

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**BUILDING DESIGN AND CONSTRUCTION DIVISION  
DEPARTMENT OF PUBLIC WORKS  
CITY & COUNTY OF SAN FRANCISCO**



**REQUEST FOR PROPOSALS**

**FOR**

**ENVIRONMENTAL REVIEW SERVICES  
IN ACCORDANCE WITH  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**FOR**

**SAN FRANCISCO – REHABILITATION AND DETENTION FACILITY PROJECT  
MARCH 4, 2014**

The Department of Public Works encourages responses from certified local business enterprises (LBE), and encourages Proposals involving information of associations including certified LBEs as prime or joint venture consultants.

This contracting opportunity includes a 20% San Francisco Contract Monitoring Division (CMD) LBE subconsulting goal. Note: If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% (i.e. 27% for this project) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. For the purposes of the LBE subconsulting requirements, "LBE" refers to small and micro-LBEs only.

**Attendance at the Pre-Proposals Conference is highly encouraged and is one of the Good Faith Outreach Efforts steps. Refer to Form 2B, CMD Attachment 2 for more requirements.**

This RFP is available at no charge.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**TABLE OF CONTENTS**

**WEBSITES AND CONTACT INFORMATION..... 4**

**ABBREVIATIONS..... 5**

**ANNOUNCEMENT ..... 6**

**SECTION 1 INTRODUCTION..... 8**

**SECTION 2 TENTATIVE RFP SCHEDULE ..... 9**

**SECTION 3 PROPOSED PROJECT ..... 10**

**SECTION 4 TENTATIVE PROJECT MILESTONES ..... 14**

**SECTION 5 SCOPE OF SERVICES..... 15**

**SECTION 6 PRE-PROPOSALS CONFERENCE ..... 20**

**SECTION 7 SELECTION PROCESS..... 21**

**SECTION 8 FORMAT OF PROPOSALS ..... 24**

**SECTION 9 SUBMITTAL REQUIREMENTS..... 30**

**SECTION 10 CITY RIGHTS AND OPTIONS ..... 32**

**SECTION 11 CITY TERMS AND CONDITIONS ..... 34**

**SECTION 12 FINANCIAL RESPONSIBILITY ..... 46**

**SECTION 13 INTERPRETATIONS AND ADDENDA ..... 46**

**SECTION 14 ERRORS AND OMISSIONS IN RFP..... 46**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**APPENDIX A** CONTRACT MONITORING DIVISION CMD ATTACHMENT 2..... **A-1**

**APPENDIX B** CALCULATION OF CHARGES ..... **B-1**

**APPENDIX C** S. F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM (CMD-12B-101)..... **C-1**

**APPENDIX D** MINIMUM COMPENSATION ORDINANCE (MCO) DECLARATION FORM..... **D-1**

**APPENDIX E** HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO) DECLARATION FORM ..... **E-1**

**APPENDIX F** CONSULTANT / SUBCONSULTANT INFORMATION..... **F-1**

**APPENDIX G** CITY BUILD/FIRST SOURCE HIRING PROGRAM CERTIFICATION..... **G-1**

**APPENDIX H** CERTIFICATION OF PROPOSER REGARDING DEBARMENT & SUSPENSION..... **H-1**

**APPENDIX I** ONLINE SECURITY AGREEMENT AND REQUEST ..... **I-1**

**APPENDIX J** REQUEST FOR USER ID & ACCESS..... **J-1**

**APPENDIX K** PROPOSALS EVALUATION CRITERIA AND ORAL INTERVIEW EVALUATION FORM ..... **K-1**

**APPENDIX L** SAMPLE AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO ..... **L-1**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**WEBSITES AND CONTACT INFORMATION**

Website or Email Address	Department	Contact No.	Comments
<a href="https://stgint.sfdpw.org/professional/Pages/default.aspx">https://stgint.sfdpw.org/professional/Pages/default.aspx</a>	CCSF	-	RFP/RFQ Database
<a href="mailto:Jumoke.Akin-Taylor@sfdpw.org">Jumoke.Akin-Taylor@sfdpw.org</a>	DPW	(T) 415-557-4751	RFP Project Manager
<a href="mailto:Selormey.Dzikunu@sfdpw.org">Selormey.Dzikunu@sfdpw.org</a>	CMD – Selormey Dzikunu	(T) 558-4059	CMD Contract Compliance Officer
<a href="mailto:ContractAdmin.staff@sfdpw.org">ContractAdmin.staff@sfdpw.org</a>	DPW – Stacey Camillo	(T) 415-554-6229 (Direct) 415-554-4886	DPW/OFFMA Contract Administration
<a href="mailto:Elizabeth.Fitzgerald@sfgov.org">Elizabeth.Fitzgerald@sfgov.org</a>	Department of Administrative Services	(T) 415-554-6278 (F) 415-554-6168	Risk Management Program Contact
<a href="http://www.SFGOV.ORG/CMD">www.SFGOV.ORG/CMD</a>	CMD	(T) 415-581-2310	Home Page
<a href="http://www.sfgsa.org/index.aspx?page=6070">http://www.sfgsa.org/index.aspx?page=6070</a>	CMD	-	List of Certified LBEs Click on “Option A” and check off “LBE & NPE Certified Firms”
<a href="http://www.sfgsa.org/index.aspx?page=6127">http://www.sfgsa.org/index.aspx?page=6127</a>	CMD	-	Equal Benefits Compliance Forms
<a href="http://www.sfgsa.org/index.aspx?page=6062">http://www.sfgsa.org/index.aspx?page=6062</a>	CMD	(T) 415-581-2310	Equal Benefits Resource
<a href="http://sfgsa.org/index.aspx?page=359">http://sfgsa.org/index.aspx?page=359</a>	CCSF	-	Purchasing Department Forms Center
<a href="http://www.dir.ca.gov/DLSR/pwd/">www.dir.ca.gov/DLSR/pwd/</a>	CCSF	-	Department of Industrial Relations
<a href="http://www.sftreasurer.org/">http://www.sftreasurer.org/</a>	CCSF	(T) 415-554-4426	Tax Collector
<a href="http://sfgsa.org/index.aspx?page=403">http://sfgsa.org/index.aspx?page=403</a> Office of Labor Standards Enforcement	CCSF	(T) 415-554-6269	Minimum Compensation Ordinance
<a href="http://www.sfgsa.org/index.aspx?page=407">http://www.sfgsa.org/index.aspx?page=407</a> Office of Labor Standards Enforcement	CCSF	(T) 415-554-6292	Health Care Accountability Ordinance
<a href="http://www.workforcedevelopmentsf.org/businessservices/">http://www.workforcedevelopmentsf.org/businessservices/</a>  <a href="mailto:Lillie.Ellison@sfgov.org">Lillie.Ellison@sfgov.org</a>	OEWD	(T) 415-701-4852	First Source Hiring Program Contact: Lillie Ellison
<a href="http://www.sfethics.org/">http://www.sfethics.org/</a>	CCSF	(T) 415-581-2300	San Francisco Ethics Commission

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**ABBREVIATIONS**

EA	Environmental Assessment
ECP	Environmental Consultant Pool
BOS	Board of Supervisors
BDC	Building Design and Construction Division, Department of Public Works
CCSF	City and County of San Francisco
CE	Categorical Exclusion
CEQA	California Environmental Quality Act
CMD	Contract Monitoring Division (formerly part of the San Francisco Human Rights Commission)
CM/GC	Construction Manager/General Consultant
DEIR	Draft Environmental Impact Report
DPW	Department of Public Works
DWG	Directors Working Group
EIR	Environmental Impact Report
EP	Planning Department, Environmental Planning Division
FEIR	Final Environmental Impact Report
IPD	Integrated Project Delivery
HCAO	Health Care Accountability Ordinance
HPC	Historic Preservation Commission
IS	Initial Study
LBE	Local Business Enterprise
MCO	Minimum Compensation Ordinance
MND	Mitigated Negative Declaration
NOD	Notice of Determination
NOMA	North of Market
OEWD	Office of Economic and Workforce Development
OFFMA	Office of Financial Management and Administration
PDEIR	Preliminary Draft Environmental Impact Report
RDF	Rehabilitation and Detention Facility
RFP	Request for Proposals
RFQ	Request for Qualifications
SFCTA	San Francisco County Transportation Authority
SFEC	San Francisco Ethics Commission
SOMA	South of Market
SFMTA	San Francisco Municipal Transportation Agency
SFPUC	San Francisco Public Utilities Commission
T	Telephone

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**ANNOUNCEMENT**

The City and County of San Francisco (CCSF) Department of Public Works (DPW) announces a Request for Proposals (RFP) from qualified firms listed in the Planning Department's Environmental Consultant Pool (ECP) to provide environmental review services in conformance with provisions of the California Environmental Quality Act (CEQA) and Chapter 31 of the San Francisco Administrative Code pertaining to the preparation and processing of an environmental evaluation for the proposed Rehabilitation and Detention Facility (RDF) Project.

The RDF project aims to replace County Jails #3 and #4 (828 beds), currently located on the 6th and 7th floors at the Hall of Justice (HOJ) building at 850 Bryant Street, by constructing a new multi-story facility (640 beds) within the existing HOJ site or an adjacent site.

**Only those pre-Qualified firms who responded to the Planning Department's Request for Qualifications (RFQ) for As-Needed Consultant Services issued on July 23, 2012 and successfully placed on the ECP (listed here: <http://www.sf-planning.org/index.aspx?page=3458>) are eligible to respond to this RFP.**

Consultants shall submit six (6) bound copies of their Proposals as specified in the RFP package **by no later than 2:00PM Friday, March 21, 2014**. Additionally, Consultants shall submit one (1) CD with the same information in .pdf file format. Determination of time will be made by <http://www.time.gov/>. **Late submissions will not be considered.** Submit Proposals to the attention of Jumoke Akin-Taylor, Project Manager, 30 Van Ness Avenue, 4<sup>th</sup> Floor, San Francisco, CA 94102. Digital files of the RFP Package may be downloaded at no cost at: [www.sfdpw.org/biddocs](http://www.sfdpw.org/biddocs). Notices regarding Addenda and other proposal changes will be distributed by email to Plan Holders. Please visit DPW's Contracts, Bid Opportunities and Payments webpage at: [www.sfdpw.org](http://www.sfdpw.org) for more information.

A Pre-Proposals Conference for candidate firms will be held on **March 10, 2014 at 2:00 PM at 30 Van Ness Avenue, 4<sup>th</sup> Floor Main Conference Room, San Francisco, CA, 94102.** At the conference, City staff will discuss the RFP and Local Business Enterprise (LBE) requirements.

Rating bonuses will be applied per San Francisco Administrative Code Chapter 14B. Certified LBE firms are encouraged to submit proposals. The sub-consulting goal is **20%**. Call Selormey Dzikunu at 415-558-4059 for details. In accordance with Chapter 14B requirements, all Proposers, except those who meet the exception noted below, shall submit documented good faith efforts with their proposals and must achieve 80 out of 100 points to be deemed responsive. Proposers will receive 15 points for attending the Pre-Proposals Conference. Refer to CMD Form 2B for more details. Exception: Proposers who demonstrate that their total LBE participation exceeds the above subcontracting goal by 35% will not be required to meet the good faith efforts requirements.

The selection process will be based on evaluations of written submittals and oral interviews of short-listed firms. The City will negotiate an agreement with the highest-ranking firm based on a City-determined scope of work and a fee schedule acceptable to the City, as described in the RFP.

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-Proposals Conference may be answered orally. Responses to questions that arise at the Pre-Proposals Conference as well as questions received via email by the final date to submit questions **Friday, March 14, 2014** will also be answered and incorporated in a written addendum to this RFP.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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Further information may be obtained by calling Jumoke Akin-Taylor at (415) 557-4751 or via e-mail at [Jumoke.Akin-Taylor@sfdpw.org](mailto:Jumoke.Akin-Taylor@sfdpw.org).

In accordance with San Francisco Administrative Code Chapter 6, no Proposal is accepted and no contract in excess of \$400,000 is awarded by the City and County of San Francisco until such time as (a) the Mayor or the Mayor's designee approves the contract for award and (b) the Director of Public Works then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**SECTION 1  
INTRODUCTION**

This Request for Proposals (RFP) seeks qualified teams of environmental planners (“Consulting Teams”), led by a “Prime Consultant” to provide all services required to perform environmental studies for the Rehabilitation and Detention Facility (RDF) project. As part of its responsibilities, DPW is issuing this RFP to secure a contract with an Environmental Review Consultant to prepare CEQA review documents as described in this RFP. The substantive review and direction for complying with CEQA requirements and will be administered by the San Francisco Planning Department’s EP Division for CEQA compliance. EP will provide direction to DPW as required to support EP’s management of the work performed by the selected Consultant to ensure a consistent understanding of the scope and schedule for preparing the CEQA documents and technical reports.

The selected Consultant will consist of a Prime Consultant and specialty subconsultants to accomplish the scope of work. The CCSF DPW – Building Design & Construction Division (BDC) will administer this contract. During the various phases of the project, the selected Consultant will work and coordinate work with teams of planners, design build team, and other specialty consultants and City staff. The City will require the selected Consultant to work at the direction of EP to ensure compliance with all requirements under CEQA. It is anticipated that the RDF project will receive environmental clearance by late 2015 (see Section 4.0 for tentative project milestones).

Award of contract neither guarantees that the selected Proposer will perform all or a portion of the services described in this RFP, nor does it guarantee that the entire amount of the award will be expended. The total contract amount may not exceed \$500,000, and does not represent a guaranteed revenue source for the successful Consultant. At any time during the contract negotiation and/or during the terms of the contract, the City reserves the right to commence, terminate, reduce, or extend the Consultant’s scope of services.



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 2  
TENTATIVE RFP SCHEDULE**

The following schedule is anticipated for the entire RFP process of advertisement and selection. Changes to the Pre-Proposals Conference or Submittal Deadline dates will be issued in writing to all registered RFP holders via Addendum.

These dates are not binding and may change depending on the number of proposals received, staff availability for oral interviews, and other intervening events.

Solicit proposals from Environmental Consultant Pool	Tuesday	March 4, 2014
<b>Pre-Proposal Conference</b>	<b>Monday</b>	<b>March 10, 2014 2:00pm</b>
Last day to submit questions	Friday	March 14, 2014
<b>Proposals due no later than 2:00 PM PDT</b>	<b>Friday</b>	<b>March 21, 2014</b>
Proposals reviewed and scored	Monday – Tuesday	March 24 – April 1, 2014
Notify qualified consultants of oral interviews	Wednesday	April 2, 2014
<b>Oral interviews</b>	<b>Wednesday</b>	<b>April 9, 2014</b>
Notify successful consultant		week of April 14, 2014
Begin contract negotiations		week of April 14, 2014

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**SECTION 3  
PROPOSED PROJECT**

**Project Purpose and Background**

The Rehabilitation and Detention Facility (RDF) project aims to replace County Jails #3 and #4 (828 beds), currently located on the 6<sup>th</sup> and 7<sup>th</sup> floors at the Hall of Justice (HOJ) building at 850 Bryant Street, by constructing a new multi-story facility (640 beds) within the existing HOJ site or an adjacent site.

