

City and County of San Francisco

Request for Proposals for

Design Services for Potrero Gateway Park - The Loop
(Phase 1)

(#1000005864 – PW Dsgn Svc Potrero Gtwy Prk)



Date issued:
Proposal due:

July 18, 2017
3:00 PM, August 1, 2017

Request for Proposals for Design Services for Potrero Gateway Park - The Loop (Phase 1)

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SECTION I – INTRODUCTION

A. Background

The Potrero Gateway Park – The Loop (Potrero Gateway Park) project is an urban design proposal for a loop of continuous open spaces surrounding the 101-freeway on Potrero Hill between 17th and 18th Streets. The project area is on Caltrans and City of San Francisco property. Potrero Gateway Park will address neighborhood concerns of public health and safety by transforming the neglected right-of-way into accessible public spaces that offer a range of programs and experiences not offered elsewhere in the area. Potrero Gateway Park will also transform this major entryway into San Francisco as a defined and iconic gateway. The proposal was developed by the Potrero Gateway Loop Steering Committee (the Steering Committee) with Bionic, a San Francisco based landscape architecture and planning firm, through a year long community process. The committee involved critical agencies including San Francisco Public Works (Public Works), Caltrans, San Francisco Municipal Transportation Agency (MTA), and the San Francisco Parks Alliance throughout the process. The project is supported by Supervisor Malia Cohen, the Potrero Boosters, local businesses, and neighbors. Additionally, with the passage of the Dogpatch Northwest Potrero Hill Green Benefit District (GBD), maintenance for the new urban park is promised for the next 10 years.

The community's vision for the Potrero Gateway Park is to create a green community gathering space with pedestrian pathways from Vermont Street to San Bruno Avenue under the freeway overpass; with public art, pedestrian lighting, trees, gardens and shade, that would contribute to pleasant walks and spaces to pause and connect with others. Other park amenities envisioned include educational elements about the ecology, including plant life, geology and water issues. The new open space also has been envisioned as a place to accommodate future small businesses in shipping container spaces on the north side of 17th Street. Realization of all phases of the Potrero Gateway Park project would establish a community gateway with places to sit and enjoy refreshments purchased from the small businesses and to connect with neighbors, coworkers or colleagues.

More information regarding the project can be found here: <http://www.potrergatewaypark.org/>

B. Project Goals

In 2011, the neighborhood formed the Steering Committee to address the existing conditions. Through community meetings, an ideas competition, and 6 years of previous efforts, the Committee identified three main objectives:

- i. Promote public health, safety, and welfare by creating open spaces, improving accessibility, and providing maintenance around the freeway.
- ii. Provide a range of programs, park amenities, and recreation spaces for the neighborhood and the city.
- iii. Improve pedestrian and bicycle circulation above, below, and around the freeway.



C. Contract Award and Other Requirements

The City and County of San Francisco (City), San Francisco Public Works (Public Works) seeks to retain a consultant to assist in the design services for the Potrero Gateway Park project.

The result of this RFP, through the evaluation and selection process, will be an agreement with the selected consultant firm or team. The initial term of this agreement shall be three (3) years with the option to modify for up to two (2) additional years, with a not to exceed value of up to \$400,000. The City reserves the right to change the number of contracts and contract amount limit to be awarded.

This RFQ sets forth the qualifications needed, describes the submittal requirements, establishes the criteria for selection and defines the selection process and provides a Sample Agreement for Professional Services (Appendix F, issued as a separate document) used by the City.

Consultants with billing classifications subject to prevailing wages on public works projects may not be awarded a contract unless such Consultants are registered with the Department of Industrial Relations (DIR) at the time of award. Please visit the DIR website for more information: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.



SECTION II – TENTATIVE RFP SCHEDULE

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	July 18, 2017
Deadline for submission of written questions or requests for clarification	July 26, 2017
Proposals due	By 3:00 P.M., August 1, 2017
Oral interview with firms selected for further consideration* (if necessary)	Week of August 7, 2017
Notification of Results*	Week of August 14, 2017

*Note: Dates and times are tentative and may be subject to change.



SECTION III – PROJECT DETAILS

A. Conceptual Design to Date

In 2013 the neighborhood formed a committee to create a park using the right-of-way land. Through a Request for Proposals (RFP) process, the committee chose Bionic, a planning and landscape architecture firm, to work with the community to design Potrero Gateway Park. The committee raised funding to hire Bionic. A neighborhood church opened its large auditorium and welcomed the committee and Bionic to host four community design meetings in 2014, attended by over 100 people. When the conceptual design was complete, the community held a fundraising event to fund a construction estimator to develop a cost estimate for the project and conducted ongoing fundraising and outreach for the project. The steering committee also asked for support from the District 10 (D10) Supervisor, who arranged a presentation with the Director of Public Works. As a result, Public Works assigned one of their Project Manager's (PM) to this project. With a completed conceptual design and a City PM on the team, coordination with Caltrans began in 2015. There have been five meetings with a Caltrans team, including landscape architects, engineers and project managers, to provide preliminary review of the conceptual design and determine which parts of the project would be approved by Caltrans. Bionic, Potrero Gateway Park, the Steering Committee and Public Works were successful in receiving funding from the Complete Neighborhoods Grant Program (\$200,000), Proposition AA (\$300,000) and approval from the Eastern Neighborhoods Public Benefit Fund (\$1.75M).

