy of the insurance language that is incorporated into their contracts.

1. The City’s minimum rating for acceptable insurance and surety companies is A-, VIII or higher. In addition, companies must be authorized to do business in the State of California and be satisfactory to the City. Insurance from companies that do not meet these minimum criteria, will be rejected and result in delay in the processing of a contractor’s contract award or payments.

2. Written endorsements to policies must be certified by the insurance underwriter or insurance company. Endorsements must include the name of the insurance carrier and be issued on the company stationary. The insurance policy number, the name of the insured, the term of the policy, the endorsement language, and a signature of the authorized person from the insurance company issuing the endorsement must be included. The City will no longer accept any endorsements written and signed by the insurance brokers except in the following circumstances:

- Insurance brokers may issue Blanket Endorsements as written by the insurance underwriters, but the entire Blanket Endorsement terms must be submitted to the City with the applicable sections of the endorsement to the policy individually identified. The Blanket Endorsement should include the name of the insurance carrier, the insurance policy number, the name of the insured, the term of the policy, and the signature of the broker. Any language outside of the blanket policy language shall require either the addition of blanket language or an endorsement signed by the underwriter for the insurance company.

3. If any insurance broker/agent is an Agent authorized to add and delete policy language and can act in the place of an insurance underwriter, the following is required:

- A letter designating the agent or broker by name as a representative of the insurance company with authority to add, delete, or change the insurance company underwriting policy language. Such letter shall be on the insurance company letterhead and signed by an authorized representative of the insurance company and shall include the name of the
insurance company, type of policy, policy number, name of the insured, and policy term. Such letter shall also state that the named Agent is authorized to add or delete policy coverage (endorsements) on behalf of the insurance company.

The City reserves the right to conduct a random audit on all certificates, policies, and endorsements.

C. **Insurance and other Requirement for Associations/Joint Ventures/ Partnerships**

The Consultant operating under the auspices of associations, joint ventures, or partnerships shall provide the appropriate insurance coverage.

*(Excerpts from the City’s Risk Manager’s Insurance Manual)*

While two (2) or more venture participants may have their separate insurance programs for their usual operations outside of or before forming a joint venture, such separate coverage does not apply to joint venture operations. Consider the following language from a typical general liability policy:

“No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.”

Professional Liability policies often have similar language.

Not only is the joint venture or partnership not insured automatically under the separate insurance programs of the participants, but also the participants themselves are not even covered by their own policies with respect to their interests in the association, joint venture, or partnership.

While the City contract may use the term “association” instead of “joint venture” or “partnership”, there is a concern insurers may construe the joint operation under one contract to be a joint venture, in fact, even if called by another name, resulting in voiding the coverage.

There are three (3) general methods of insuring associations, joint ventures, or partnerships:

1. Issue separate insurance policies with the Named Insured being the joint venture or partnership. This is the most cumbersome, expensive arrangement;

2. Have one of the participants include the joint venture or partnership as a Named Insured on all of the policies required of the Consultant in the City contract. This option is also cumbersome and expensive;

3. Have each participant include the joint venture or partnership as a Named Insured on each of their separate policies, but only with respect to the interests of that participant in the joint venture or partnership. It is the City’s understanding that this should not be a costly process.

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1 Under California Contract Law, an association is given the same standing as Joint Ventures or Partnerships.
The intent of these methods is that the association, joint venture or partnership, is a Named Insured on all the required policies and is insured only once. Generally, the types of insurance affected by associations, joint ventures, or partnership are the Commercial General Liability and Professional Liability policies; however, the City will refer insurance matters to its Risk Manager when insurance coverage or language in the policies is being disputed between parties.

For questions concerning insurance matters, contact Elizabeth Fitzgerald, the Department of Administrative Services, Risk Management Program as indicated on Websites and Contact Information section.

D. Indemnification (Refer to Appendix E – Section 16 of the Standard Agreement)

E. Conflict of Interest

1. 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.

2. No officer, member or employee of the City and no member of their governing bodies will have any pecuniary interest, direct or indirect, in this Agreement of the proceeds thereof. No Consultant, nor member of the Consultant’s family shall serve on the City board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Consultant’s operations or authorizes funding to Consultant.

3. The Consultant shall have no interest and shall not acquire any interest, direct or indirect, which conflicts with the faithful performance of this agreement.

4. In addition to the requirements of the City Charter and the State Government, the City will not permit Consultants to perform oversight on any jobs where there is any conflict of interest between the Consultant and other firms involved in the project.

5. Consultants doing business with the City are prohibited from contributing to candidates. No person who contracts with the City and County of San Francisco for the rendition of personal services; for the furnishing of any materials, 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 candidate for such an office, or committee controlled by such an officer or candidate at any time between commencement of negotiations and either the completion of, or the termination of negotiations for such contract.
F. Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the successful proposer unless business tax registration fees are paid in full by the time the agreement is awarded. Consultants can register for a current certificate with the Business Tax Division of the Office of the Treasurer and Tax Collector, City Hall - Room 140, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102.

G. Compliance with the Americans with Disabilities Act (Refer to Appendix E - Section 39 of the Standard Agreement)

H. Prohibition on Political Activity with City Funds (Refer to Appendix E – Section 46 of the Standard Agreement)

I. Debarment and Suspension Certification

The Consultant shall have to comply with, and file along with its proposal completed copies of the Certification of Proposer Regarding Debarment and Suspension and Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Forms in Appendix D.

In the event that any work performed under as-needed professional services contracts is funded by Federal or State grants funds, unless the granting agency has no restrictions on the use of such funds, DPW requires Consultants and Subconsultants responding to an RFP to sign a declaration involving self-identification of any debarments or suspensions on any contracts in excess of $25,000.

1. Non-compliance could result in the federal government revoking funding for the contract.

   a. The submission of a debarment or suspension declaration form does not necessarily affect the award of the contract. The language included in the Federal Declaration form states that information about debarment or suspension does not automatically result in denial of a contract award but the information will be used to determine contractors’ responsiveness.

J. Chapter 12P – 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 Section 43 of “Requiring Minimum Compensation for Covered Employees” in the Standard Agreement - Appendix E. For additional information, refer to Office of Labor Enforcement website at www.sfgov.org/olse.