The project seeks to address the physical deficiencies of the HOJ including non-compliance with current codes and seismic inadequacy. Seismic studies prepared in 1992 and 2012 concluded the HOJ building has serious seismic deficiencies and rated the facility Seismic Hazard Rating (SHR) 3. A rating of SHR 3 indicates that in the event of a major earthquake, the HOJ can be expected to suffer significant damage; however, collapse of the building is unlikely. Though, the expected structural and non-structural damage would be very severe and pose appreciable life hazards to occupants. The county jails located on the top two floors of the HOJ may not be able to safely operate after a major earthquake. The building is likely to have to be vacated during repairs, or may not be repairable. As described in further detail in the following section, one of the options will involve building a replacement jail on the West Wing of the existing HOJ and therefore would only respond to the physical deficiencies of that portion of the HOJ at this time.

Additionally, the project seeks to address the functional deficiencies of the existing HOJ building. Currently, the existing facilities are not adequate to support a full range of services and programs for inmates. Replacing the HOJ building with a new multi-story RDF will provide ample and appropriate space for various activities and programs.

**Project Description**

There are currently two potential options to replace CJ #3 and #4. Option A involves building the replacement jail on an adjacent site to (immediately east of) the existing HOJ building, which is bounded by 6<sup>th</sup> Street, Bryant Street, Ahern Way, and Harriet Street. Option B involves building the replacement jail on the West Wing of the existing HOJ. Both options require demolition of existing buildings, with Option A also requiring land acquisitions and Option B requiring use of an interim jail..

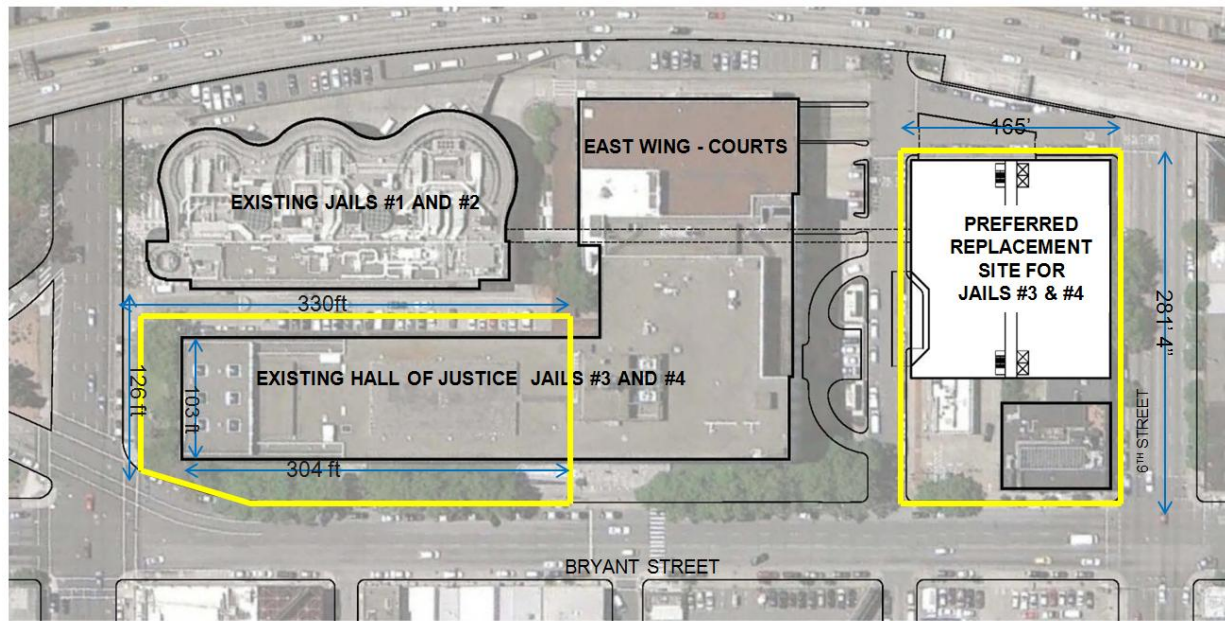
Site Conditions

	Option A – Harriet Street Site	Option B – HOJ West Wing Site
Street Address of Project	444, 450, 464, 470, 480, 482, 484, 486, 498 - 6th Street; 265 Harriet Street; 800, 802, 804, 814, 820 - Bryant Street	850 Bryant Street
Zip Code	94103	94103
Cross Streets	Bounded by 6th Street, Bryant Street, Ahern Way, Harriet Street	Bryant Street and 7 <sup>th</sup> Street
Assessor's Block	3759	3759
Assessor's Lots	009, 010, 011, 012, 014, 043, 045	042
Height/bulk	30-X	105-J
Zoning	SALI-Service/Arts/Light/Industrial	P-Public
Lot Dimensions and Area (Sq. Ft.)	165' x 281.25' = 46,406.25 SF	629.07' x 345.07' x 509.33' x 269.43' ≈ 156,491.64 SF
Area Plan	South of Market Area Plan	South of Market Area Plan
Underground Storage Tanks	800 Bryant Street – Closed since 11/17/97	850 Bryant Street – Closed since 08/02/2005

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

The project sites are adjacent to the HOJ and are surrounded by a substantial variety of mixed land uses which are contained in an array of one to three-story buildings as well as the 7-story HOJ building and 5-story Sheriff's Facility at 425 7<sup>th</sup> Street. These structures are widely divergent in their size, age, architectural style, and construction type, and include public facilities, fast-food restaurants, apartments, offices, and other commercial businesses. See Figure 1 for Project Site. Each option is described further in the following sections.

Figure 1: Project Site



HOJ West Wing = 219,184 Sq.ft to be demolished (7 floors)  
Proposed Building foot print = 103' x 304'  
Site area = 330'x126'

Preferred site – 52,603 sq.ft to be demolished.  
(Buildings & surface parking)

***Option A – Harriet Street Site***

This option aims to purchase and assemble the 7 parcels within Block 3759, and reclassify the block's zone and height/bulk to be consistent with the HOJ building at 850 Bryant Street (P-Public and 105-J, respectively). The project will initially construct a multi-story RDF with 640 beds on approximately 67 percent of the block. The City may elect to construct a subsequent phase, date TBD, on the remaining 33 percent of the block, to house additional Sheriff's Department rehabilitation and detention activities or other activities which may include, but are not limited to, offices of the Adult Probation Department, District Attorney, Police Department, or Sheriff's Department and justice-related social services agencies.

The project would involve phased demolition of the existing buildings located on the project site and right-of-way vacations or closures of Harriet Street and Ahern Way. The project would connect to the existing County Jails #3 and #4 and the HOJ courts by ways of a new secure basement level connection beneath Harriet Street. This connection may require sewer relocation depending on the existing sewer lines and the proposed path. This connection will also require renovations to the HOJ basement in order to create a fully functional RDF. The HOJ basement renovation will include, but is not limited to, a new access lobby to HOJ, updated electronic security equipment, and lighting improvements.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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***Option B – HOJ West Wing***

This option involves creating a site for a replacement jail by demolishing the West Wing of the existing HOJ, and therefore would not require any land acquisitions. The demolition process will also require building an exterior wall for the East Wing. Like Option A, Option B will also include a basement level connection to the Courts for transportation of inmates. Before the West Wing can be demolished, the Police Department, District Attorney, and Adult Probation Offices will need to be relocated on new site(s) within proximity of the HOJ. Some modifications would be required in the east wing to relocate the few court spaces currently housed in the West Wing, and to maintain existing building systems. Additionally, this alternative would require relocating inmates from the existing CJ#3 and #4 and temporarily housing them in an interim jail. One option for the interim jail is utilizing CJ#6, which is located in San Bruno and currently not housing any inmates. If CJ#6 is selected as the site for the interim jail in this option, renovations may be required to upgrade the facility from minimum-security standards to maximum-security standards to match the existing inmate population and ensure staff, inmate, and visitor safety.

Both Options A and B will also require remodeling the second floor of the Sheriff's Facility located at 425 7<sup>th</sup> Street. The existing institutional kitchen and laundry (about 2,000 GSF) will become offices and storage space for the Sheriff's Bureau of Building Services.

**Building Program**

Multiple building layouts and programs are under consideration for Option A, and currently, the City's preferred design option is a 5-story facility (2 stories have mezzanines and a basement), with approximately 200,000 GSF and 85' in height. During the design phase, the preliminary program may need to be modified, which could result in a facility having one additional story for a total height of 105'. No building test fits have been performed for Option B; however, Option B will also require an RDF with approximately 200,000 GSF. The exact height for the facility in Option B is yet to be determined, but the maximum height is not to exceed the existing HOJ West Wing's maximum height of 128'.

The following is a list of major functions located in the RDF in both Option A and B:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li><u>Inmate Areas</u><ul style="list-style-type: none"><li>○ Standard Housing</li><li>○ Special Housing</li></ul></li><li>• <u>Support</u><ul style="list-style-type: none"><li>○ Operations administration and control</li><li>○ Medical and mental health</li><li>○ Kitchen</li><li>○ Laundry</li><li>○ Building services</li><li>○ General storage</li></ul></li></ul> | <ul style="list-style-type: none"><li>• <u>Public Oriented Functions</u><ul style="list-style-type: none"><li>○ Public lobby</li><li>○ A multipurpose room for public use</li><li>○ Visiting areas</li><li>○ Central records and warrants</li></ul></li><li>• <u>Inmates Processing and Services</u><ul style="list-style-type: none"><li>○ Holding and transport</li><li>○ Central programs</li></ul></li></ul> |
|---|--|

Actual square footages of these areas will be determined at a later date. Subsequent phases of the project may include build-out of the block consistent with the P-Public zone and a height/bulk of 105-J.

Additional details regarding the building program can be found in the *San Francisco Hall of Justice Replacement Jail Study* (September 2013) which may be downloaded at no additional cost from the

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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[www.sfdpw.org/biddocs](http://www.sfdpw.org/biddocs) website. This study is NOT released for general distribution, and is provided only as part of this RFP for Environmental Review Services, for the purpose of providing Candidate firms' preliminary scope and background information of the project to aide in planning a response to the RFP.

The information contained in the study reflects the preliminary planning scenarios under consideration at the time of the study and does not definitively delineate the current scope of the HOJ Replacement Jail project. The current scope of the HOJ Replacement Jail project is described in the RFP.

General distribution or uses of this study for purposes other than those stated above are prohibited.

**Cumulative Development Context:**

The RDF project site includes a variety of uses and the scope of the environmental analysis will have to include analyses of the RDF project improvements within a larger cumulative impact context. The Consultant will be required to perform research and analysis to account for development and land uses in the broader area and ensure that all present and reasonably foreseeable projects (including projects that have been approved but not yet constructed) and their impacts are included.

There are a number of parallel planning and implementation efforts that pertain to the RDF project. In order to ensure the RDF project site is studied in full context of other synchronous projects, the Consultant will coordinate with staff working on the South of Market (SoMa) Area Plan. Additionally, the Consultant shall review the Justice Facilities Improvement Program (JFIP), which will replace the Hall of Justice (HOJ). Over a period of 15-20 years, JFIP will relocate the various justice agency functions housed at the HOJ to achieve a phased replacement of the HOJ. The Office of the Chief Medical Examiner (OCME) will be relocated to a new facility in the India Basin Industrial park. The SFPD Traffic Company (TC) and SFPD Forensic Services Division (FSD) will be relocated to Mission Bay.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**SECTION 4  
TENTATIVE PROJECT MILESTONES**

Task	2013				2014				2015				2016				2017				2018				2019			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
HOJ Replacement Jail - GF Debt - Design Build																												
Hire Consultants; A/E Design Criteria; CM Services																												
Hire Consultants; Complete CEQA Clearance																												
BOS approve Gen. Fund Debt																												
Hire DB Team; DB A/E Services																												
DB Precon. Services; DB Trade Pkgs																												
DB Construction & Commissioning - 30 Mos.																												
Move-in																												

**Important Milestones**

- Obtain BOS approval of fiscal feasibility February 2014
- Commence environmental review April/May 2014
- Complete environmental review November 2015
- Obtain BOS approval of COP funding for program December 2015
- Obtain BOS approval of land acquisition February 2016

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**SECTION 5  
SCOPE OF SERVICES**

**General**

The San Francisco Planning Department EP Division, will determine the required scope and details for preparing the CEQA documents. Consultants may be required to perform studies and investigations. These professional services shall be provided either by direct assignment of the Consultant's personnel or through subconsultants listed as a part of the consultant team.

The selected Environmental Review Consultant will consist of a Prime Consultant and specialty subconsultants. The Prime Consultant shall retain full responsibility for coordinating subconsultants' activities and providing quality control and quality assurance of their work.

The Consultant shall be qualified to provide the range of anticipated services described below for a complex project intended for public use as described in Section 3.0 – Proposed Project.

The Consultant will meet with designated representatives of DPW and EP to review any special project needs or requirements. The Consultant will develop a draft scope of work (including tasks and deliverables), project schedule, and budget for review by DPW and EP. The Consultant will refine the scope of work, schedule and budget in response to input.

Notwithstanding this enumeration of services, the City does not guarantee any minimum scope, and may at its discretion, add or subtract scope during contract negotiation and re-assign scope of work to or from qualified City staff as City work load changes.

**Scope of Work**

The following scope of work is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete work required under this solicitation. Due to the varying specialty areas associated with this RFP, interested consultants are strongly encouraged to assemble teams with expertise in disciplines that can be expected of a complex project and be able to meet the City's anticipated environmental service needs.

The selected Consultant may be required to perform studies and investigations, write reports, and perform field inspections for various types of regulatory, environmental, and planning issues.

a) Project Planning Services – Summary

The Consultant will be required to assemble project and planning information into one or more comprehensive reports. These technical reports will respond to CEQA matters. In compiling information, the Consultant may be required to issue requests for and/or perform field surveys, secure information on utility locations and specifications, and identify and summarize other sources of information about the site, which may already exist.

The Consultant must be available to meet with City staff, the public, and other interested parties in order to understand the nature of the proposed project and to obtain the necessary background to develop appropriate environmental documents.

The Consultant must be able to collect information from other local, state, and federal agencies which have surveys or reports about a site's previous or current uses, facilities, or characteristics,

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

and produce summary reports including but not limited to ASTM-Standard Phase I survey reports.

The Consultant will provide day-to-day and overall project management including, but not limited to, attending regularly-scheduled project meetings, attending public meetings, and producing and updating project schedule.

The Consultant will prepare all required notices such as Notice of Preparation or Notice of Availability for a CEQA document for circulation of CEQA documents for public review.

The Consultant will respond to comments received during internal and public review periods into the project or environmental assessment.

The Consultant will present CEQA document findings of to the Planning Commission and responding to comments. The Consultant will prepare CEQA documents for publication.

The Consultant will be responsible for the Administrative Record, including tracking meetings, comments, and hearings for the project.

In the event that the project is appealed, the Consultant will prepare the appeal response and attend the appeal hearing.

b) Preliminary Project Assessment (PPA) Review

A PPA application for this project was submitted to the Planning Department on January 31, 2014. The Consultant shall review this submittal, and the forthcoming response letter from City Planning. This response letter will provide guidance on the appropriate technical studies required for the CEQA document.

c) Planning-Related Reports and Technical Studies

Local, regional, state, and federal statutory and political constraints are imposed on City projects. The Consultant will be required to identify relevant project planning issues and constraints as soon as possible in order to define a project's statutory framework and boundaries. The following are typical subjects of planning-related reports and technical studies to be supplied under this contract:

- *Priority Policies/ Land use / Zoning* – The Consultant must be qualified to perform land use inventories including identifying the height/bulk and land use designations of the site and surrounding areas. Such inventories would typically include the principal, temporary, accessory, non-conforming and prohibited uses for the site and adjacent areas to assure that the project's land use and configuration are compatible with those of surrounding areas.
- *Reviews and Permits* – The Consultant must be qualified to identify and address San Francisco Planning Code issues, as well as regulations of other agencies which have jurisdictions overlapping with or adjacent to the City's own regulatory sphere.

Typical issues to be identified and addressed under this contract would include land use, open space, air and water quality, biology and natural resources, transportation-related issues (including highways, transit, traffic, bicycle, pedestrian and parking), noise, views, urban design, commercial development, public access, historic/environmental preservation, hazardous materials, and historic and cultural resources.

- *Air* – The Consultant must be qualified to conduct air studies determine the potential impacts of project construction and operation on the quality of these resources.



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

- *Biology* – The Consultant must be qualified to evaluate habitats which contain one or more for notable plants and/or animals or contain rare or endangered species, as well as prepare biological assessments and qualified opinions to determine the potential impacts of project construction and operation on the quality of those resources.
- *Noise / Vibration* – The Consultant must also be qualified to conduct wind, noise and vibration studies analysis prior to and during project activities. Noise and Vibration studies and monitoring will be an important task for this RFP.
- *Greenhouse gas emissions analysis*, including analysis to confirm that the project will be consistent with the City’s Strategies to Address Greenhouse Gas Emissions.
- *Hazardous Materials* – The Consultant must be qualified to perform research to determine the presence of hazardous materials within the project site.
- *Historic / Cultural / Archaeological resources* – In assessing historic and cultural resources, the Consultant would typically be required to produce inventories of architectural and historic resources. The Consultant should refer to the Historic Preservation’s methodology outlined in the Planning Department’s *Preservation Bulletin No. 16*.

In assessing archaeological resources, the Consultant would typically include studies to determine the location, scope, and value of the artifacts. Assessments of historic and cultural resources would also typically include a study determining the architectural or historic significance of any structures proposed by the project sponsors to be demolished, altered, or moved. In preparing historic land use surveys or historic resource evaluation reports, the Consultant must be qualified to recommend mitigation measures or alternatives to any proposed excavation or disturbance of historic resources.

- *Urban Design / Visual Quality* – The Consultant must be qualified to provide surveys of urban design and visual quality. Such surveys would typically determine the aesthetic character of a project’s setting, and include the identification of any visual assets or visual liabilities--like obstructed sightlines or unpleasant views.
- *Shadow and wind analysis*, including peer review of the shadow and wind analysis conducted by the Planning Department Citywide Division as part of the planning process.
- *Transportation* – The Consultant must be qualified to provide inventories of built environments and assess how people move through them. A typical service would be a traffic/transportation impact study, which would include: circulation patterns, street closures, traffic volumes, and transportation networks and capacities of the immediate project site. The Consultant should refer to EP’s methodology outlined in the Planning Department’s *Transportation Impact Analysis Guidelines for Environmental Review*.
- *Water* – The Consultant must be qualified to conduct water studies to determine the potential impacts of project construction and operation on the quality of those resources.
- *Alternative Analysis* – The consultant will be required to perform CEQA analysis of alternatives. This will also include providing documentation to identify preferred alternative.

d) Environmental Compliance Monitoring

As project work moves from the planning stage into the execution stage, the Consultant must be qualified to perform quantitative and qualitative evaluations and reports of the construction

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

project to ensure compliance with mitigation measures contained in environmental documents and conditions of approval contained in regulatory permits. Additionally, the CEQA document must address mitigation measures that may be required to avoid and/or minimize adverse effects and documents compliance, to the extent possible, with all applicable environmental laws and Executive orders, or provide reasonable assurance that their requirements can be met. Work may include preparation of contract specifications describing required environmental and mitigation monitoring.

e) Other Professional Disciplines

Other professional disciplines that are anticipated include, but are not limited to, the following:

- *Geology and soils*
- *Hydrology, hydrogeology and groundwater studies*
- *Population/housing*
- *Public services*
- *Question of general public controversy*
- *Utilities, utilities relocations, and service systems*

f) Required Qualifications

Through its submittal, the Consultant shall demonstrate:

- Experience in the preparation of CEQA environmental documents (EIRs) for at least two (2) complex large-scale institutional projects, encompassing multiple complex environmental issues within the last eight (8) years.
- All lead respondents and each member of a joint venture partnership must have a minimum of seven (7) years of relevant experience providing environmental consulting services.
- Existence as a legal entity to enter into contract and licensed in good standing with the State of California and the City and County of San Francisco, including compliance with the City's contracting requirements, and be qualified to do business in San Francisco.
- Key professional personnel and subconsultants must possess appropriate State of California licenses or other required licenses, registrations or certifications in the particular discipline.
- Commitment to providing a lead project manager as a primary point of contact for all work.
- Knowledge of current local, state, and federal regulations, related contracting, and environmental, and health and safety issues.
- Demonstrated experience (based on staff qualifications including, but not limited to a list of key personnel assigned to project, and a list of licenses and certifications of each member of the project team) in successfully dealing with the regulations of and with personnel within various regulatory agencies including, but not limited to:
  - Bay Area Air Quality Management District
  - San Francisco Department of Public Health

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

- San Francisco Planning Department and Planning Commission
- ASTM Standards on Environmental Site Assessments (ASTM E 1527-05 and ASTM E 1527-06)
- San Francisco Department of Public Works
- San Francisco Board of Supervisors

When the work may involve contaminated and hazardous environments, sufficient numbers of properly trained personnel should be provided at no additional cost to the project. This training shall be, at a minimum, the 40-Hour Hazardous Materials Operations and Emergency Response Training Program, and the associated 8-Hour annual refresher training in accordance with 29 CFR, 1910.120, 29.

**Programming & Planning Phase**

The Consultant will be expected to address a variety of complex and controversial issues associated with the project's environmental review process. Above all, documents to be prepared must satisfy the provisions of CEQA, CEQA Guidelines, Chapter 31 of the San Francisco Administrative Code, and the Planning Department *Environmental Review Guidelines* (dated October 5, 2012 and available online at <http://sfmea.sfplanning.org/EP%20Environmental%20Review%20Guidelines%2010-5-12.pdf>) pertaining to the preparation and processing of an Environmental Evaluation.

EP will determine the extent of the environmental review and will direct the scope of work as outlined in this document. Thus, the elements described below are potential elements that may or may not be part of the final contract. Candidates shall provide qualified personnel for services including, but not limited to, the following elements:

- Project Understanding
- Project Description and Alternatives
- Prepare CEQA Document
- Technical Analyses
- Prepare Mitigation Monitoring and Reporting Plan
- General Services and Equipment

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 6  
PRE-PROPOSALS CONFERENCE**

Attendance at the Pre-Proposals Conference is highly encouraged. It will be held on, **Monday, March 10, 2014 at 2:00 PM** in the Main Conference Room located at 30 Van Ness Avenue, 4<sup>th</sup> Floor, San Francisco, California, 94102. All proposers attending the Pre-Proposals Conference will receive 15 points towards its SF CMD “Good Faith Outreach” requirement (CMD Form 2B). At the Pre-Proposals conference, City staff will discuss the Proposals and the Local Business Enterprise (LBE) requirements. Consultants who do not attend the Pre-Proposals Conference shall be assumed to have the same knowledge and information as if they had attended.

There will also be an opportunity for questions and answers. Questions from interested Consultants will be addressed at this conference and any new applicable information will be provided at that time. Questions raised at the Pre-Proposals Conference may be answered orally. Any substantive new information provided in response to questions raised at the Pre-Proposals Conference and questions submitted via email to [Jumoke.Akin-Taylor@sfdpw.org](mailto:Jumoke.Akin-Taylor@sfdpw.org) by **Friday, March 14, 2014** will also be answered and memorialized in a written addendum to this RFP and distributed to all registered RFP holders.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 7  
SELECTION PROCESS**

This section describes the guidelines to be used for analyzing and evaluating the Consultants' Proposals. In an effort to reach a decision concerning the best-qualified firm the City reserves the right to evaluate all factors it deems appropriate. The Consultants' Proposals will be evaluated by a Review Panel, who will review the Proposals and participate in the oral interviews to determine which firm will be selected. The process will be conducted in three phases: Proposals Evaluation Process (Phase 1); Oral Interviews (Phase 2); Contract Negotiation and Award (Phase 3). **(Refer to Appendix K for Proposals Evaluation Criteria)**

**7.1 Proposals Evaluation Process (Phase 1)**

The first phase will consist of an evaluation of the written Proposals by a review panel. All written Proposals will be evaluated based on the criteria listed in Section 8.0 – Format of Proposals. CMD will also review the Proposals and the CMD Attachment 2 forms, and add the rating bonus – if applicable. A short-list will then be created. At the sole discretion of the City and depending on the number of Proposals received, the short list will be made up of no more than three (3) top-ranked firms. All Consultants submitting Proposals will be notified of the results via email and a letter. The short-listed firms will be invited to the oral interviews, with notification of the time and place for the interviews.

- A. Team composition and approach 20 points
- B. Consultant's qualifications and experience on similar projects (including references from past projects) 40 points
- C. Subconsultants' work experience 20 points
- D. Strategy for achieving CEQA compliance within City schedule 15 points
- E. Completeness and other required submittals of the qualifications 5 points

**7.2 Oral Interviews (Phase 2)**

1. The committee will interview no more than three (3) short-listed proposers. Each team will be limited to an attendance of seven (7) individuals in the interview, including subconsultants. Consultant and Subconsultant team members shall participate on only one interview team. Marketing personnel and other personnel who will not make a significant contribution (at no less than 25% time commitment) to the implementation of this RFP will not be permitted to attend the interview. Key Project personnel must participate in the interview.
2. The interview evaluation process will consist of a Consultant presentation followed by standard interview questions from the selection panel, and may include follow up questions if clarification of Consultant's responses is necessary. The same set of

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

interview questions will be used for all Consultants. Note that the oral interview questions may differ from the written Proposals evaluation criteria.

3. The content of the presentation shall describe the team's strengths and experience in providing the services required in this RFP. The team may present examples of their experiences that are relevant to this RFP.
4. The selection panel will proceed to evaluate each Consultant independently based on each of the consultant's presentations and responses to the selection panel's questions. Scores from the oral interview will be tabulated from points awarded on all of the questions.
5. Evaluation: Based on the oral interviews, the committee will assign a numeric score for each firm. The score will be based on the oral evaluation criteria matrix provided in Appendix K. This score will be solely based on the oral interview process.
6. CMD Rating Bonus: The CMD Contract Compliance Officer will assess Proposals compliance with LBE and Affirmative Action requirements and assign a rating bonus to the oral interview score, if applicable. The oral interview scores or CMD-adjusted oral interview scores (if applicable) will then be tabulated. This action by the CMD will determine the final rankings, which will be issued via email and a letter to each firm. After the final ranking, comments and observations regarding the selection process may be requested by contacting the Project Manager, Jumoke Akin-Taylor at 415-557-4751.

**7.3 Contract Negotiation and Award (Phase 3)**

(A sample agreement for reference only is included in Appendix L)

A "contract to be awarded" will be negotiated with the highest ranked Consultants. If a satisfactory Contract cannot be negotiated with the highest ranked firm, the City may, at its sole discretion, terminate negotiations with that firm and begin a "contract to be awarded" negotiation with the next highest ranked firm. The City will negotiate with other qualified firms in the order of their ranking until a satisfactory contractual agreement has been reached. Once Contract negotiations are completed, the selected Consultant will be awarded a Contract.

In accordance with San Francisco Administrative Code Chapter 6, no Proposal is accepted and no contract in excess of \$400,000 is awarded by the City & County of San Francisco until such time as (a) the Mayor or the Mayor's designee approves the contract for award and (b) the Director of Public Works then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

**Note: During Phase 3, the Consultant must notify the City in writing of any subsequent changes in Consultant and Subconsultant key personnel originally named and listed in the Proposals.**

**7.4 Fee Schedule**

The proposal shall include fee schedules, person-hours, and costs applicable for the duration of this contract and based on an hourly basis for each classification of personnel

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

who will perform the various tasks. This cost estimate shall be submitted in a clearly marked sealed envelope and be submitted at the time of the interview. The estimate will not affect the technical selection process and shall remain sealed until a respondent is selected and contract negotiations begin. See Appendix B for more details.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 8  
FORMAT OF PROPOSALS**

**The Proposals should be reader-friendly, clear and concise, presented in the form of a written report divided by tabs into the subheadings in the order listed below. The main text of the Proposal shall be printed double-sided on recycled and recyclable white paper no larger than 8 1/2" by 11".** The Consultants shall submit six (6) bound copies of the Firm's Proposals and one (1) CD copy of the same information in .pdf file format. (Note: 11" x 17" sheets folded to 8 1/2" x 11" are allowed for qualifications information and or other spreadsheets only.) **The text shall be Times New Roman, and font size 12 points.** Appendices, Forms, Charts, Spreadsheets, etc., do not have to be printed double-sided. Proposals pages exceeding the specified limits below for each section shall not be evaluated.

The Proposals will consist of three (3) elements, which are the Firm's description of qualifications, the completed CMD Attachment 2 forms (**Appendix A**), and the completed Calculation of Charges (**Appendix B**). The completed CMD Attachment 2 forms and the completed Calculation of Charges shall be submitted as stand-alone submittals in separate envelopes, and along with the Firm's Proposal.

The Proposals shall be organized and evaluated for a total of 100 points, as follows:

**I. Table of Contents  
(2 Page Limit)  
Points: 0**

**II. Cover Letter  
(2 Page Limit)  
Points: 0**

The Consultant shall submit a cover letter signed by a signatory authorized to obligate the firm to perform the commitments contained in the RFP and its Proposals. **For future communications regarding the RFP and selection process, identify a contact person, address, phone, and email information.** The letter should discuss the firm's commitment to the RFP and agree to fully comply with all applicable City and County of San Francisco ordinances if awarded this agreement.

**III. Introduction, Team Composition and Approach  
(8 Page Limit excludes work plan)  
Points: 20**

This section shall first introduce the Consultant's firm, capabilities, and experience working on projects replacing public infrastructure. Should firms submit Proposals as a joint venture, this section must include a detailed explanation of the responsibility of each firm. **Show the number and discipline of personnel in each firm's local office and respective assignments and roles for this specific contract.** Include a description of the Consultant's overall approach and provide a clear work plan describing the Consultant's understanding of the nature and extent of the services required as outlined in Section 5.0 – Scope of Services. This section should also outline the Consultant's methodology for accomplishing the defined tasks.