Note that the gross hourly compensation for covered employees for For-Profit entities is $12.66.

The MCO rate for non-profit corporations and government entities shall remain at $11.03.
The Consultant shall have to comply with, and file along with its proposal a completed copy of the Minimum Compensation Ordinance (MCO) Declaration form in Appendix D.

K. Chapter 12Q – 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. (Refer to Appendix E – Section 44 of the Standard Agreement)

The Consultant shall have to comply with, and file along with its proposal a completed copy of the Health Care Accountability Ordinance (HCAO) Declaration form in Appendix D.

L. First Source Hiring Program (FSHP) (Refer to Appendix E – Section 45 of the Standard Agreement and Appendix F)

This Section incorporates the requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 (entitled “First Source Hiring Program”). Contractor agrees to participate and comply with the provisions of the First Source Hiring Program. As part of the Contractor’s Agreement with the City, the Contractor shall incorporate provisions of the First Source Hiring Program into any Joint Venture Partnership and shall require subcontractors to do the same.

The Mayor’s Office of Economic and Workforce Development is the Contractor’s main contact for the First Source Hiring Program.

DEFINITIONS

1. **Entry Level Position:** Any non-managerial position that requires either: (a) no education above a high school diploma or certified equivalency; or (b) less than two years training or specific preparation; and (c) shall include temporary positions and paid internships.

2. **Trainee:** An economically disadvantaged worker identified by the First Source Hiring Program as having the appropriate training, employment background and skill set for an available Entry Level Position specified by the Contractor.

FIRST SOURCE HIRING GOALS

1. Over the life of the contract, the Contractor shall make good faith efforts to hire a minimum number of Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions. Contractor may decline to hire a Trainee if the Contractor considers the Trainee in good faith and deems the Trainee is not qualified. The final decision to hire a Trainee shall be made by the Contractor. The number of Trainees to be hired is based on the Contractor Fee Schedule below:
2. The Contractor shall hire the Trainee on a full-time basis for at least 12 months or on part-time basis for 24 months.

3. Trainees must be obtained through the First Source Hiring Program and the Contractor must consider all Trainees fairly and equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. No existing employee may count toward the total number of Trainees hired.

DOCUMENT REQUIREMENTS

Contractor shall complete, sign and submit a First Source Hiring Agreement with the Contractor’s bid or proposal. Failure to submit a completed and signed First Source Hiring Agreement with the Contractor’s bid or proposal will result in a rejected bid or proposal.

PROCEDURES

1. Within 30 days of award of contract, the Contractor will email the First Source Hiring Program and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Contractor will provide information on Entry Level Positions, number of Trainees to be hired, job description, start date and rate of pay. If the Contractor cannot quantify the numbers of Trainees to be hired, the Contractor must still meet with the First Source Hiring Program and present a workforce plan of good faith efforts towards the First Source Hiring Goals.

2. Contractors are required to notify the First Source Hiring Program of all available Entry Level Positions.

3. Contractor will designate a representative to monitor all employment related activity and be the main contact for the First Source Hiring Program.
4. Contractor will maintain documentation and records supporting good faith efforts toward the First Source Hiring Program.

AS-NEEDED CONTRACTS

Contractors awarded As-Needed contracts shall follow the provisions of the First Source Hiring Program. However, the First Source Hiring Goals will be based on the total number of Contract Service Orders (CSO) issued to the Contractor and the Contractor shall make good faith efforts to hire Trainees as the increase in CSOs creates employment opportunities.

NONCOMPLIANCE

Failure to meet the criteria of the First Source Hiring Program does not impute bad faith but rather will trigger a review for compliance. If the City deems a Contractor is noncompliant and acted in bad faith towards the First Source Hiring Program, then the City may withhold progress payments and assess liquidated damages as defined in San Francisco Administrative Code Chapter 83.

TERM

The obligations of the Contractor will remain in effect until completion of all services to be performed by the Contractor under the terms and conditions of this Agreement.

The City intends to issue separate Notices To Proceeds (NTP) for the Conceptual Design/Schematic Design/Design Development/Construction Document Phase (see Potential Scope of Services A-D) and for the Bid/Award/Construction/Closeout Phase (see Potential Scope of Services E-G). The Contractor shall perform only those services authorized by a Notice To Proceed or by written directive under the terms and conditions of this Agreement.

M. Electronic Payments

The Controller's Office and Office of Contract Administration requires all vendors with new and extended/renewed contracts must sign up to receive electronic payments from the City through Paymode-X, the City’s 3rd party service that provides Automated Clearing House (ACH) payments.

The City and County of San Francisco makes daily Electronic Payments to our vendors, contractors and suppliers (This is also known as "Automated Clearing House" or "ACH" payments). The Electronic remittances provide the same information currently printed on our checks.

This service is provided at no charge to all vendors through our existing disbursement account with Bank of America. Remittance information will be provided through Paymode-X™, a Bank of America Merrill Lynch business-to-business electronic system.

You use your own existing bank account to receive the Electronic Payments.

You do not have to be a customer of Bank of America Merrill Lynch to receive Electronic Payments from the City and County of San Francisco.
N. Payment Processing – Elations

For contracts advertised on or after July 1, 2013, prime contractors and subcontractors who are awarded contracts as a result of the bid process are required to use the Elation secure web-based Local Business Utilization Tracking System (LBEUTS) to submit 14B prime contractor and subcontractor payment information, including monthly progress payment invoices. The LBEUTS replaces CMD Forms 7 and 9. Refer to CMD Attachment 1 for more details.
14. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

After receipt of bid proposals, the project team will initially review all proposals for responsiveness, and will notify all non-responsive firms with a Notice of Non-responsiveness. Within five (5) working days of the City’s issuance of non-responsiveness, any firm that has submitted a proposal and believed 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 (5th) 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 Highest Ranked Award

Within five (5) working days of the City’s notification, 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.

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:

Attn: Sean McFadden
San Francisco Recreation and Park Department
Contracts Administration & Purchasing
501 Stanyan Street
San Francisco, CA 94117
Appendix A
SITE MAP
Appendix B

FEE SCHEDULE

A. One (1) copy of The Fee Schedule must be completed for your firm, and for each sub-consultant listed in your CMD Attachment 2, and submitted separately in a sealed envelope and delivered with the proposal package.