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

Then list the Consultant’s team (subconsultants) by providing a brief and **pertinent** description of their capabilities, experience, and proposed roles for this contract. Additionally, describe the history and success of team members working together on similar projects.

**Include the project team’s organizational chart of how the Consultant Team will be structured to perform the various services outlined in Section 5.0 – Scope of Services.**

Consultants are strongly encouraged to assemble teams with expertise in disciplines to meet the Scope of Services. The following information in the format below is preferable and is only an anticipated workload distribution of the tasks described in Section 5 – Scope of Services. Multiple entry of same subconsultant within each category is permitted. Combining and re-creating the categories below is also permitted as long as it covers the anticipated scope of work.

Name of the Individual(s) and Firm(s) leading and providing the following services as described in this RFP.

- a. Air Quality Services: \_\_\_\_\_
  - b. Biology Studies: \_\_\_\_\_
  - c. Environmental Mitigation Monitoring: \_\_\_\_\_
  - d. Environmental Planning, CEQA Studies, and Permitting:  
\_\_\_\_\_
  - e. Greenhouse Gas Emissions Analysis: \_\_\_\_\_
  - f. Hazardous Materials Studies: \_\_\_\_\_
  - g. Historic, Cultural, and Archaeological Resource Studies:  
\_\_\_\_\_
  - h. Hydrology, Hydrogeology and Groundwater Studies:  
\_\_\_\_\_
  - i. Noise and Vibration Monitoring and Studies: \_\_\_\_\_
  - j. Population and Housing: \_\_\_\_\_
  - k. Shadow Analysis: \_\_\_\_\_
  - l. Transportation and Traffic Engineering Studies: \_\_\_\_\_
  - m. Urban Design and Visual Quality Studies: \_\_\_\_\_
  - n. Utilities, Utilities Relocations, and Service Systems:  
\_\_\_\_\_
  - o. Water Quality: \_\_\_\_\_
- Explain and List Other Firms.

**IV Consultant’s Qualifications, Experience, and References  
(24 Page Limit excludes resumes. Attach resumes if you decide it is necessary in a separate Appendix within the Proposals. There will be no points awarded to resumes)  
Points: 40 (8 points maximum per project, 2 points maximum per reference)**

This section is intended to allow the Consultant (including its Joint Venture partner) to discuss in more detail the firm’s experience, qualifications, and capabilities for the proposed scope of work. This section also provides the Consultant with the opportunity to

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

discuss licenses, training, work history, and the role of at least 25% of the key personnel to be associated with the RFP. Key personnel should have a minimum of seven (7) years of relevant experience providing environmental consulting services. **The examples of Work/Projects shall be from the Consultant (including its Joint Venture partner) only.** Emphasis should be given to the work performed in the San Francisco Bay Area.

Describe a maximum of four (4) projects, two (2) shall meet the criteria of complex large-scale, institutional Public Works projects and encompassing multiple complex environmental issues within the last eight (8) years. This work experience shall not include that of its subconsultants. The projects selected should be that of current staff that worked on the project while employed by the Consultant's firm. A maximum of **eight (8) points** per project shall be given.

**For each description of work, provide:**

- Type of Project (MND, EIR), Project's name, location, its scope of work, the tasks (or sub-tasks) involved, key dates, and client's name and phone number.

Total Project Cost: \$ \_\_\_\_\_

- For each of the above mentioned four (4) projects, discuss your firm's understanding of the services required and provide an outline or description that clearly demonstrates how your firm planned and managed the tasks (or sub-tasks) involved in order to meet the services required.
- For each of the four (4) above-mentioned projects, discuss the challenges to the projects, and how your firm handled it.

**References:** This section shall provide the City with four (4) **verifiable** references documenting the capability of the proposed services for work the Consultant Company has performed. A maximum of **two (2) points** per verifiable reference shall be given. All references should be for projects completed within the last eight (8) years. Documentation shall include the following:

- a) Agency or company for which the work was done;
- b) Project name and type of work;
- c) Time frame of provided services; and
- d) The following client information listed below.

Client Firm Name: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Client Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**V. Subconsultants Experience  
(16 Page Limit)  
Points: 20 (5 points maximum per project)**

This section is intended to allow the Consultant to select and discuss the best experience, qualifications, and capabilities of its subconsultant by providing the following:

Describe a maximum of four (4) projects during the past eight (8) years **that clearly demonstrates the ability of your subconsultants to perform services described in this RFP** and emphasizes team approach experience in similar projects. **The examples of Work/Projects shall be from the subconsultant only.** Stress examples of work that has been performed in the San Francisco Bay Area. A maximum of **five (5) points** per project shall be given.

**For each description of work, provide:**

- Type of Project, Project's name, location, its scope of work, the tasks (or sub-tasks) involved, key dates, and client's name and phone number.

Total Project Cost: \$ \_\_\_\_\_

- For each of the above mentioned four (4) projects, discuss your firm's understanding of the services required and provide an outline or description that clearly demonstrates how your firm planned and managed the tasks (or sub-tasks) involved in order to meet the services required.
- For each of the four (4) above-mentioned projects, discuss the challenges to the projects, and how your firm handled it.

**VI. Strategy for achieving CEQA compliance within City schedule  
(5 Page Limit)  
Points: 15**

This section is intended to allow the Consultant to select and discuss strategy and approach for achieving CEQA compliance by late 2015. This section should also describe the techniques in which the Consultant Team has reduced schedule risks on completing environmental review for urban, institutional projects.

**VII. Completeness and other required submittals of the qualifications  
(4 page limit)  
Points: 5**

The Consultant shall indicate if any of the items listed below are either not applicable, or if applicable, provide an explanation.

- a) A record of any citations issued by Federal, State, Regional or Local regulatory agencies relating to work performed under the oversight of the proposed Consultant and its subconsultant;

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

- b) Was your firm or any of your subconsultants cited for safety violations on project in the last five (5) years?
- c) A list of any sampling and testing related claims or proceedings in which the Consultant and its subconsultant is or has been involved (other than expert witness type solutions);
- d) A list of penalties incurred by the Consultant and its subconsultant through non compliance with applicable Federal, State or Local regulatory agencies during the execution of work similar to the one proposed for this contract;
- e) A list of all other Doing Business As (DBA's) used by company officers for the last three (3) years from the Consultant and its subconsultant;
- f) A list of affiliations from the Consultant and its subconsultant with other consulting firms that may represent a possible conflict of interest for this contract; and
- g) A list of all current contractual agreements the Consultant and its subconsultant has with the City and County of San Francisco, its Commissions, Departments, and Bureaus, and its expiration dates.

**VIII. CMD Attachment 2**

This item shall consist of the Consultant completing the forms in CMD Attachment 2 (**Appendix A**). Documentation of Good Faith Efforts shall be submitted with the CMD Attachment 2. Consultants with questions regarding the completion of this document shall contact the San Francisco Contract Monitoring Division Contract Compliance Officer Selormey Dzikunu at (415) 558-4059.

One original (1) and one (1) copy of the completed CMD Attachment 2 shall be submitted in a **separate and sealed** envelope along with the Proposals. The sealed envelope shall be titled "**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – CMD FORMS**" and include the name of the Consultant. **WITH THE EXCEPTION OF FORMS 12B/12C, DO NOT INCLUDE THE "CMD FORMS" IN THE MAIN PROPOSAL.**

**Failure to submit the completed CMD Attachment 2 forms in its entirety will result in the disqualification of your firm's Proposals and shall be deemed non-responsive.**

**IX. Calculation of Charges**

The Consultant shall prepare a Calculation of Charges for Services using the guidelines in **Appendix B**. The Calculation of Charges does not affect the selection process and will be used in contract negotiations (Phase 3).

Two (2) copies of the completed Calculation of Charges (**Appendix B**) shall be submitted in a **separate and sealed** envelope along with the Proposals. The sealed envelope shall be titled "**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – Calculation of Charges**" and include the name of the Consultant. **DO NOT INCLUDE THE "CALCULATION OF CHARGES" IN THE MAIN PROPOSAL.**

**X. Appendices C, D, E, F, G, H, I, J, K, L, and M**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

- Appendix C – S.F. Administrative Code Chapters 12B & 12C Declaration Form
- Appendix D – Minimum Compensation Ordinance Declaration Form
- Appendix E – Health Care Accountability Ordinance Declaration Form
- Appendix F – Consultant / Subconsultant Information
- Appendix G – City Build/First Source Hiring Program Certification
- Appendix H – Certification of Proposer Regarding Debarment & Suspension
- Appendix I – Online System Security Agreement
- Appendix J – Request for User ID & Access
- Appendix K – Proposals Evaluation Criteria
- Appendix L – Sample agreement with the City and County of San Francisco
- Appendix M – Services to be Provided by Consultant

**Insert completed Appendices C, D, E, F, G and H in the main Proposal.** Appendices C, D, E, and G are to be filled out for the prime Consultant only. Appendix F is to be filled out for the prime Consultant, but requires information of the subconsultants. Appendix H should be completed by prime Consultant and all subconsultants on respective forms. **Appendices I-M do not need to be submitted.**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**SECTION 9  
SUBMITTAL REQUIREMENTS**

**PROPOSALS SUBMISSION**

- A. Submit six (6) bound copies of the Firm's Proposal as per the requirements of RFP. Additionally, Consultants shall submit one (1) CD with the same information in .pdf file format. Attach a copy of CMD Forms 12B/12C in your SOQ. Submissions must include the title: "**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project**" and include the name of the Consultant. **WITH THE EXCEPTION OF FORMS 12B/12C, DO NOT INCLUDE THE OTHER CMD FORMS IN THE PROPOSAL.**
- B. Submit one (1) original and one (1) copy of all required CMD forms must be submitted separately in a sealed envelope and delivered with the Proposals package. The sealed envelope shall be titled: "**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – CMD FORMS**" and include the name of the Consultant. Refer to **Appendix A**.
- C. Submit two (2) copies of the Calculation of Charges in a separate and sealed envelope along with your Proposals. The sealed envelope shall be titled: "**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – Calculation of Charges**" and include the name of the Consultant. **DO NOT INCLUDE THE "CALCULATION OF CHARGES" IN THE PROPOSAL.** Refer to **Appendix B**.
- D. The sample (Consultant) Agreement is attached as **Appendix L**. Failure to object to any terms and conditions of the agreement in accordance with Section 11.0 – City Terms and Conditions indicates acceptance by the consultant of the standard contract.
- E. Submit Proposals no later than **Friday, March 21, 2014, 2:00PM PDT** to:
- DPW- Building Design and Construction  
Project Management Bureau  
Attention: Jumoke Akin-Taylor  
30 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94102**
- F. Late Proposals will not be accepted or considered. Proposals received after the submittal deadline will be deemed non-responsive and shall not be accepted. Postmarks will not qualify as delivery. Proposals submitted by fax or electronically will not be accepted.
- G. The City shall disqualify any Proposals as non-responsive for the following reasons:
1. The Proposals does not contain the information required as requested under Proposals submission of the RFP.
  2. The Proposals content and format exceeded the established page limits.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

3. The Proposals fails to meet the specified LBE goals and does not document good faith outreach.
  4. The Proposals does not contain the required CMD forms, Fee Schedule, and Forms listed in the Appendices.
  5. Acceptance of the Proposals would violate applicable City and County of San Francisco Codes and Ordinances or other State or Federal laws.
- H. Questions regarding this RFP are encouraged and will be accepted until **Friday, March 14, 2014**. Questions shall be directed to Jumoke Akin-Taylor via email at [Jumoke.Akin-Taylor@sfdpw.org](mailto:Jumoke.Akin-Taylor@sfdpw.org).

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 10  
CITY RIGHTS AND OPTIONS**

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals submitted;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means;  
or
6. Determine that no project will be pursued.

The City reserves the unqualified right to postpone selection for its own convenience, to withdraw this RFP at any time, to modify or reissue this RFP, to procure any service by any other means, and to reject any or all Proposals or submittals 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 in response to this RFP, to modify the published scope of services, and to approve or disapprove the use of sub Consultants.

The City reserves the unqualified right to modify and/or suspend any and all aspects of the Request for Proposals, to obtain further information from any firm or person responding to the Request for Proposals, to waive any defect as to form or content of this Request for Proposals or any response thereto and to reject any and all responses to this Request for Proposals.

The City will reserve the right to request specific consultants with specific expertise to be added to the team, if the City determines that specific expertise is lacking in the project team or if the City believes it is in the City's best interest to assign particular sub-consultants to the Consultant.

The issuance of this RFP does not commit the City to negotiate a contract nor does it constitute an agreement by the City that any contract will actually be entered into by the City. Qualifications, statements, and other materials submitted will not be returned unless portions of the submittals are designated as proprietary at the time of submittal and are requested to be returned. The City has the right to use any or all ideas or concepts presented in any Proposals 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.

The RFP and a future contract shall terminate without penalty, liability, or expense of any kind to the City at the end of any fiscal year, in the event that funds are not appropriated for the next succeeding fiscal



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

year. If funds are appropriated for a portion of the fiscal year, the contract shall terminate, without penalty, liability, or expense of any kind at the end of term for which funds are appropriated.

The City has no obligation to make appropriations for this contract in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this proposed contract.

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 Proposals, the acceptance of any Proposals, any statements, representation, acts or 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.

The City at its discretion will disqualify any Proposals for the following reasons:

- The Proposal was received after the deadline.
- The Proposal does not contain the information as requested in this RFP.
- The Proposal does not contain the required CMD forms and forms listed in the Appendices.
- The CMD forms are not filled out correctly or are missing pertinent data.
- The Proposal fails to meet the specified LBE goals and does not document good faith efforts.
- Acceptance of the Proposal would violate applicable City and County of San Francisco Codes and Ordinances.

The City accepts no financial responsibility for costs incurred by the Consultant in responding to this RFP, participating in oral presentations, or negotiating an agreement with the City. All Proposals, statements, and material submittals will become the property of the City and may be used by the City in any way deemed appropriate.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**SECTION 11  
CITY TERMS AND CONDITIONS**

The purpose of this section is to outline the general terms and conditions that would be set forth in a contract between the City and the selected Consultant. The City reserves the right to revise or add any terms and conditions beyond those set forth in it.

**11.1 Non-Discrimination in Contracts and Domestic Partners Benefits**

As per Ordinance 440-96, and as amended by Ordinance 481-96 (Domestic Partners Ordinance), the Consultant shall comply with the provisions of Chapter 12B and 12C of the San Francisco Administrative Code that prohibit discrimination in the provision of benefits between employees with registered domestic partners and employees with spouses.

The Non-Discrimination Provisions of Section 12B.1, 12B.2, 12B and 12C (as amended by subsequent ordinance) of the San Francisco Administrative Code shall be made a part of any agreement signed between the City and Consultants.