B. The sealed envelope shall be titled “Fee Schedule for RFP – SF MARINA EAST HARBOR RENOVATION” and include the name of the Consultant.

C. The Fee Schedule does not affect the selection process and will be used in contract negotiations with the successful Consultant. The City reserves the right to go over the Fee Schedule during contract negotiations.

E. Consultants must complete, attach, and submit unit prices for all of Consultant and sub-consultants billable rates on a Fee Schedule. Due to the wide variety of work that may arise, the City reserves the right to negotiate those items not specified in the Fee Schedule. Some of the listed items may be deleted.

F. All billable staff rates shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges.

G. Hourly Billing Rates listed in Agreements (below) shall be one single rate for the length of the contract and shall remain in effect throughout the term of the contract for both the Consultant and Sub-consultants.

   a. Fill out the information on the following page, as applicable, for your firm and for each Sub-consultant listed in your CMD Form 2.
Name of Consultant or Sub-Consultant:

Overhead Rate = _____%
(Though an audited rate is preferable, it is not required.)
Provide an itemized percentage breakdown of the items that are accounted in the Overhead Rate.
Administrative and clerical support services are considered part of overhead.

Fringe Benefits = _____%
Provide an itemized percentage breakdown of the items that are accounted in the Fringe Benefits.

Fully Burden Staff Billing Rates/Hour for Professional Positions (Categories) as indicated in Table format.
If a job title is not applicable, indicate ‘Not Applicable’. If a ‘general’ job title is not listed, utilize ‘Other’
and list the ‘specific’ job title.

<table>
<thead>
<tr>
<th>Job Title (General)</th>
<th>Direct Labor Rate ($/hr)</th>
<th>Fringe Benefits (%)</th>
<th>Overhead Rate (%)</th>
<th>Profit (10%)</th>
<th>Billing Rate ($/hr)</th>
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<tbody>
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<td>Principal</td>
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<td>Civil Engineer</td>
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<td>Senior Engineer</td>
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<td>Engineer</td>
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<td>Project Engineer</td>
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<td>Associate Engineer</td>
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<td>Project Manager</td>
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<td>Technician</td>
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<td>Cost Estimator</td>
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<td>Scheduler</td>
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<td>Project Controls</td>
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<td>Quality Control</td>
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<td>CADD Drafter</td>
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<td>CADD Designer</td>
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<tr>
<td>Other: (describe)</td>
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NOTE:
Overtime Rate = Fully Burden Staff Billing Rates x 1.5
Other Services and Charges

The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Consultant and all levels of sub consultants.

<table>
<thead>
<tr>
<th>Services</th>
<th>Rates/Schedule</th>
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<tbody>
<tr>
<td>Sub-consultant Work</td>
<td>Cost plus 5% (for a maximum of two tiers of sub-consultants work)</td>
</tr>
<tr>
<td>Meal expenses</td>
<td>Not reimbursable.</td>
</tr>
<tr>
<td>Lodging</td>
<td>Not reimbursable without prior agreement.</td>
</tr>
<tr>
<td>Air/taxi/shuttle/rail fares</td>
<td>Not reimbursable without prior agreement.</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td>At cost.</td>
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</tbody>
</table>

**Travel**

The Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly. Travel expenses will be reimbursed only when work locations are outside of San Francisco and only with prior approval. Expenses associated with travel to and from Contractor or all levels of Sub Consultant’s offices located outside San Francisco to and from work sites within San Francisco are not reimbursable.

**Equipment Rental**

Compensation shall be paid for at the rates listed in Labor Surcharge and Equipment Rental Rates issues by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, plus 5%.

Non-Reimbursable Items

The following shall apply and remain in effect throughout the term of the contract for both the Consultant and all levels of sub consultants.

The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billing rate of staff. These costs include, but are not limited to:

- office supplies
- computers
- tools
- PDAs
- telephones and calls
- cameras
- copies
- blackberries
- respirators
- first aid kits
- safety equipment
- office equipment
- cell phones, calls, faxes
- photocopiers

Appendix B
Appendix C

CMD Attachment 2 and Forms

One (1) original and two (2) copies of all required CMD Attachment 2 and Forms must be completed for your firm or each joint venture partner and submitted separately in a sealed envelope and delivered with the proposal package.

The sealed envelope shall be titled “CMD Forms for RFP SF MARINA EAST HARBOR RENOVATION” and include the name of the Consultant.

Note: Fillable forms of CMD Attachment 2 may be downloaded online from the following CMD website: http://sfgsa.org/modules/showdocument.aspx?documentid=10460

Submit digital copies of above items as separate PDF files on a Compact Disc (CD).
CITY & COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

CMD ATTACHMENT 2
For Contracts Advertised on or after July 1, 2013
Requirements for Architecture, Engineering, & Professional Services Contracts
FOR CONTRACTS $50,000 AND OVER

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").

B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at http://www.sfgov.org/cmd.

C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for CMD certified Small- or Micro LBE’s. Subject to certain limitations and exceptions, CMD SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the CMD website at http://www.sfgov.org/cmd.

IMPORTANT NOTICE:

For RFP’s advertised on or after July 1, 2013, winning prime consultants and all participating subcontractors are required to use the LBE Utilization Tracking System (LBEUTS) to submit 14B prime and sub payment information, including progress payment invoices. The LBEUTS system replaces CMD Payment Forms 7 & 9. These forms are included herein for informational purposes only.

For assistance with CMD Attachment 2, please contact the following number(s):
CMD Main Office (415) 581-2310 or LBE Certification Unit (415) 581-2319

For compliance and assistance with the Equal Benefits Program, please contact the CMD Main Office.

07/10/2013
1.02 SUBMISSION OF CMD FORMS

A. Unless otherwise authorized by CMD, the proposer must submit the following CMD forms in a separate sealed envelope marked “CMD Forms” with the proposal. Failure to complete or submit any of the CMD Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each CMD form.

1. Form 2A: CMD Contract Participation Form: Identify LBE subconsultants, vendors, and lower tier subconsultants that the proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.

2. Form 2B: CMD “Good Faith Outreach” Requirements Form: Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code (“Code”), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation goal by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subcontracting goal. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subcontracting participation goal and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subcontracting participation goal by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.