The Consultant shall be compliant and certified with the above Provisions before award of agreement. Consultants that are already 12B (Equal Benefits for Domestic Partners and Spouses) compliant and have no changes to the above provisions do not have to fill out the S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefit forms in Appendix C. All new Consultants to the City, or those that have made changes their company policies, and those that are not current with the 12B compliance status shall complete the declaration (CMD Form-12B-101).

**11.2 Local Business Enterprises (LBE) Goals**

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.

**1. Contract Monitoring Division Requirements**

- a. 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.
- b. The CMD Attachment 2 is a part of the RFP and is attached as Appendix A. Proposals may be eligible for up to 10% rating bonus if certain requirements stated in the CMD Attachment are met.
- c. **The LBE sub consulting goal for this project is 20%** 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 (<http://www.sfgsa.org/index.aspx?page=6070>) provides a current list of all certified LBE firms. Other firms may be used to meet the subconsulting goal

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

provided that all firms so used are certified as LBE firms by CMD as of the due date of these Proposals. The CMD will review LBE participation for compliance when the billings have reached the following percentages of the contract amount: 35%, 50%, 70%, and 90%.

- d. Pursuant to Sec. 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: **MBE 5%, WBE 10%, and OBE 5%**. Proposers are further advised that they may not discriminate in the selection of subconsultants 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.
- e. All proposers must meet the subconsultant goal and submit documented good faith outreach with the Proposals. Any Proposals that fails to meet the specified LBE participation goal and fails to submit the good faith outreach documentation shall be considered non-responsive and shall be rejected. Note: If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% (i.e. 27% for this project) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts.
- f. 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 a LBE before listing that LBE as a subconsultant in the Proposals. Proposals that fail to comply with this requirement will be rejected as non-responsive.
- g. All proposers shall undertake good faith outreach as set forth in Section 14.B.8C of the ordinance to select subconsultants to meet the LBE goal. The Good Faith Outreach form with the required supporting documentation must be completed and submitted with the Proposals even if the LBE subconsultant goal has been met. Note: If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% (i.e. 27% for this project) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts.
- h. Proposers must identify on CMD 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 Proposals.
- i. 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

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

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 Proposals due date, and must be contacted by the proposer (prime consultant) prior to listing them as subconsultants in the Proposals. 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.
- 1. **If you have any questions concerning the CMD Forms, contact the Contract Monitoring Division Compliance Officer for the Department of Public Works, Selormey Dzikunu at (415) 558-4059.** The forms will be reviewed and approved by CMD prior to the interviews.
- 2. LBE Participation

The City strongly encourages Proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by CMD as a LBE, or joint venture partners who are certified as a LBE by the Proposals due date. Certification applications may be obtained by contacting. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- (1) A 10% ratings bonus to an LBE; or a joint venture between or among small and/or micro LBEs; or
- (2) A 5% ratings bonus to a joint venture with small and/or micro LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% ratings bonus to a joint venture with small and/or micro LBE participation that equals or exceeds 40%; or
- (4) A 10% ratings bonus to a certified non-profit entity.

A 2% ratings bonus will be applied to any proposal from an SBA-LBE, except that the 2% bonus shall not be applied in any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with small and/or micro LBE participation.

**11.3 Non-Discrimination Clause**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**11.4 Insurance Liability Coverage**

- a. Without in any way limiting Consultant's liability pursuant to Section 15, "Indemnification and General Liability," of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability limits not less than \$1,000,000 each accident; and with regards to Workers' Compensation, the Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect 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 Consultant, its employees, agents and subconsultants; 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 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 with limits not less than \$1,000,000 each

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

claim and in the aggregate with respects to negligent acts, errors or omissions, and any deductible not to exceed \$50,000 each claim.

- b. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:
  - (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 Insured, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
  
- c. All policies shall be endorsed to provide:

Thirty (30) days' advance written notice to City of cancellation or non-renewal, mailed to the following address:

City & County of San Francisco  
Department of Public Works  
Division of Contract Administration  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103
  
- d. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
  
- e. Should any of the required insurance, other than professional liability, be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
  
- f. 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.
  
- g. Before commencing any services or operations under this Agreement, Consultant 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

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

to City, in form evidencing all coverage set forth above. Consultant shall furnish complete copies of policies of any or all of the above-listed insurance policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

- h. Approval of the insurance by City shall not relieve or decrease the liability of Consultant hereunder.
- i. Approval of insurance by City shall not relieve or decrease the liability of Consultant hereunder.
- j. If a subconsultant will be used to complete any portion of this agreement, the Consultant shall ensure that the subconsultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Consultant listed as additional insured.

**11.5 Insurance and other Requirement for Associations/Joint Ventures/ Partnerships**

IT IS INCUMBENT FOR EACH JOINT VENTURE PARTNER TO ENSURE THAT THEIR WORK IN THE JOINT VENTURE PARTNERSHIP WILL BE COVERED BY EACH OF ITS PROFESSIONAL LIABILITY INSURANCE

The Consultant operating under the auspices of associations, joint ventures, or partnerships shall provide the appropriate insurance coverage, obtain a new Federal Employers Identification Number, and a new San Francisco Business Tax License. The Consultant shall also file CMD Form 3, Compliance Affidavit (from CMD Attachment 2), if any party of the association/joint venture/partnership does not have this affidavit already on file with the City. Contact the Department awarding the contract or the Contract Monitoring Division at (415) 581-2310 for a copy of the form or more information.

**11.6 Indemnification**

Refer to the indemnification requirements in Appendix L

**11.7 Conflict of Interest**

Refer to the conflict of interest requirements in Appendix L

**11.8 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 Tax Collector of the City of San Francisco. The telephone number of the Business Tax Division is (415) 554-4426. The address of the Tax Collector's office is located at City Hall, Room #140.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**NOTE:** This requirement applies to the consultant and its subconsultants (all vendors).

**11.9 Certification of Bidder Regarding Debarment and Suspension**

All prime and subconsultants providing services in excess of \$25,000 shall review and submit a Debarment and Suspension Certification form, attached in Appendix H.

I. Compliance with the Americans with Disabilities Act

The Consultant 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 Consultant, must be accessible to the disabled public. The Consultant shall provide the services specified in this contract in a manner that complies with the ADA and all applicable federal, state, and local disability rights legislation. The Consultant agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under any agreement with the City and further agree that any violation of this prohibition on the part of the Consultant, its employees, agents or assigns shall constitute a material breach of the agreement.

**11.10 Prohibiting Use of City Funds for Political Activity**

No funds appropriated by the City and County of San Francisco for any contract, grant agreement or loan agreement may be expended for participating in, supporting, or attempting to influence a political campaign for any candidate or measure. Recipients of City funds will cooperate in audits conducted by the Controller to verify that no City funds were used for political purposes.

**11.11 Earned Income Credit (EIC) Forms – *Intentionally Left Blank***

**11.12 Chapter 12P – Minimum Compensation Ordinance (MCO)**

Refer to Appendix D for additional requirements.

Consultant 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 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](http://www.sfgov.org/olse/mco).

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.

For more information log on to the San Francisco Office of Labor Standards Enforcement website at <http://sfgsa.org/index.aspx?page=403>.

**11.13 Chapter 12Q – Health Care Accountability Ordinance (HCAO)**

Refer to Appendix E for additional requirements.



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

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. The text of the HCAO, and its rules and regulations is available on the web at <http://www.sfgsa.org/index.aspx?page=407>. The HCAO Declaration form is included in Appendix E.

**11.14 First Source Hiring Program Ordinance (FSHPO)**

This Section incorporates the requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 (entitled “First Source Hiring Program”). Consultant agrees to participate and comply with the provisions of the First Source Hiring Program. As part of the Consultant’s Agreement with the City, the Consultant 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 Consultant’s main contact for the First Source Hiring Program. Contact Lillie Ellison at (415) 701-4883 for details on 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 Consultant.

**FIRST SOURCE HIRING GOALS**

1. Over the life of the contract, the Consultant 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. Consultant may decline to hire a Trainee if the Consultant 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 Consultant. The number of Trainees to be hired is based on the following Contractor Fee Schedule:

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

Consultant Fee Schedule	Number of Trainees to be Hired (over the life of the contract)
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in Contractor fees, add one additional Trainee)	

2. The Consultant 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 Consultant 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**

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

**PROCEDURES**

1. Within 30 days of award of contract, the Consultant will email the First Source Hiring Program and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Consultant will provide information on Entry Level Positions, number of Trainees to be hired, job description, start date and rate of pay. If the Consultant cannot quantify the numbers of Trainees to be hired, the Consultant 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. Consultants are required to notify the First Source Hiring Program of all available Entry Level Positions.
3. Consultant will designate a representative to monitor all employment related activity and be the main contact for the First Source Hiring Program.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

4. Consultant will maintain documentation and records supporting good faith efforts toward the First Source Hiring Program.

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

**11.15 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 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 contacts 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. Inquires for information about a particular contract, requests for documents

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Persons who knowingly and willfully violate this section are subject to a fine of up to \$5,000 and a jail term of six months, or both. [S.F. Campaign and Governmental Conduct Code Section 1.170 (a)] Persons who negligently violate Section 1.126 are subject to a civil penalty of up to \$5,000. [S.F. Campaign and Governmental Conduct Code Section 1.170 (b)] For further information, proposers should contact the San Francisco Ethics Commission at (415) 252-3112.

**11.16 Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), consultants' bids, responses to RFP's 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.

**11.17 Protest Procedures**

1. Protest of Non-Responsiveness Determination

After receipt of a Proposal, the City 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 (5<sup>th</sup>) 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.

2. Protest of Contract Award

As soon as the consultant rankings are finalized (usually within fourteen (14) calendar days or less of the oral interview), staff will notify short-listed candidates of the interview results via email and a letter. 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

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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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.

3. Delivery of Protests

All protests must be received by the due date. If protest is mailed, the protester 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:

**DPW- Building Design and Construction  
Project Management Bureau  
Attention: Jumoke Akin-Taylor  
30 Van Ness Avenue, 4th Floor  
San Francisco, CA 94102**

**11.18 Construction of this RFP**

All paragraph captions are for reference only and shall not be considered in constructing this RFP.

**11.19 Useful Websites**

- Web site of the City and County of San Francisco (CCSF)  
Office of Contract Administration  
<http://sfgsa.org/index.aspx?page=359>  
For links to Bids & Contract Database (then Click on Consultants and Professional Services or Architects and Engineers)
- Web site for the San Francisco Contract Monitoring Division  
[www.SFGOV.ORG/CMD](http://www.SFGOV.ORG/CMD)
- For links to Equal Benefits Ordinance, Forms, and Resources  
<http://www.sfgsa.org/index.aspx?page=6125>
- For links to LBE Directory, CMD Requirements and Forms  
<http://sfgsa.org/index.aspx?page=6070>
- Web site for the CCSF Office of Labor Standards Enforcement  
<http://sfgsa.org/index.aspx?page=391>  
For links to Health Care Accountability Ordinance  
<http://www.sfgsa.org/index.aspx?page=407>  
For links to Minimum Compensation Ordinance  
<http://sfgsa.org/index.aspx?page=403>
- Web site for the Department of Industrial Relations  
<http://www.dir.ca.gov/>

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**SECTION 12  
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 for these Proposals.

The City accepts no financial responsibility for any costs incurred by a firm in responding to this Request for Proposals, participating in oral presentations, or negotiating an agreement with the City. All Proposals, statements, and material submittals 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 (Agreement) 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.

**SECTION 13  
INTERPRETATIONS AND ADDENDA**

If a proposer objects on any grounds to any RFP or legal requirement imposed by this RFP, the proposer shall, not more than ten (10) calendar days after this RFP is advertised, provide written notice to the Department of Public Works 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.

Any interpretation of, 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.

**SECTION 14  
ERRORS AND OMISSIONS IN RFP**

Consultants are responsible for reviewing everything contained within this RFP. Consultants are to notify the City, in writing, if the Consultant discovers any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than ten (10) calendar days after this RFP is advertised. Notification must be submitted in writing to DPW- Building Design and Construction, Project Management Bureau; Attention: Jumoke Akin-Taylor, 30 Van Ness Avenue, 4th Floor, San Francisco, CA 94102, or via email to [Jumoke.Akin-Taylor@sfdpw.org](mailto:Jumoke.Akin-Taylor@sfdpw.org). Any modifications and clarifications will be made by addenda and shall become part of the RFP and any contract awarded. Oral statements shall not be relied upon as legitimate responses and shall not be binding.

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.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX A**

Contract Monitoring Division  
CMD ATTACHMENT 2

One (1) original and one (1) copy of CMD Attachment 2 must be completed and submitted in a separate, labeled, and sealed envelope along with the Proposals.

Do not include your completed CMD Attachment 2 in the Main Proposal.

**CMD Attachment 2 consists of Forms 2A, 2B, 3, 4, 5, 7, 8, 9, and 10.**

**There are no CMD Forms 1 and 6.**

**CMD Forms 7, 8, 9, and 10 do not have to be filled out at this time.**

The sealed envelope shall be titled **“RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – CMD FORMS”** and include the name of the Consultant.

# 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

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### 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 subconsultants 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.*





**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 subconsulting 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 subconsulting 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 subconsulting 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;
  - AND**
  - 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%
<b>Total LBE participation must equal or exceed:</b>	<b>13.5%</b>

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:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

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

	A	B	C
Description of JV Partners’ Scopes of Work	JV Partners’ Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%



TASK 4	10%	6%	4%
<b>TOTAL JV Partner %</b>	<b>60%</b>	<b>32.5%</b>	<b>27.5%</b>

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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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.(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



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%.

<b>Contract:</b>	<b>RATING BONUS</b>		
	<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%	
<b>Firm:</b>	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)	
<b>Contact Person:</b>	<input type="checkbox"/> No Rating Bonus Requested		
<b>Address:</b>	LBE Goal      %		
<b>City/ZIP</b>			
<b>Phone</b>			

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

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

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:** \_\_\_\_\_

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



**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.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



**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? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 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 ( <a href="http://mission.sfgov.org/OCABidPublication/">http://mission.sfgov.org/OCABidPublication/</a> )? If so, <b><u>please enclose a copy of the advertisement.</u></b> <i>The advertisement must provide LBEs with adequate information about the project.</i> 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.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. 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:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes (10 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>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, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u></b> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>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. &amp; b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>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.</p> <p>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.</p>	<p><input type="checkbox"/> Yes (Up to 45 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <b><u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u></b> 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. <b>**Interested LBE** shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</b></p>	<p><input type="checkbox"/> Yes (Up to 20 points)</p>	<p><input type="checkbox"/> No (0 Points)</p>
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(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</p> <p>(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.</p>		



**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:** \_\_\_\_\_





**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)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

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.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



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

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
<b>TOTAL JV %</b>	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %		÷	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                      Date	Telephone                      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.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Sign below including each joint venture partner.