- Example: The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
  1) Meets the 10% LBE subconsulting goal;
  2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

| LBE subconsulting goal set for project | 10.0% |
| 35% of the 10% LBE subconsulting goal | 3.5% |
| Total LBE participation must equal or exceed: | 13.5% |

3. Form 3: CMD Compliance Affidavit: Must be signed by Proposer under penalty of perjury.

4. Form 4: CMD Joint Venture Form: Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.

5. Form 5: CMD Employment Form: List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.
1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:

A. LBE Utilization Tracking System (LBEUTS)

Information regarding the LBEUTS can be found at http://www.sfgov.org/LBEUTS

1. **FORM 7: CMD Progress Payment Form:** Winning prime proposer shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing. Upload copies of invoices from all subs.

2. **FORM 9: CMD Payment Affidavit:** Submit online using the LBEUTS within ten (10) business days following receipt of each progress payment from the Contract Awarding Authority. Subconsultants are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to withholding of progress payment, even if there is no subcontractor payments for the reporting period.

B. **FORM 8: CMD Exit Report and Affidavit:** Submit with final Form 7. A separate Form 8 must be completed for each LBE subconsultant.

C. **FORM 10: CMD Contract Modification Form:** This form shall be completed by the Prime Consultant when any (all) amendments, modifications, or supplemental change orders cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

   1. D. Failure to submit all required information in the LBEUTS or any contract forms may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments

1.04 “GOOD FAITH OUTREACH” REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

1.04 NON-COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B
1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
   a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
   b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
   c. The Director’s finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.

1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD rules and regulations, or contract provisions pertaining to LBE participation, which may include:
   i) suspend a contract;
   ii) withhold funds;
   iii) assess penalties;
   iv) debarment;
   v) revoke CMD certification; or
   vi) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant’s net profit on the contract, 10% of the total amount of the contract or $1,000, whichever is greatest as determined by CMD.

2. The Director's determination of bad faith non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
3. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
4. The CMD Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:
1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the consultant that a determination of bad faith non-compliance has been made and that all payments due the consultant shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS
2.01 APPLICATION
A. **Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is CMD certified in the type of work that is specified by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.

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

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

2. **Contracts with an Estimated Cost in Excess of $400,000 and Less Than or Equal To $10,000,000.** A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

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

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

5. A 10% rating bonus for CMD LBE certified non-profit agencies for contracts estimated in excess of $10,000, but less than or equal to $10,000,000.

C. The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed $10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed $20 million.

### 2.02 JOINT VENTURE(PRIME ASSOCIATION)

A. Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be CMD LBE certified in that...
area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.

1. The Small and/or Micro-LBE JV partner’s work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.

2. Each member of the joint venture must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”

3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner’s employees by the Small and/or Micro-LBE JV partner.

4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.

5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.

6. A JV must submit an executed JV agreement and management plan detailing each JV partner’s responsibilities and tasks.

7. A JV must obtain a Federal ID number for that entity.

8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.

B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.

C. The proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.

D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

**EXAMPLE:**

Step 1. Calculate total JV partner work:

<table>
<thead>
<tr>
<th>Total Contract Work</th>
<th>=</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Total Contract Work Performed by Subconsultants</td>
<td>-</td>
<td>40%</td>
</tr>
<tr>
<td>Percentage of Total Contract Work Performed by JV partners</td>
<td>=</td>
<td>60%</td>
</tr>
</tbody>
</table>

Step 2. Calculate Small and/or Micro-LBE JV partner work:

<table>
<thead>
<tr>
<th>Description of JV Partners’ Scopes of Work</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>JV Partners’ Work as a % of the total contract</td>
<td>% of Task by Non-LBE JV Partner</td>
<td>% of Task by Small and/or Micro-LBE JV Partner</td>
<td></td>
</tr>
<tr>
<td>TASK 1</td>
<td>5%</td>
<td>3%</td>
<td>2%</td>
</tr>
<tr>
<td>TASK 2</td>
<td>20%</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>TASK 3</td>
<td>25%</td>
<td>12.5%</td>
<td>12.5%</td>
</tr>
</tbody>
</table>
Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

<table>
<thead>
<tr>
<th>TASK 4</th>
<th>10%</th>
<th>6%</th>
<th>4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL JV Partner %</td>
<td>60%</td>
<td>32.5%</td>
<td>27.5%</td>
</tr>
</tbody>
</table>

The Small and/or Micro-LBE JV partner’s participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTANT PARTICIPATION GOAL

**NOTE:** FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP EXPRESSLY ALLOW FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

A. All proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the proposer meets the good faith outreach exception in Section 14B.8.8(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with CMD certified Small and Micro-LBEs.

For a directory of certified LBEs, please go to:

http://www.sfgov.org/cmd

Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the CMD Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the CMD reasonably shall require to determine the responsiveness of the proposal. For a proposer to receive credit toward the LBE subconsulting participation goal, a listed LBE subconsultant must be CMD certified in the scopes of work/trade(s) specified on Form 2A.

The proposer must contact LBE subconsultants prior to listing them. LBEs must be certified with CMD on the proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive proposal.

Additionally, subconsultants may be listed by more than one proposer.

C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of

07/10/13
achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.

D. CMD may require the successful proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.

E. Determination and calculation of LBE subconsultant participation:

1. The Small and/or Micro LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.

2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

   EXAMPLE:
   If the total subcontract amount = $1,000,000 of which
   $510,000 is the Small and/or Micro-LBE JV subcontract amount and $490,000 is the non-LBE subcontract amount, then $510,000 is credited toward the LBE subconsultant participation goal.

3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

   EXAMPLE:
   If the total subcontract amount = $1,000,000, of which $200,000 is the lower-tier Small and/or Micro-LBE subconsultant’s portion, then $200,000 is credited toward the LBE subconsultant participation goal.

4. If a Proposer owns or controls more than one business that is CMD certified as a Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by proposer’s spouse or domestic partner shall be deemed to be owned by the proposer.

5. It is the responsibility of the proposer to verify the subconsultant’s LBE certification status.

6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on CMD Form 2A.

7. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.

8. A Small and/or Micro-LBE Prime proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subconsultant participation goal.

9. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).
F. **Substitution, removal, or contract modification of LBE:**

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. Additionally, no new subconsultants shall be added without prior CMD approval.
PART IV NON-DISCRIMINATION REQUIREMENTS

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Non-Compliance with Chapter 12B Prior to Contract Award

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.

2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.

3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. Complaints of Discrimination after Contract Award

1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.

2. A finding of discrimination may result in imposition of appropriate sanctions, including:
a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of $50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.

c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.
**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

**Section 1:** This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

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<thead>
<tr>
<th>Contract:</th>
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<tbody>
<tr>
<td><strong>RATING BONUS</strong></td>
<td></td>
</tr>
<tr>
<td>☐ LBE 10%</td>
<td>☐ Joint Venture 7.5%</td>
</tr>
<tr>
<td>☐ Joint Venture 5%</td>
<td>☐ Joint Venture 10% (LBEs ONLY)</td>
</tr>
<tr>
<td>☐ No Rating Bonus Requested</td>
<td></td>
</tr>
</tbody>
</table>

| Contact Person: |  |
| Address: |  |
| City/ZIP |  |
| Phone |  |

LBE Goal %

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)*

<table>
<thead>
<tr>
<th>TYPE *</th>
<th>Firm</th>
<th>PORTION OF WORK (describe scope(s) of work)</th>
<th>% OF WORK</th>
<th>INDICATE LBE YES/NO</th>
<th>If an LBE, Identify MBE, WBE, or OBE **</th>
<th>% OF LBE SUBWORK</th>
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Total % of Work: 100%

Total LBE Subconsulting %

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): ___________________________ Date: ______________

Print Name and Title:__________________________

** MB E = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website: http://sfgov.org/cmd for each firm's status.**

07/10/2013
Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at http://sfgov.org/cmd. Use additional sheets if necessary.

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FORM 2B: “GOOD FAITH OUTREACH” REQUIREMENTS FORM

This “Good Faith Outreach” form, along with the required supporting documentation must be completed and submitted per the instructions in this form EVEN IF the LBE subconsulting participation goal has been met (Section 14B.8 of the San Francisco Administrative Code). Proposers may obtain a list of certified LBEs from the CMD website: http://www.sfgov.org/cmd.

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in CMD Attachment 2, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)?

☐ YES* ☐ NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check “NO”, above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

* Note: An answer of "YES", above, is subject to verification by CMD. If the CMD determines that proposer did not exceed the LBE subconsultant participation goal by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer's proposal shall be declared non-responsive AND INELIGIBLE FOR CONTRACT AWARD.

NOTE: “LBE” REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

A proposer must achieve at least 80 points, as determined by CMD, to be deemed compliant with the “good faith outreach” requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project?
   ☐ Yes (15 Points) ☐ No (0 Points)
   If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.

2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, please enclose a copy of the advertisement.
   ☐ Yes (10 points) ☐ No (O Points)
   The advertisement must provide LBEs with adequate information about the project.
   If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.

07/10/2013
<table>
<thead>
<tr>
<th>Section</th>
<th>Question</th>
<th>Yes (10 points)</th>
<th>No (0 Points)</th>
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<td>3.</td>
<td>Did your firm identify and select work types (as categorized in CMD’s LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</td>
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| 4.      | Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, **please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made**. The purpose of contacting LBE firms is to provide notice of interest in proposing for this project. A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.  
   a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.  
   b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type. If a proposer does not contact any LBE firms, the proposer will receive no points. When contacting LBEs, you should provide adequate information about the project. If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal. |                |              |
| 5.      | Did your firm follow-up and negotiate in good faith with interested LBEs? If so, **please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made**. If applicable, your follow-up contact with interested LBEs should provide information on the City’s bonding and financial assistance programs. For each interested LBE firm that the proposer does not follow-up with, a point will be deducted. A proposer who does not perform any follow-up contact with interested LBEs will receive no points. **“Interested LBE” shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.** |                |              |
| 6.      | A proposer shall submit the following documentation with this form:  
   (1) Copies of all written proposals submitted, including those from non-LBEs;  
   (2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and  
   (3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. |                |              |
SECTION C

If a Small or Micro-LBE prime proposer checks “YES” in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer must indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

% of work

SECTION D

Contract Name: 

Contract No.: 

Signature of Owner/Authorized Representative: 

Owner/Authorized Representative (Print): 

Name of Firm (Print): 

Title and Position: 

Address, City, ZIP: 

E-mail: 

Date: 

FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.

2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.

3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.

4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: ____________________________

Owner/Authorized Representative (Print) ____________________________

Name of Firm (Print) ____________________________

Title and Position ____________________________

Address, City, ZIP ____________________________

Federal Employer Identification Number (FEIN): ____________________________

Date: ____________________________

07/10/13
FORM 4: CMD JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with a Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project:

2. Name of all JV partners: (Check LBE if applicable)

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<th>Name</th>
<th>LBE</th>
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3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:
   a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
   b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
   c. Identify the Location of Joint Venture Office.
   d. Provide in detail how decision will be made for work distribution to Small and/or Micro-LBE subconsultants and/or vendors.
   e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.
   If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of proposal.
   Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their proposal.
   The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

   Step 1. Calculate total JV partner tasks.

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<tr>
<th>Total Contract Tasks</th>
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<tbody>
<tr>
<td>Percentage of Total Work to be Performed by Subconsultants</td>
<td>- %</td>
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<tr>
<td>Percentage of JV partner tasks</td>
<td>= %</td>
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</table>
Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

<table>
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<tr>
<th>Description of JV partner Scopes of Work (Specific details of work)</th>
<th>JV Partners’ Work as a % of the total project</th>
<th>% of Task by Non-LBE JV Partner</th>
<th>% of Task by Small and/or Micro-LBE JV Partner</th>
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<td>TOTAL JV %</td>
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Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

\[
\text{Total Small and/or Micro-LBE JV Partner %} \div \text{Total JV %} = \% 
\]

---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)  Owner/Authorized Representative (Signature)
Name and Title (Print)  Name and Title (Print)
Firm Name  Firm Name
Telephone  Telephone
Date  Date
**FORM 5: CMD EMPLOYMENT FORM**

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

   The employees listed should include all those listed in other sections of the proposal.

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<tr>
<th>NAME OF FIRM</th>
<th>NAME OF EMPLOYEE</th>
<th>PROJECT ROLE</th>
<th>RACE</th>
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Sign below including each joint venture partner.

---

Owner/Authorized Representative (Signature)  
Name and Title (Print)  
Firm Name  
Telephone  
Date

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Owner/Authorized Representative (Signature)  
Name and Title (Print)  
Firm Name  
Telephone  
Date

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07/10/2013
FORM 7: CMD PROGRESS PAYMENT FORM
FOR REFERENCE ONLY. To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT WWW.SFGOV.ORG/LBEUTS.

To be completed by Consultant and submitted to the Contract Awarding Authority and CMD with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee
COPY TO: CMD Contract Compliance Officer

Firm: ___________________________
Date: __________________________

SECTION 1. Fill in all the blanks

Contract Number: ____________________ Contract Name: ____________________

Reporting Period From: ______________ To: ______________ Progress Payment No: __________

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount: $_______________

2. Amount of Amendments and Modifications to Date: $_______________

3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2): $_______________

4. Sub-total Amount Invoiced this submittal period: Professional Fees $_______________

5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses $_______________

6. Gross Amount Invoiced this submittal period (Line 4 + Line 5): $_______________

7. All Previous Gross Amounts Invoiced: $_______________

8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7): $_______________

9. Percent Completed (Line 8 + Line 3): %_______________

Consultant, including each joint venture partner, must sign this form.

_________________________________________   _________________________________________
Owner/Authorized Representative (Signature)         Owner/Authorized Representative (Signature)

_________________________________________   _________________________________________
Name (Print)                                      Name (Print)

_________________________________________   _________________________________________
Title (Print)                                     Title (Print)

_________________________________________   _________________________________________
Firm Name                                        Firm Name

_________________________________________   _________________________________________
Telephone                                        Telephone
Fax                                               Fax

_________________________________________   _________________________________________
Date                                             Date

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION

CHAPTER 14B
CMD ATTACHMENT 2

Architecture, Engineering, and Professional Services
SECTION 2. For column “A”, list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to three (3) years following project completion and, upon request, Prime Consultant shall submit the requested information to CMD within 10 business days.

Notes: 1) ALL firms must be CONTINUOUSLY listed on column “A” regardless if a firm is not requesting payment and 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: %

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<th>A</th>
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<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tbody>
<tr>
<td>Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.</td>
<td>Service Performed</td>
<td>Amount of Contract or Purchase Order at Time of Award</td>
<td>Amount of Modifications to Date</td>
<td>Total Amount of Contract or Purchase Order to Date +/− Modifications to Date (C + D) or (C−D)</td>
<td>Amount Invoiced this Reporting Period</td>
<td>Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).</td>
<td>Percent Complete to Date (G−E)</td>
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07/10/2013
FORM 9: CMD PAYMENT AFFIDAVIT

FOR REFERENCE ONLY. To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT WWW.SFGOV.ORG/LBEUTS.

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and CMD within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee
COPY TO: CMD Contract Compliance Officer
Firm: Date:

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract). Failure to submit all required information may lead to partial withholding of progress payment.

<table>
<thead>
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<th>Contract Number:</th>
<th>Contract Name:</th>
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<tbody>
<tr>
<td>Progress Payment No.:</td>
<td>Period Ending:</td>
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<tr>
<td>Amount Received:</td>
<td>Warrant/Check No.:</td>
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</table>

☐ Check box and sign below if there is no sub payment for this reporting period.

<table>
<thead>
<tr>
<th>Subconsultant/Vendor Name</th>
<th>Business Address</th>
<th>Amount Paid</th>
<th>Payment Date</th>
<th>Check Number</th>
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I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

---

Owner/Authorized Representative (Signature)  Owner/Authorized Representative (Signature)
Name (Print)  Name (Print)
Title  Title
Firm Name  Firm Name
Telephone  Telephone
Date  Date
FORM 8: CMD EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee
COPY: CMD Contract Compliance Officer
FROM (Consultant): ___________________________ Date Transmitted: ___________________________

SECTION 1. Please check this box if there are no LBE subconsultants for this contract: ☐

Reporting Date: ___________________________ Contract Name: ___________________________
Name of LBE: ___________________________ Portion of Work (Trade): ___________________________
Original LBE Contract Amount: $ ___________________________
Change Orders, Amendments, Modifications: $ ___________________________
Final LBE Contract Amount: $ ___________________________
Amount of Progress Payments Paid to Date: $ ___________________________
Amount Owing including all Change Orders, Amendments and Modifications: $ ___________________________

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:
☐ I did NOT subcontract out ANY portion of our work to another subcontractor.
☐ I DID subcontract out our work to:

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SECTION 3.

To be signed by the LBE Subconsultant or vendor:
☐ I agree ☐ I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE’s responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature) ___________________________
Name and Title (Print) ___________________________
Firm Name ___________________________
Telephone ___________________________
Date ___________________________

07/10/2013
SECTION 4.

If this form is submitted without the LBE’s signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City’s final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone  Date
FORM 10: CMD CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: ________________________________

Original Contract Amount: ________________________________

Contract Amount as Modified to Date: ________________________________

Amount of Current Modification Request: ________________________________

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.

2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

3. A spreadsheet showing each firm’s participation for the overall contract, including each firm’s participation to date and proposed participation under the modification.

4. A brief description of the work to be performed under this amendment, modification, or change order.

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07/10/2013
Appendix D

Declaration and Certification Forms

1. Prime Consultant or Joint Venture Lead Partner (as applicable) must complete the following forms and submit on a separate sealed envelope.
   - Certification of Proposer Regarding Debarment and Suspension Form
   - Minimum Compensation Ordinance Declaration Form
   - Health Care Accountability Ordinance Declaration Form
   - First Source Hiring Agreement for Professional Services Form (see Appendix F)
   - Chapter 12B Compliance Certification Form (Note: Each JV firm, if applicable, must be 12B compliant)

2. All subconsultants must complete the following form and include in the same envelope as above:
   - Minimum Compensation Ordinance Declaration Form
   - Health Care Accountability Ordinance Declaration Form
   - Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension Form

3. Submit digital copies of above items as separate PDF files on a Compact Disc (CD).
CERTIFICATION OF PROPOSER REGARDING DEBARMENT AND SUSPENSION*

I, ________________________________, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;

2. have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and

4. have not within a 3-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

5. Where the Proposer is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Proposal. The Proposer declares the following exceptions to the above representations: (If there are exceptions to this Certification, insert the exceptions in the space provided below.)