---

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name and Title (Print)

\_\_\_\_\_  
 Name and Title (Print)

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone                                      Date

\_\_\_\_\_  
 Telephone                                      Date



**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)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Title (Print)

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Title (Print)

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Date



**SECTION 2.** For column “A”, list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2<sup>nd</sup> and 3<sup>rd</sup> 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: %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
<b>LBE Sub-Totals</b>							%
<b>Professional Fees</b>							
<b>Reimbursable Expenses</b>							%
<b>CONTRACT TOTALS</b>							%



**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  
 Firm: \_\_\_\_\_

COPY TO: CMD Contract Compliance Officer  
 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.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

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

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

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)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone Date

\_\_\_\_\_  
 Owner/Authorized Representative (Signature)

\_\_\_\_\_  
 Name (Print) Title

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Telephone 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 Owning 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:

Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_

**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



---

**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.

---

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Print)                      Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone                      Date

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Print)                      Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone                      Date

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX B**

Calculation of Charges

Two copies of the Calculation of Charges must be completed for your firm, and for each subconsultant listed in your CMD Attachment 2, and included and submitted in a separate and sealed envelope along with the Main Proposal.

The sealed envelope shall be titled “**RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project – Calculation of Charges**” and include the name of the Consultant.

If a firm is selected, then the sealed envelope is to be opened after selection. If your firm is selected, the City reserves the right to negotiate the Calculation of Charges during contract negotiations.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**Calculation of Charges**

One (1) original and one (1) copy of the Calculation of Charges must be completed for your firm and for each subconsultant listed in your CMD Attachment 2 and included and submitted in a separate and sealed envelope along with the Proposal. The Calculation of Charges does not affect the selection process and will be utilized in contract negotiations with the successful Consultants.

Consultants must complete, attach, and submit unit prices for Consultant and subconsultant billable rates in the format below. Due to the wide variety of work that may arise, the City reserves the right to negotiate those items not specified in the Calculation of Charges. Some of the listed items may be deleted.

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, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges.

Rates listed shall be one single rate and shall remain in effect throughout the term of the contract for both the Consultant and subconsultants.

Final acceptance by the City shall indicate only consent to the Calculation of Charges as a basis for preparation of negotiation, applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

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.

Fully Burden Staff Billing Rates to be calculated as follows:

$$\text{Billing Rate} = (\text{DL} + \text{DL} * \text{FR} + \text{DL} * \text{OH}) * 1.1 = \$ \underline{\hspace{2cm}} / \text{hr}$$

Where:      DL = Direct Labor (base rate)                      OH = Overhead Rate  
                 FR = Fringe (salary burden)                      1.1 = Profit Factor

Fully Burden Staff Billing Rates/Hour for Professional Positions (Categories) as indicated in Table format. If a job classification is not applicable, indicate 'Not Applicable'. If a job classification is not listed, utilize 'Other' and describe 'other' job classification.

**Name of Firm:** \_\_\_\_\_

Overhead (multiplicative) Rate = \_\_\_\_\_%

**Fill out the information as applicable for your firm and for each subconsultant listed in your CMD Form 2.**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

Job Classification	Direct Labor Rate (\$/hr)	Billing Rate (\$/hr)
Principal		
Associate		
Project Manager		
Senior Engineer/Risk Assessor		
Senior Chemist/Scientist/Planner		
Senior Planner/Geologist/Biologist		
Staff Engineer/Risk Assessor		
Staff Chemist/Scientist		
Staff Planner/Geologist/Biologist/Planner		
Certified Hydrogeologist		
Research Assistant/Project Assistant		
Environmental Inspector/Field Technician		
CADD Drafter/Illustrator/ Designer		
Graphic Designer		
Technical Editor		
Project Administrator		
Public Relations Officer		
Certified Industrial Hygienist		
Industrial Hygienist		
Safety Inspector		
Senior Archeologist		
Archeologist		
Architectural Historian/Preservation Specialist		
Other (List Other Job Classifications and Rates)		
Field Vehicle (\$/day rate)		\$ /day rate

**NOTE:**

**Craft Positions (if applicable):**  
To be paid the Prevailing Wage Rate, and if not a listed under the Prevailing Wage Rate, then to be paid the Union Rate.

Overtime Rate = Fully Burden Staff Billing Rates or Craft Position x 1.5

Emergency Response (within 3 hours of initial call) Rate (If applicable) = Fully Burden Staff Billing Rates or Craft Position x 2.0

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**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.

<b>Services</b>	<b>Rates/Schedule</b>
Subconsultant work (outside services)	Cost plus 5%
“Outside Firm” laboratory analytical rates	Cost plus 5%
Meal expenses	Not reimbursable.
Bridge tolls	Not reimbursable.
Parking tolls	Not reimbursable.
Lodging	Not reimbursable without prior agreement.
Air/taxi/shuttle/rail fares	Not reimbursable without prior agreement.
Other Direct Costs	At cost.
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 Consultant or all levels of Sub Consultant’s offices located outside San Francisco to and from work sites within San Francisco are not reimbursable.

**Travel Expenses:**

If the services performed under this agreement require travel, and the Department of Public Works (DPW) allows its reimbursement (**if agreed to in writing prior to initiation of work**), then its reimbursable costs will be based on the following:

For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging and per Diem rates by locality. Federal rates for continental USA and maximum travel per Diem allowances for foreign areas effective shown on the GSA website, and the Meals and Incidental Expense Breakdown (M&IE) are available from the following website:

<http://www.gsa.gov/> >Travel Resources > Per Diem Rates

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**Equipment Rental**

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

Compensation for equipment rentals (not itemized in the Calculation of Charges) shall be paid for at the rates listed in the Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, if listed, plus a 5% mark up.

Compensation for equipment rentals (not itemized in the Calculation of Charges as well as not listed in the Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program) shall be paid for at the rates negotiated and listed in the individual task Qualifications, plus a 5% mark up.

**Equipment Owned**

**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 Consultant shall not be compensated for usage of equipment it owns. This cost shall be absorbed as part of its overhead.

If the Consultant owns its own laboratory, it will not be allowed to add on the 5% mark up.

**Equipment Purchase**

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

If equipment is needed to be purchased for a project, and the Consultant will invoice the City for it, then DPW/BCM will develop specifications for the equipment. DPW will work with the City's Office of Contract Administration (OCA) on review and approval of the specifications and the procurement of the equipment. The Consultant shall comply with the guidelines of DPW and OCA before purchasing the equipment. Such equipment may be used by the Consultant to conduct requested services, e.g., sampling for environmental testing. The equipment must be returned to the City at the end of the contract term, since the City paid for the equipment.

**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.**

- A. 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:

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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office supplies	telephones and calls	respirators	office equipment
computers	cameras	first aid kits	cell phones and calls
tools	in-house printing	copies	faxes
employee training	medical exams	safety equipment	
health & safety plans for its employee working on a City project			

- B. HAZWOPER training: When needed, the Consultant shall provide sufficient numbers of properly trained personnel who may come in contact with, may be exposed to, disturb, operate equipment or otherwise work around hazardous or contaminated materials, water, and soils. This training for each such employee shall be the 40-hours Hazardous Materials Operation and Emergency Response (HAZWOPER) training and certification and the associated 8-hours HAZWOPER refresher training (as per Sections 5192 and 5144 of Title 8, CCR and Title 29 CFR, Sections 1910.120 and 1910.134), and shall be certified to wear appropriate personal protective equipment. The City will not pay for the costs incurred by the Consultant or its sub consultant to provide properly trained personnel, training costs of the Consultant's workers, hiring of required personnel, as such will be considered incidental.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX C**

S. F. Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits Form (CMD-12B-101)

This form must be completed and included in the Main Proposal (Consultants that are already 12B (Equal Benefits for Domestic Partners and Spouses) compliant and have no changes to the above provisions do not have to fill out the form).





# CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

## S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS (CMD-12B-101)

### ► Section 1. Vendor Information

DATE & TIME RECEIVED BY CMD  
(FOR CMD USE ONLY)

Name of Company: \_\_\_\_\_

Name of Company Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

Union name(s): \_\_\_\_\_

### ► Section 2. Compliance Questions

#### Question 1. Nondiscrimination – Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person’s membership in the categories listed below? **Please note:** a “YES” answer is required for compliance. Please answer yes or no to each category.

- |                   |                              |                             |  |                              |                             |
|-------------------|------------------------------|-----------------------------|--|------------------------------|-----------------------------|
| • Race            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sex                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Color           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sexual orientation                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Creed           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Gender identity (transgender status) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Religion        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Domestic partner status              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • National origin | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Marital status                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Ancestry        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Disability                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Age             | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • AIDS/HIV status                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Height          | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Weight                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? **Please note:** you must answer this question even if you do not intend to enter into any subcontracts.

Yes  No

#### Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

Yes  No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

Yes  No

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

\*The term “Domestic Partner” includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admin. Code Ch. 12B.1(c).

**If you answered “NO” to both** Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

**If you answered “YES” to either** or both Questions 2A and 2B, please continue to Question 2C.

(OVER)

**Question 2. (continued)**

C. Please check all benefits that apply to your answers above and list in the “other” section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
• Health Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dental Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vision Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dependent Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (CMD-12B-102) with all necessary attachments, and have your application approved by the Contract Monitoring Division. For more information, see Rules of Procedure section II B or contact the CMD.

➤ **Section 3. Required Documentation**

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION**

**to verify each benefit marked in Question 2C.** Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a letter from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Equal Benefits Documentation Guide at <http://sfgsa.org/modules/showdocument.aspx?documentid=9560> or contact the CMD.

Have you submitted supporting documentation for each benefit offered?     Yes     No

➤ **Section 4. Executing the Document**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

➔ **Submit this form and supporting documentation to:** Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-6020, or to [CMD.EqualBenefits@sfgov.org](mailto:CMD.EqualBenefits@sfgov.org) or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: [www.sfgov.org/CMD](http://www.sfgov.org/CMD).

☎ **For assistance** please contact the Contract Monitoring Division at 415-581-2310.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX D**

Minimum Compensation Ordinance (MCO) Declaration Form

Chapter 12P: Minimum Compensation

This form must be completed and included in the Main Proposal

GENERAL SERVICES AGENCY  
OFFICE OF LABOR STANDARDS ENFORCEMENT  
DONNA LEVITT, MANAGER



## 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](http://www.sfgov.org/olse), (2) e-mail us at: [MCO@sfgov.org](mailto: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](mailto: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 #

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX E**

Health Care Accountability Ordinance (HCAO) Declaration Form

Chapter 12Q: Health Care Accountability

This form must be completed and included in the Main Proposal

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF LABOR STANDARDS ENFORCEMENT  
DONNA LEVITT, MANAGER



### 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, subsidiaries and subcontractors.

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](http://www.sfgov.org/olse/hcao); send an e-mail to [HCAO@sfgov.org](mailto:HCAO@sfgov.org); or call (415) 554-6237.

**Where to Send this Form.** Return this form to the City Department that sent it to you.

#### 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor Number (if known)

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**APPENDIX F**

Consultant / Subconsultant Information

This form must be completed and included in the Main Proposal. (Make copies as needed)

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**RFP NAME:**           **“RFP – Environmental Review Services 2014 Rehabilitation and Detention Facility (RDF) Project”**

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Goals:                          20       % LBE

**A.                    Prime Consultant Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
          \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Cell # \_\_\_\_\_

S.F. CMD Status:            S Certified  
   F LBE

Project Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Cell # \_\_\_\_\_

Backup Project Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Cell # \_\_\_\_\_

Accountant: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Cell # \_\_\_\_\_



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**B. Subconsultant Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Cell # \_\_\_\_\_  
S.F. CMD Status: \_\_\_\_\_

S Certified  
 F LBE

Project Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Cell # \_\_\_\_\_

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX G**

City Build/First Source Hiring Program Certification

DEPARTMENT OF PUBLIC WORKS

San Francisco Administrative Code Chapter 83

This form must be completed, signed, and included in the Proposal

Please call the following #'s for more information:

Lillie Ellison, First Source Compliance Officer

Office of Economic and Workforce Development

City and County of San Francisco, 1 South Van Ness, 5<sup>th</sup> Floor, San Francisco, CA 94103

[Lillie.Ellison@sfgov.org](mailto:Lillie.Ellison@sfgov.org)

Direct: (415) 701-4883

Fax: (415) 701-4896

<http://www.workforcedevelopmentsf.org/>



Edwin M. Lee, Mayor

Office of Economic and Workforce Development  
Workforce Development Division

**NON-CONSTRUCTION FIRST SOURCE EMPLOYER’S PROJECTION OF ENTRY LEVEL POSITIONS**

By signing this form, employers agree to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code. As an indication of good faith efforts to comply with First Source, the Employer must fill out this form at commencement of contract/tax year to indicate:

- For a Tenant/Sub-tenant, the number of **Entry Level Positions** in the company that are currently filled and those that are currently available on premises leased by the City of San Francisco.
- For the successful Developer, Contractor, or Subcontractor, **Entry Level Positions** that are currently filled and those that will be available during construction work.
- For a tenant of a private commercial project that falls under Chapter 83 provisions of the City Administrative Code, the number of **Entry Level Positions** that are currently filled and those that will be available within the lease holding business at project address.
- For companies applying for the Biotech Payroll Tax Exclusion and Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion, the number of **Entry Level Positions** that are currently filled and those that will be available in the current tax year.
- For a successful organization awarded a City contract in excess of \$50,000, the number of **Entry Level Positions** that are currently filled and those that will be available within the business or non-profit organization.
- If positions listed are subject to collective bargaining agreements.

**Note: If an Entry Level Position becomes available during the term of the lease and/or contract, Employer must notify the First Source Hiring Administration.**

**Entry Level Position** means a non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. Apprenticeship positions should be included.

Type of Employer (check one):

- Tenant
- Developer
- Contractor
- Subcontractor
- Central Market Street and Tenderloin Area Payroll Expense Tax Exclusion applicant
- Subtenant
- Biotech Payroll Tax Exclusion applicant
- "Scene in San Francisco" Rebate applicant

Identify Project or Construction Project (if applicable):

City Department (if Contract or Lease):

Name of Employer:

Contact Person:

Street Address:

City:

State:

Zip:

Telephone:

Fax:

Email:

\_\_\_\_\_  
Signature of authorized employer representative

\_\_\_\_\_  
Date

Entry-Level Position Title	Number Currently Filled	Number Currently Available	Number Projected to Become Available in the next 12 Months	Estimated Date of Next Available Position	Subject to Collective Bargaining? (Yes/No)

Please fax, email, or mail this form SIGNED to:

Attn: Lillie Ellison  
First Source Compliance  
Lillie.Ellison@sfgov.org



**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX H**

Certification of Proposer Regarding Debarment & Suspension

Certification of Subconsultant Regarding Debarment & Suspension

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:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proposer's Name

Name and Title of Signer

Proposer's Street Address

Proposer's City, State, ZIP

Proposer's Telephone No.

Signature of Proposer or Authorized Representative

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.)*

---



---



---

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:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Proposer's Street Address

\_\_\_\_\_  
Proposer's City, State, ZIP

\_\_\_\_\_  
Proposer's Telephone No.