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, Proposer shall indicate below to whom it applies, name of the government entity and dates of action:

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<th>Government Entity</th>
<th>Dates Inclusive</th>
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Proposer's Name

Name and Title of Signer

Proposer's Street Address

Proposer's City, State, ZIP

Signature of Proposer or Authorized Representative

Proposer's Telephone No.

Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

*Fulfills requirements of Title 49, CFR, Part 29
CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER REGARDING DEBARMENT AND SUSPENSION*

I, ____________________________, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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<th>Government Entity</th>
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Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, indicate below to whom it applies, name of the government entity and dates of action:

Proposer’s Name

Name and Title of Signer

Proposer’s Street Address

Proposer’s City, State, ZIP

Signature of Proposer or Authorized Representative

Proposer’s Telephone No.

Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

*Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more)
Minimum Compensation Ordinance (MCO) Declaration

What the Ordinance does. The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated (12 days per year or cash equivalent) and uncompensated time off (10 days per year). The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least $25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

Effect on City contracting. For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.

- If a contractor does not agree to provide the MCO’s minimum benefits, the City will award a contract to that contractor only if the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

What this form does. If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City’s contracting process.

If you cannot make this assurance now, please do not return this form.

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-6292.

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

__________________________________________  ____________________
Signature          Date

__________________________________________  ____________________
Print Name          City Vendor Number (if known)

__________________________________________  ____________________
Company Name        Phone    Federal Employer ID #
Health Care Accountability Ordinance (HCAO) Declaration

**What the Ordinance Requires.** The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

**Effect on City Contracting.** For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

**The Purpose of This Declaration.** By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

To obtain more information regarding the HCAO, visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-4791.

**Where to Send this Form.** Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

**Declaration**

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

______________________________
Signature

______________________________
Print Name

______________________________
Company Name

______________________________
City Vendor Number (if known)

______________________________
Phone

______________________________
Federal Employer ID #

City Hall, Room 430    1 Dr. Carlton B. Goodlett Place    San Francisco CA 94102-4685    Tel. (415) 554-6235    Fax (415) 554-6291
SECTION 00 45 70

CERTIFICATE OF BIDDER REGARDING
NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Bidder, by submitting the attached Bid Form, hereby acknowledges that Bidder has read and will comply with chapter 12B "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (please check the applicable box):

☐ COMPLIES: The San Francisco Contract Monitoring Division ("CMD") has certified that Bidder is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of Bid opening.

☐ COMPLIANCE PENDING: Bidder has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Bidder agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

☐ NON-COMPLIANCE: Bidder acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be the low Bidder, Bidder will submit Form CMD-12B-101 and all required documentation within 10 working days after the date of Bid opening. If the CMD determines that Bidder is non-compliant, Bidder's Bid shall be deemed non-responsive.

Note: The text chapter 12B of the San Francisco Administrative Code and Form CMD-12B-101 is available from the CMD, 30 Van Ness Avenue, Suite 200, San Francisco 94102, telephone (415) 581-2351 and posted on the Web at http://sfgsa.org/index.aspx?page=6058. Compliance with the requirements of Chapter 12B is a condition precedent to receiving a contract. Non-compliant Bidders are advised to submit Form CMD-12B-101 and accompanying documentation to the CMD at the earliest possible opportunity to avoid delays in obtaining certification with these requirements; waiting to file during the 10 day period after Bid opening could cause delays.

Note: The above Certification is part of the Bid. Signing the Bid Form shall also constitute signature of this Certification.

Bidder must submit this completed form with its Bid.

END OF SECTION
Appendix E

Standard Consultant Contract

(For Reference Only)

Proposers, if selected for contract negotiations, will be required to enter into such contract(s) substantially in the form of the City and County of San Francisco Standard Professional Services Agreement, as attached. There is no need to sign this document as part of your proposal; the signature process will occur after contract negotiations have concluded.

HOW TO RESPOND TO THIS ATTACHMENT

1. Proposers that do not submit proposed changes will be assumed to accept all of the City’s terms and conditions and shall submit a statement to that effect, in lieu of submitting proposed changes as part of the “Original” of your proposal (your proposal copies do need to include this statement).

2. Proposers wishing to negotiate modification of other terms and conditions must attach a copy of the City’s Agreement referring to the specific portion of the Agreement to be changed, and show proposed changes (deleted sections with a strikeover and added sections in boldface type.) The proposed changes need to be included in the “Original” of your proposal (your proposal copies do need to include this Attachment).

The City’s selection of any Proposer who proposes changes to the City’s Agreement terms shall not be deemed as acceptance of the Proposer’s proposed changes.

Failure to timely execute the contract(s), or to furnish any and all certificates, 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 applicable conflict of interest laws (§23 in Agreement), Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits (§34 in the Agreement), the Minimum Compensation Ordinance (§43 in the Agreement), the Health Care Accountability Ordinance (§44 in the Agreement), and the First Source Hiring Program (§45 in the Agreement), as set forth herein.
Agreement between the City and County of San Francisco and

[insert name of contractor]

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between: [insert name and address of contractor], hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

Recitals

WHEREAS, the [insert name of department] (“Department”) wishes to [insert short description of services required]; 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 represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action];

Now, THEREFORE, the parties agree as follows:

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

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.
2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, “Description of Services,” attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the [insert day] day of each month for work, as set forth in Section 4 of this Agreement, that the [insert title of department head], in his or her sole discretion, concludes has been performed as of the [insert day] day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no “.00”]. The breakdown of costs associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

   The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor’s failure to provide CMD Progress Payment Form is not explained to the Controller’s satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City’s payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. **Guaranteed Maximum Costs.** The City’s obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled “Notices to the Parties.”
8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Disallowance.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. **Taxes**

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

b. Contractor recognizes and understands that this Agreement may create a “possessor interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel 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. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. 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.