\_\_\_\_\_  
Signature of Proposer or Authorized Representative

\_\_\_\_\_  
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)

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

---

**APPENDIX I**

Online Security Agreement and Request



Edwin M. Lee, Mayor  
Mohammed Nuru, Director



Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

**Online System Security Agreement**

This Agreement, entered effective \_\_\_\_\_, 2013, is between the City and County of San Francisco, Department of Public Works ("DPW"), and

\_\_\_\_\_ [print name]  
(the "Individual Certificate Holder"), a principal or employee of

The person identified above represents that he or she is authorized by his or her agency, company, or employer to be an Individual Certificate Holder and to use the DPW Online Signature Access System (the "OSAS") on behalf of the agency, company, or employer.

The Online System is a secure system for approval of public work Contract Change Orders, Professional Services Modifications, HRC Forms, Payments, and Contract Service Orders (CCOs, Mods, HRC, Payments, and CSOs), and is for use only by authorized DPW personnel and DPW contractor representatives. DPW issues CCOs, HRC, Payments, and CSOs, under public work contracts between DPW and a contractor. The purpose of the OSAS is to facilitate signatures by necessary parties on CCOs, HRC, Payments, and CSOs, which contain final terms. DPW and the Individual Certificate Holder acknowledge mutual valuable consideration in having access to the OSAS in efficiently administering DPW public work contracts.

In order to preserve the integrity of the OSAS for all users and to maximize the efficiencies of online CCOs, Mods, HRC, Payments, and CSOs, approvals, all Individual Certificate Holders must agree to abide by the security measures set forth in this Agreement. By using the OSAS, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use the OSAS.

**1. Acceptance of Agreement.** The Individual Certificate Holder agrees to the terms and conditions outlined in this Online System Security Agreement (the "Agreement") with respect to the OSAS. This Agreement constitutes the entire and only agreement between DPW and the Individual Certificate Holder concerning the use of the OSAS. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the OSAS, the content, products or services provided by or through the OSAS, and the subject matter of this Agreement.

**2. Access Rights.** Access rights are conditioned upon acceptance of this Agreement and proper participation in the OSAS. Individual Certificate Holders may only access the system through use of a proper User Name and Password. Access rights terminate automatically upon termination of the employment of the Individual Certificate Holder or upon expiration or termination of the underlying contract between the contractor/employer and DPW. Access rights are limited to the Individual Certificate Holder and are nontransferable.





Edwin M. Lee, Mayor  
Mohammed Nuru, Director



Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

3. Access Information Protection. The Individual Certificate Holder is responsible for any transactions made using the Individual Certificate Holder's User Name and Password. The Individual Certificate Holder must secure and protect his/her access information from other parties. The Individual Certificate Holder must notify a representative at DPW immediately if he/she believes another person has improperly obtained your User Name and/or Password or has carried out unauthorized transactions. DPW may review, suspend, or revoke access privileges at any time and without notice. DPW may terminate access to the OSAS at any time, for any reason or no reason.

4. Limited Right to Use. The viewing, printing or downloading of any content, graphic, form or document from the OSAS grants Individual Certificate Holder only a limited, nonexclusive license for use solely for an authorized business use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for business use (but not for resale or redistribution).

6. Editing, Deleting and Modification. The OSAS is an approval system. It is not intended to be used for drafting, revising, modifying or negotiating Change Orders or Modifications. DPW has designed the OSAS so that once a document enters the system, it cannot be edited or modified in any way – other than to add an electronic signature by an Individual Certificate Holder. If modifications to a document are required, such modifications must be made outside of the approval system. Modifying or attempting to modify a document or content within the OSAS may be considered a material breach of this Agreement and may result in terminating access to the OSAS or other legal or administrative action by the City and County of San Francisco.

7. Indemnification. The Individual Certificate Holder agrees to indemnify, hold harmless, and defend the City and County of San Francisco, its Department of Public Works, its boards, commissions, officers, directors, employees and agents from any and all losses or claims directly or indirectly arising out of or related to the use of the OSAS by the Individual Certificate Holder.

8. Disclaimer. The information from or through the OSAS is provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The OSAS, information and services may contain bugs, errors, problems or other limitations. The City and County of San Francisco has no liability whatsoever for your use of the OSAS. Under no circumstances may the City and County of San Francisco be liable for any direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages, arising out of or related to use of the OSAS. The negation of damages set forth above is a fundamental element of the basis of the bargain between you and the City and County of San Francisco. The OSAS and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained from DPW through the OSAS shall create any warranty, representation or guarantee not expressly stated in this agreement. All responsibility or liability for any damages caused by viruses contained within the electronic file



Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

containing the form or document is disclaimed. DPW will not be liable for any incidental, special or consequential damages of any kind that may result from use of or inability to use the OSAS.

**9. Transactions and Use of Information.** The Individual Certificate Holder acknowledges and agrees that DPW and the contractor shall use the information provided on the OSAS only to finally approve Change Orders and Modifications which shall operate to modify an existing public work contract.

**10. Copyright.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the OSAS are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Online System, except as allowed by Section 4 above, is strictly prohibited. The Individual Certificate Holder does not acquire ownership rights to any content, document or other materials viewed through the OSAS. The posting of information or materials on the OSAS does not constitute a waiver of any right in such information and materials.

**11. Privacy Policy.** The DPW Privacy Policy, as it may change from time to time, is available on the DPW Website, at [www.sfgov.org/dpw](http://www.sfgov.org/dpw).

**12. Personal and Business Information.** The Individual Certificate Holder represents and warrants that all personal and/or business information provided to DPW is true and complete. The Individual Certificate Holder further acknowledges that DPW relied upon such information in authorizing use of the OSAS. Providing false information for the purpose of gaining access to the OSAS may be considered a false claim and may be grounds for civil penalties or criminal prosecution.

**13. Links to other Web Sites.** The OSAS may contain links to other Web sites. DPW is not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web Site on the OSAS does not imply approval or endorsement of the linked Web Site by the City and County of San Francisco. If the Individual Certificate Holder decides to leave the OSAS and access any third-party sites, he/she does so at his/her own risk.

**14. Severability.** In the event any portion of this Agreement shall be determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**15. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California.

///  
///  
///  
///

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013,



Edwin M. Lee, Mayor  
Mohammed Nuru, Director



Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

in \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Individual Certificate Holder (signature)

\_\_\_\_\_  
Driver's License Number or other official State or Federal Identification

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Electronic Mail Address

If the Individual Certificate Holder is not an officer, director, owner, or principal of the agency or contractor, both firms of the joint venture are required to provide signatures below to indicate approval by the employer/contractor:

Joint Venture Company 1:

Signature: \_\_\_\_\_

Name:

Title:

Joint Venture Company 2:

Signature: \_\_\_\_\_

Name:

Title:



Edwin M. Lee, Mayor  
Mohammed Nuru, Director



Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

**Online System Security Agreement**

This Agreement, entered effective \_\_\_\_\_, 2013, is between the City and County of San Francisco, Department of Public Works ("DPW"), and

\_\_\_\_\_ [print name]  
(the "Individual Certificate Holder"), a principal or employee of

The person identified above represents that he or she is authorized by his or her agency, company, or employer to be an Individual Certificate Holder and to use the DPW Online Signature Access System (the "OSAS") on behalf of the agency, company, or employer.

The Online System is a secure system for approval of public work Contract Change Orders, Professional Services Modifications, HRC Forms, Payments, and Contract Service Orders (CCOs, Mods, HRC, Payments, and CSOs), and is for use only by authorized DPW personnel and DPW contractor representatives. DPW issues CCOs, HRC, Payments, and CSOs, under public work contracts between DPW and a contractor. The purpose of the OSAS is to facilitate signatures by necessary parties on CCOs, HRC, Payments, and CSOs, which contain final terms. DPW and the Individual Certificate Holder acknowledge mutual valuable consideration in having access to the OSAS in efficiently administering DPW public work contracts.

In order to preserve the integrity of the OSAS for all users and to maximize the efficiencies of online CCOs, Mods, HRC, Payments, and CSOs, approvals, all Individual Certificate Holders must agree to abide by the security measures set forth in this Agreement. By using the OSAS, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use the OSAS.

**1. Acceptance of Agreement.** The Individual Certificate Holder agrees to the terms and conditions outlined in this Online System Security Agreement (the "Agreement") with respect to the OSAS. This Agreement constitutes the entire and only agreement between DPW and the Individual Certificate Holder concerning the use of the OSAS. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the OSAS, the content, products or services provided by or through the OSAS, and the subject matter of this Agreement.

**2. Access Rights.** Access rights are conditioned upon acceptance of this Agreement and proper participation in the OSAS. Individual Certificate Holders may only access the system through use of a proper User Name and Password. Access rights terminate automatically upon termination of the employment of the Individual Certificate Holder or upon expiration or termination of the underlying contract between the contractor/employer and DPW. Access rights are limited to the Individual Certificate Holder and are nontransferable.



Edwin M. Lee, Mayor  
Mohammed Nuru, Director



Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

3. Access Information Protection. The Individual Certificate Holder is responsible for any transactions made using the Individual Certificate Holder's User Name and Password. The Individual Certificate Holder must secure and protect his/her access information from other parties. The Individual Certificate Holder must notify a representative at DPW immediately if he/she believes another person has improperly obtained your User Name and/or Password or has carried out unauthorized transactions. DPW may review, suspend, or revoke access privileges at any time and without notice. DPW may terminate access to the OSAS at any time, for any reason or no reason.

4. Limited Right to Use. The viewing, printing or downloading of any content, graphic, form or document from the OSAS grants Individual Certificate Holder only a limited, nonexclusive license for use solely for an authorized business use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for business use (but not for resale or redistribution).

6. Editing, Deleting and Modification. The OSAS is an approval system. It is not intended to be used for drafting, revising, modifying or negotiating Change Orders or Modifications. DPW has designed the OSAS so that once a document enters the system, it cannot be edited or modified in any way – other than to add an electronic signature by an Individual Certificate Holder. If modifications to a document are required, such modifications must be made outside of the approval system. Modifying or attempting to modify a document or content within the OSAS may be considered a material breach of this Agreement and may result in terminating access to the OSAS or other legal or administrative action by the City and County of San Francisco.

7. Indemnification. The Individual Certificate Holder agrees to indemnify, hold harmless, and defend the City and County of San Francisco, its Department of Public Works, its boards, commissions, officers, directors, employees and agents from any and all losses or claims directly or indirectly arising out of or related to the use of the OSAS by the Individual Certificate Holder.

8. Disclaimer. The information from or through the OSAS is provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The OSAS, information and services may contain bugs, errors, problems or other limitations. The City and County of San Francisco has no liability whatsoever for your use of the OSAS. Under no circumstances may the City and County of San Francisco be liable for any direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages, arising out of or related to use of the OSAS. The negation of damages set forth above is a fundamental element of the basis of the bargain between you and the City and County of San Francisco. The OSAS and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained from DPW through the OSAS shall create any warranty, representation or guarantee not expressly stated in this agreement. All



Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. DPW will not be liable for any incidental, special or consequential damages of any kind that may result from use of or inability to use the OSAS.

**9. Transactions and Use of Information.** The Individual Certificate Holder acknowledges and agrees that DPW and the contractor shall use the information provided on the OSAS only to finally approve Change Orders and Modifications which shall operate to modify an existing public work contract.

**10. Copyright.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the OSAS are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Online System, except as allowed by Section 4 above, is strictly prohibited. The Individual Certificate Holder does not acquire ownership rights to any content, document or other materials viewed through the OSAS. The posting of information or materials on the OSAS does not constitute a waiver of any right in such information and materials.

**11. Privacy Policy.** The DPW Privacy Policy, as it may change from time to time, is available on the DPW Website, at [www.sfgov.org/dpw](http://www.sfgov.org/dpw).

**12. Personal and Business Information.** The Individual Certificate Holder represents and warrants that all personal and/or business information provided to DPW is true and complete. The Individual Certificate Holder further acknowledges that DPW relied upon such information in authorizing use of the OSAS. Providing false information for the purpose of gaining access to the OSAS may be considered a false claim and may be grounds for civil penalties or criminal prosecution.

**13. Links to other Web Sites.** The OSAS may contain links to other Web sites. DPW is not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web Site on the OSAS does not imply approval or endorsement of the linked Web Site by the City and County of San Francisco. If the Individual Certificate Holder decides to leave the OSAS and access any third-party sites, he/she does so at his/her own risk.

**14. Severability.** In the event any portion of this Agreement shall be determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**15. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California.

///

///

///



Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Department of Public Works  
Financial Management and Administration  
1155 Market Street 2<sup>nd</sup> Floor Room 222  
San Francisco, CA 94103-0903

Robert Carlson, Deputy Director

///

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
in \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Individual Certificate Holder (signature)

\_\_\_\_\_  
Driver's License Number or other official State or  
Federal Identification

\_\_\_\_\_  
Business Address  
\_\_\_\_\_

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Electronic Mail Address

If the Individual Certificate Holder is not an officer,  
director, owner, or principal of the agency or  
contractor, the signature below indicates approval by  
the employer/contractor:

\_\_\_\_\_  
Name:

Title:

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX J**

Request for User ID & Access





**Request for User ID & Access**

Instructions:                    Make a selection by placing an "X" below.

- Add New User                     Remove Access                     Change Access

**Users Role:**  Approval (Signature & Approval)

**System:**  Contract Service Order    Contract Change Order    Modifications    HRC/Payments

Fill in all the following information. **Incomplete forms will not be processed.**

<i>User's Last Name</i>	<i>User's First Name</i>	<i>User's Middle Initial</i>
<i>User's E-mail Address</i>		
<i>User's Telephone #</i>		

<i>Contractor Name</i>	<i>Contractor Address</i>	<i>Department</i>

<i>User's Principal/Owner name (person approving this request)</i>		<i>Date of Request</i>
<b>Name:</b>	<b>Signature:</b>	
Principal/Owner telephone number		
<p><b><i>Form Submission and Management signature Constitutes acceptance of SFPDW Policies for Access and Usage by the Contractor and its employees.</i></b></p> <p>It is the responsibility of the authorizing vendor Manager to notify DPW security <u>Immediately</u> Prior to termination of the employee to have Access discontinued.</p>		
<b>DPW System Security Use Only</b>		
User ID:	Completed by:	

**Return To:** Department of Public Works  
 1155 Market Street Rm 222  
 San Francisco, CA 94103  
**Attn: Michael Lat**  
**Ph: 415-554-4064**  
**Email: michael.lat@sfdpw.org**

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX K**

Proposals Evaluation Criteria and Oral Interview Evaluation Form

Proposals and interviews will be evaluated using the following criteria to determine the firm that is the most qualified to perform the scope of work indicated in this RFP.

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**PROPOSALS EVALUATION FORM**

Consultant \_\_\_\_\_

Panel Member/Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Criteria	Maximum Points	Score
<p>A. Team Composition and Approach <b>(8 page limit excluding work plan, 20 points total)</b></p> <p>Describe staff and resource availability</p>	20 points total	
Comments:		
<p style="text-align: center;">1                          10                          20</p> <p style="text-align: center;">Marginal                          Meets                          Exceeds</p>	<b>A. Total:</b>	

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**PROPOSALS EVALUATION FORM  
(Continued)**

Consultant \_\_\_\_\_

Panel Member/Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Criteria	Maximum Points	Score
<p><b>B. Consultant's work experience (24 page limit excluding resumes, 40 points total, 8 points per project, and 2 points maximum per reference)</b></p> <p>Project # 1 _____</p> <p>Project # 2 _____</p> <p>Project # 3 _____</p> <p>Project # 4 _____</p> <p>Reference #1</p> <p>Reference #2</p> <p>Reference #3</p> <p>Reference #4</p>	<p>40 points total</p> <p>A maximum of 8 points per project and 2 points per reference</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>
Comments:		
<p>1                                  4                                  8 per project</p> <p>Marginal                                  Meets                                  Exceeds</p>	<b>Project Subtotal:</b>	
<p>0                                  2 per reference</p> <p>Unverifiable                                  Verifiable</p>	<b>B. Total: (Projects + References)</b>	

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**PROPOSALS EVALUATION FORM  
(Continued)**

Consultant: \_\_\_\_\_

Panel Member/Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Criteria	Maximum Points	Score
<b>C. Subconsultants work experience (a 16 page limit, 20 points total, and 5 points maximum per project)</b>  Project # 1 _____ Project # 2 _____ Project # 3 _____ Project # 4 _____	20 points total       A maximum of 5 points per project	1. _____ 2. _____ 3. _____ 4. _____
Comments:		
1                                  2                                  5 per project  Marginal                                  Meets                                  Exceeds	<b>C. Total:</b>	

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

**PROPOSALS EVALUATION FORM  
(Continued)**

Consultant: \_\_\_\_\_

Panel Member/Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Criteria	Maximum Points	Score
D. Strategy for achieving CEQA compliance within City schedule (a 5 page limit)	<b>15 points total</b>	
Comments:		
2                      4                      6                      8                      10 Marginal                      Meets                      Exceeds	<b>D. Total:</b>	
E. Completeness, other required submittals of the Qualifications	<b>5 points total</b>	
Comments:		
1    3    5 Marginal    Meets    Exceeds	<b>E. Total:</b>	
<b>Total Consultant Score:</b>	100 points maximum	

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**ORAL INTERVIEW EVALUATION FORM**  
(SUBJECT TO CHANGE)

<i>CRITERIA:</i>	<i>SCORE: max. 100 points</i>
<i>A. Team Presentation</i>	
<ul style="list-style-type: none"> <li>• Strengths and experience in providing the scope of services</li> <li>• Team organization</li> <li>• History of team members working together on similar projects.</li> <li>• History of team members working integrally with government entities to deliver similar services.</li> </ul>	15
<i>B. LBE Integration</i>	
<i>Specific commitment to genuine integration and mentorship of included LBE firms</i>	10
<i>C. During interview the panel will ask the consultant three (3) to five (5) Questions</i>	
<i>Total for the (3-5) Questions</i>	75
<i>D. Evaluation subtotal</i>	
<i>E. CMD Rating Bonus</i>	
<i>F. Total net score</i>	
<i>Scoring Bands for each Criteria: Significantly Exceeds Expectations (100 - 90); Excellent (89 - 60); Good (59 - 40); Acceptable (39 - 20); Poor (19 - 10); Non-Responsive (0).</i>	

**REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW SERVICES  
REHABILITATION AND DETENTION FACILITY PROJECT**

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**APPENDIX L**

Sample Agreement between the City and County of San Francisco



**City and County of San Francisco  
Department of Public Works  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, California 94102**

**Agreement between the City and County of San Francisco and**

This Agreement is made this 3rd day of March, 2014, in the City and County of San Francisco, State of California, by and between: \_\_\_\_\_, 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 Public Works, hereinafter referred to as "Director"

**Recitals**

WHEREAS, the **Department of Public Works** ("Department") wishes to provide \_\_\_\_\_; The City and County of San Francisco (CCSF) Department of Public Works (DPW) announces a Request for Proposals (RFP) from qualified firms to provide environmental review services in conformance with provisions of the California Environmental Quality Act, and issued an award of contract DPW Order # \_\_\_\_\_ dated effective \_\_\_\_\_; and,

**[If you conducted an RFP for this service, then include the next recital paragraph. Delete it if this contract falls under an exception to the RFP rule, such as if this contract is a sole-source contract or it is for less than \$29,000.]**

WHEREAS, a Request for Proposal ("RFP") was issued on \_\_\_\_\_, 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 \_\_\_\_\_ on \_\_\_\_\_;

Now, THEREFORE, the parties agree as follows:

**Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement and Specifications, it shall have the meaning herein set forth.

**AUTHORIZATION** Contract Order of the City and County of San Francisco properly executed by the Director, Director of Purchasing, and Director of Administrative Services, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

CITY ADMINISTRATOR	City Administrator of the City and County of San Francisco.
CITY	City and County of San Francisco, a municipal corporation.
CONTRACTOR	
CONTROLLER	Controller of the City and County of San Francisco.
DIRECTOR	Director of Public Works of the City and County of San Francisco.
WORK	The work to be done in providing the services under a CSO as described and specified in Appendix A.

### **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 \_\_ days from the date of certification from the Controller.

### **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 generally provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

### **5. Compensation**

The City shall compensate the Contractor only for those services performed under authorized CSOs. The Contractor acknowledges and agrees that no minimum compensation is assured under this Agreement.

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 Director of Public Works, 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 \$500,000.00 (\$500,000 DOLLARS). 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 the **Department of Public Works** 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.

**[If the contract will involve the use of subcontracts, then include the following two paragraphs:]**

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC 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 HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC 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.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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.

**[Section 9 is required only if the contract involves state or federal funds. If no state or federal funds are involved, then leave the section number and replace the title and text of the section with the indicated language, so that the result reads: “9. Left blank by agreement of the parties. (Disallowance)”]**

## **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 “possessory 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.

**→ This applies to Sec. 13. The City may be liable+ for monetary penalties under the Occupational Safety and Health Act (OSHA). Under certain circumstances, the City may be cited for injuries to Contractor's employees working for City. The Department should check with the City Attorney's office to help delineate the responsibility for safety of the workplace according to the particulars of this contract.**

## **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**

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:

➔ **The following types and amounts of insurance are those most commonly required in City contracts, but departments should tailor the types and amounts of insurance to the particular risks of each contractor's services. For example, if the contractor would deliver fuel, transport hazardous waste, or operate aircraft, higher policy limits would be necessary. Please contact the City's Risk Manager with specific questions, and do this early in the contracting process, such as before a bid or RFP is made public.**

**Any reductions below these coverages require the approval of the City's Risk Manager.**

**It is important to avoid unnecessarily high insurance requirements, which could be a barrier to small businesses and LBEs doing business with the City.**

- 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.

➔ **Contractors that must be State-licensed as professionals to perform services, i.e., architects, engineers, certified public accountants, etc., shall provide professional liability insurance, also**



**known as errors-and-omissions coverage. If the contractor is such a professional, then include (4). If the contractor is not such a professional, then omit (4).**

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.

**➔ The following subparagraph j. is optional. For example, if the Contractor is going to use a subcontractor to perform the job under the Agreement, then include subparagraph i. in the Agreement.**

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 Contractor listed as additional insureds.

→ **Do not insert subparagraph k. until after a waiver has been granted by the Risk Manager.**

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

→ **This applies to Sec. 16. If the Contractor is NOT a design professional (an architect, a landscape architect, or an engineer), then use the first version of Section 16 (which has no subsections) and delete the second version (which has subsections a., b. and c).**

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

→ **If the Contractor IS a design professional (an architect, a landscape architect, or an engineer), then use the following version of Section 16 (which has subsections a., b. and c.) and delete the preceding version.**

## **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

➔ **Section 19 is optional: it may be deleted if there are no time-sensitive milestones for the contractor's performance, or if the department concludes that liquidated damages are not required under the particular circumstances of the contract. If this section is deleted, please leave the section number and replace the title and text with the indicated language, so that the result reads: "19. Left blank by agreement of the parties. (Liquidated damages)"**

**If this section is left in, then fill in the liquidated damages amount and make sure Appendix A includes measurable standards for the imposition of 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.     | 37. Drug-free workplace policy        |
| 10. Taxes   | 53. Compliance with laws              |
| 15. Insurance                                       | 55. Supervision of minors             |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment                                      | 58. Graffiti removal                  |

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:

- |   |   |
|---|---|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification   | 51. Construction  |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City   | 56. Severability  |
|   | 57. Protection of private information                   |

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:                   Department of Public Works  
**Division of Contract Administration**  
 1155 Market Street, 4<sup>th</sup> Floor  
 San Francisco, CA 94103

To Contractor:

Any notice of default must be sent by registered mail.

From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

### 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. Intentionally Left Blank (Earned Income Credit (EIC) Forms)****33. Local Business Enterprise Utilization; Liquidated Damages**

Effective July 1, 2012, the Mayor transferred all of the duties and functions of the Human Rights Commission (“HRC”) and the Director of the HRC under Administrative Code Chapter 14B, with the exception of the authority of the Director of the HRC set forth in Section 14B.9(D) and 14B.17(F), and



administration of the Chapter 12B Equal Benefits Ordinance from the HRC to the Contract Monitoring Division of the Office of the City Administrator. Until Chapter 14B is amended to reflect the transfer, all references in the Ordinance and implementing Rules and Regulations to the “Director” shall refer to the Director of the CMD, and all references to the Human Rights Commission shall refer to the City Administrator.

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 Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of HRC”) 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 HRC 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 HRC 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 HRC or the Controller upon request.

**[If the contract will involve the use of subcontracts, then include subparagraphs (2), (3) and (4). If the contract will not involve subcontracts, then omit (2), (3), and (4) and delete the subsection title above, “(1) Enforcement,” but keep the text of the subparagraph.]**

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 HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC 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 HRC 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 HRC 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 HRC 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 HRC 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 HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**e. Incorporation of Administrative Code Provisions by Reference**

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

**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](http://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](http://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.

**➔ The requirements of Chapter 83 apply to: (a) entry level positions for work performed by a contractor in the City; (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties; (c) entry level positions for work performed on the contract on property owned by the City; and (d) entry level positions for work done under a permit authorization on a development project in the City. If the contract amount is \$50,000 or less, then §45 should read "Left blank by agreement of the parties. (First source hiring program)" If the contract amount is more than \$50,000, then you must call the First Source Hiring Administrator (401-4960) to review whether Chapter 83 will apply to the contract. If it does, then insert §45. If the First Source Hiring Administrator grants a waiver, then §45 should read "Left blank by agreement of the parties. (First source hiring program)"** **NOTE: IF USING THIS TEMPLATE FOR INFORMAL CONSTRUCTION SERVICES, §45 WOULD NOT APPLY BECAUSE INFORMAL CONTRACT THRESHOLDS ARE LESS THAN \$114,000 WHILE THE FSH CONSTRUCTION THRESHOLD IS \$350,000 OR MORE**



➔ **This applies to Sec. 45, First Source Hiring Program. If this is a PROFESSIONAL SERVICE (AS-NEEDED, FORMAL, INFORMAL, etc.) contract, then use the first version of Section 46 (which has no subsections) and delete the second version (which has subsections a through f). Please use the First Source Hiring Form “First Source Hiring Agreement for Professional Services”.**

**45. First Source Hiring Program**

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: A 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:

Contractor Fee Schedule	Number of Trainees to be Hired (over the life of the contract)
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in Contractor fees, add one additional Trainee)	

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 will 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 not be based on each individual Contract Service Order (CSO) but rather from the total number of CSOs issued to the Contractor. Since a Contractor does not know when or how many CSOs will be issued, the Contractor shall hire Trainees only if the increase in CSOs creates entry-level 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.

➔ **If this is a GENERAL SERVICE contract, then use the following version of Section 45 (which has subsections a through f) and delete the preceding version. Please use the First Source Hiring Form "NON-CONSTRUCTION FIRST SOURCE EMPLOYER'S PROJECTION OF ENTRY LEVEL POSITIONS".**

#### **45. First Source Hiring Program**

##### **a. Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83. For questions, contact Ian Fernando at (415) 581-2301.

##### **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. **[If the contract amount is \$50,000 or more, then add the following sentence:]** Contractor shall cooperate with Department to submit to the Director of HRC 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% (HRC 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.

**➔ If the contract will involve the contractor or subcontractors providing services involving direct supervision of minors, then insert §55. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, §55 should read, "55. Left blank by agreement of the parties. (Supervision of minors)"**

**55. Supervision of Minors**

Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**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. Graffiti Removal**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.



**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.

➔ **Insert §60 for any contract in which the contractor is providing (1) insurance or insurance services, (2) financial services, or (3) textiles, unless the contractor falls within an exception (see Admin. Code Section 12Y.3). Otherwise, §60 should read "Left blank by agreement of the parties. (Slavery era disclosure)"**

**60. Slavery Era Disclosure**

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

**61. Electronic Contract Modification Approval Processing**

Contract Modifications (Mods) will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.

**62. 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.

**63. Dispute Resolution Procedure.**

A Dispute Resolution Procedure is attached under the Appendix **[enter the appendix letter]** to address issues that have not been resolved administratively by other departmental remedies.

**64. Automated Clearing House (ACH) “electronic” payments**

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

***THIS SECTION INTENTIONALLY LEFT BLANK***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

Recommended by:

\_\_\_\_\_, Contract Manager

\_\_\_\_\_, Name

\_\_\_\_\_, Division Manager

\_\_\_\_\_, Address

Edgar Lopez, City Architect and Deputy Director

\_\_\_\_\_, City State Zip

Approved as to Form:  
Dennis J. Herrera  
City Attorney

I have read and understood Sec. 31, 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.

By \_\_\_\_\_  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Mohammed Nuru, Director of Public Works

By \_\_\_\_\_  
Signature

Approved: \_\_\_\_\_

\_\_\_\_\_, Name Title

\_\_\_\_\_, Area Code Phone Number

\_\_\_\_\_, Area Code Phone Number

Appendices

\_\_\_\_\_, Federal Employer Number

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

**[If you obtained an insurance waiver from the Risk Manager, then list Appendix C here:]**

[C: Insurance Waiver]

**➔ In the footer, the page number should match the “of” number, such as “27 of 27.”**



## Appendix A Services to be provided by Contractor

### 1. Description of Services

[This section should refer to any proposal submitted by Contractor in response to a City request for proposals, if applicable, as follows:]

Contractor agrees to perform the following services:

[If there is no response to a Request for Proposals to refer to, or where the final negotiated scope is in any way different from the response to a Request for Proposals, insert or attach a detailed description of services to be provided by Contractor. The description should be adequate to allow objective measurement of the Contractor's progress on the services to be provided, such as a detailed narrative of the goals of the contract, measurable tasks or deliverables, milestones or timelines. In completing this section, attempt to answer the following questions:

1. Who is providing the services? Include the legal name of organization or individual. Is there more than one service provider?
2. When will the services be provided? Dates, times, how frequently (e.g., thrice per week) if on an on-going basis.
3. What is the service provider providing? Use concrete description.
4. How will the Services be evaluated?
  - \* Will project manager monitor and log in that Consultant performed said Service?
  - \* Project end report?
  - \* Analysis report by the Consultant?
5. Where will the Services be provided?

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 Department of Public Works will be Jumoke Akin-Taylor.