14. Independent Contractor; Payment of Taxes and Other Expenses
   a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.
b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City’s financial liability so that City’s total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. **Insurance**

a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than $1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit 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) Professional liability insurance, applicable to Contractor’s profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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. Regarding Workers’ Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days’ advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the “Notices to the Parties” section.

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

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the

16. Indemnification

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the
Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. **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 or limitation of any rights that City may have under applicable law.

18. **Liability of City.** CITY’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of [insert whole dollar amount in words and numbers -- no pennies and no “.00”] per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor’s failure to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. **Default; Remedies**

   a. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:
1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting False Claims; Monetary Penalties.
10. Taxes
15. Insurance
24. Proprietary or confidential information of City
30. Assignment
37. Drug-free workplace policy
53. Compliance with laws
55. Supervision of minors
57. Protection of private information

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property or (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. 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.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

3) Terminating all existing orders and subcontracts.

4) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor’s direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.
d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor’s final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City’s payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Submitting false claims</td>
</tr>
<tr>
<td>9</td>
<td>Disallowance</td>
</tr>
<tr>
<td>10</td>
<td>Taxes</td>
</tr>
<tr>
<td>11</td>
<td>Payment does not imply acceptance of work</td>
</tr>
<tr>
<td>13</td>
<td>Responsibility for equipment</td>
</tr>
<tr>
<td>14</td>
<td>Independent Contractor; Payment of Taxes and Other Expenses</td>
</tr>
<tr>
<td>15</td>
<td>Insurance</td>
</tr>
<tr>
<td>16</td>
<td>Indemnification</td>
</tr>
<tr>
<td>17</td>
<td>Incidental and Consequential Damages</td>
</tr>
<tr>
<td>18</td>
<td>Liability of City</td>
</tr>
<tr>
<td>24</td>
<td>Proprietary or confidential information of City</td>
</tr>
<tr>
<td>26</td>
<td>Ownership of Results</td>
</tr>
<tr>
<td>27</td>
<td>Works for Hire</td>
</tr>
<tr>
<td>28</td>
<td>Audit and Inspection of Records</td>
</tr>
<tr>
<td>48</td>
<td>Modification of Agreement.</td>
</tr>
<tr>
<td>49</td>
<td>Administrative Remedy for Agreement Interpretation.</td>
</tr>
<tr>
<td>50</td>
<td>Agreement Made in California; Venue</td>
</tr>
<tr>
<td>51</td>
<td>Construction</td>
</tr>
<tr>
<td>52</td>
<td>Entire Agreement</td>
</tr>
<tr>
<td>56</td>
<td>Severability</td>
</tr>
<tr>
<td>57</td>
<td>Protection of private information</td>
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Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.
23. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. **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 which 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.

25. **Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

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

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

   Any notice of default must be sent by registered mail.

26. **Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. **Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.
28. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. **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.

30. **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.

31. **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.

32. **Earned Income Credit (EIC) Forms.** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor’s Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.
33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor’s obligations or liabilities, or materially diminish Contractor’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor’s obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

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

2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is [insert number] %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.
3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor’s obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor’s obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. **Nondiscrimination; Penalties**

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San
Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly ‘Human Rights Commission’).

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

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

36. **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

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

38. **Resource Conservation.** Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. **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.

40. **Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations 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.

41. **Public Access to Meetings and Records.** If the Contractor 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 San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees

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

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor’s obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor’s job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor’s commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor’s noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement
for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

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

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor’s failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City’s written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City’s Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO
and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors’ compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor’s failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor’s noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor’s job sites and have access to Contractor’s employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor’s aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program


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

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

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

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

48. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. **Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, “Modification of Agreement.”

53. **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.

54. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for
services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. **Supervision of Minors.** Left blank by agreement of the parties. (Supervision of minors)

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

57. **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.

58. **Not Used.**

59. **Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor’s failure to comply with this provision.

60. **Slavery Era Disclosure.** Left blank by agreement of the parties (Slavery era disclosure)

61. **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 hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

___________________________________
[name]
[title]
[department]

CONTRACTOR

[company name]

By:  ________________________________
[name of Deputy City Attorney]
Deputy City Attorney

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

_____________________________________
[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Jaci Fong
Director of the Office of Contract Administration, and Purchaser

City vendor number: [vendor number]

Approved:

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges
Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

List sites/other places the services will take place.

2. Reports

Contractor shall submit written reports as requested by the [insert name of department]. Format for the content of such reports shall be determined by the [insert name of department]. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor’s liaison with the [insert name of department] will be [insert name of contact person in department].
Appendix B
Calculation of Charges

List, as applicable:

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor’s equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.
Appendix F

First Source Hiring Agreement for Professional Services
FIRST SOURCE HIRING AGREEMENT
FOR PROFESSIONAL SERVICES

City Agency: ___________  Contract Number and Name: ___________________________

Contractor Name: ___________  Main Contact: ___________________________

Phone: ___________________________  Email: ___________________________

Signature of Authorized Representative*  Name of Authorized Representative  Date

*By signing the First Source Hiring Agreement, the Contractor agrees to participate and comply with the provisions of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83

Instructions:

- All proposers must complete, sign and submit a First Source Hiring Agreement with the Proposal. All Proposals without a completed and signed First Source Hiring Agreement will be rejected.

- In Section 2, list the number of available Entry Level Positions for the Prime Contractor and all subcontractors. The Contractor shall make good faith efforts to hire Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions.

- Reference specification section, First Source Hiring Program for workforce obligations. Questions and assistance, please contact Ian Fernando: Email: ian.fernando@sfgov.org  Tel: (415)701-4852

Section 1: Select all that apply

- Administrative Services
- Financial Services
- Mechanical/Electrical Engineering
- Architecture
- Geotechnical Engineering
- Property Management
- Asbestos and Lead
- Green Building Consulting
- Real Estate Services
- As-Needed
- Health/Medical Services
- Sediment Analysis
- Civil/Structural/Hydraulic Engineering
- IT/Technical Services
- Special Inspection and Testing
- Construction Management
- Landscape Architecture
- Surveying
- Design Services
- Will require an office or trailer near the project site
- Environmental Services
- I don’t see my services (please describe) ____________________________

Section 2: List all available Entry Level Positions

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