In addition to the work designing the park, the neighborhood helped create the Dogpatch and Northwest Potrero Hill Green Benefit District (GBD). This GBD will last for a minimum of 10 years and will take responsibility for maintaining the park once it is completed.

More information regarding the Conceptual Design can be found here:
<http://www.potrergatewaypark.org/the-plan/>

B. Project Locations

Phase 1 of Potrero Gateway Park includes a 0.75-acre section of the 2 acre Loop project (see Appendix B: Project Location Map). The Phase 1 segments include 17th, San Bruno and Vermont Streets, and are located in the middle of one of the most rapidly developing areas in the city. At the crossroads of the Mission, Potrero Hill and Mission Bay neighborhoods, it is in the center of what is quickly becoming the primary pedestrian and bicycle route (along 17th Street) from the Mission District and 16th Street Bart Station to Mission Bay District and the developing area for the new Warriors Stadium.

Phase 1 of the Potrero Gateway Park consists of work in three of the five areas of the complete vision: San Bruno Avenue, under the 101 Freeway at 17th and Vermont Streets.

1. San Bruno Plaza

San Bruno Avenue from 17th Street to Mariposa Street, presents a large right-of way area starting at 17th Street and narrowing greatly as it reaches Mariposa Street. The eastern sidewalk only goes half the length of the street while the distance from the sidewalk to the freeway shortens as you travel southward. The right-of-way originally contained many trees, which are now gone because of fires and lack of tree maintenance. This area, once opened, can provide additional pathways into Potrero Gateway Park. Elements include, but are not limited to:



Streetscape:

- New sidewalks
- Bulb-outs
- Lighting
- Street trees

Open Space:

- ADA-accessible paths
- Living Screen Pilot Project
- Planted terraces
- Furnishings: bike racks, benches, waste receptacles
- Terraced seating
- Planting
- Lighting
- Iconic fence
- Signage & Wayfinding

2. 17th Street Corridor

In an effort to connect both sides of the neighborhood and provide an safe passageway under a currently dark and unappealing freeway underpass, the Potrero Gateway Park project intends to add lighting, art and infrastructure improvements, including improvements that will support container businesses on the north side of 17th Street, to transform the passageway into an attractive route for pedestrians and cyclists. The elements of this area include, but are not limited to:

Streetscape:

- New sidewalks
- Bulb-outs
- Striped bike lanes
- Paint underside of freeway
- Lighting
- Furnishings: bike racks, benches, waste receptacles
- Street trees

Open Space:

- ADA-accessible paths
- Stair to mid-slope
- Lighting
- Fence
- Signage & Wayfinding

3. Vermont Street Plaza

The Vermont Street right-of-way is separated from the freeway by a sound wall that, since it is on the top of the hill, reduces the sound in the lower area considerably. This area, with great views of the city, offers significant open space. The elements of this area include, but are not limited to:

Streetscape:

- New sidewalks
- Bulb-outs



- Lighting
- Street Trees

Open Space:

- ADA accessible path to San Bruno Avenue
- Steps to terrace
- Furnishings: bike racks, benches, waste receptacles
- Planted terraces
- Terraced seating
- Planting
- Lighting
- Fence
- Signage & Wayfinding



SECTION IV – SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The Potrero Gateway Park, Phase I, will include street and open space improvements on Caltrans and Public Works rights of way. The improvements on Public Works right of way include sidewalk widening and bulbouts, pedestrian lighting, new trees and shrubs, reconfiguration of parking on some streets, and roadway striping for a bike lane. The improvements on Caltrans right of way include tree and shrub planting, lighting, fully accessible pathways, stairway terraces, and park furnishing including seating, trash receptacles, and bike racks. There will also be a vegetated wall on Caltrans property adjacent to the San Bruno Avenue sidewalk. Proposers may suggest a modified scope as part of their proposal, if necessary. The Scope of work can be broken down by Tasks as follows:

A. Task 1: Project Initiation & Existing Conditions Analysis

1. Provide and/or review existing documentation and materials, as listed below:
 - a. Documents provided to the selected Proposer:
 - Conceptual Design Plan
 - Design Model
 - Potrero Gateway Park – The Loop Project Video
 - Gateway Art Program Conceptual Design
 - Topographic Site Survey (Public Works)
 - Tree Assessment Report (Public Works)
 - Cistern Feasibility at proposed Potrero Gateway Park
 - Existing Conditions (Facilities) Assessment Report
 - Caltrans Right-of-Way Maps
 - California Environmental Quality Act (CEQA) Assessment (Public Works/Planning Department)
 - b. Reports to initiate
 - Geotechnical Report
 - Maher Analysis (Public Works)
2. Work with Public Works and the Steering Committee to prepare project schedule
3. Review project goals and program
4. Review stakeholder roster and meet with Loop stakeholders, including Caltrans Maintenance, Public Works, the GBD and Steering Committee, to learn more about the project goals, opportunities, challenges, etc.

B. Task 2: Complete Project Concept Design

1. Review meeting minutes (meetings held by Caltrans, Public Works, and Bionic) to identify changes needed to the conceptual design.
2. Develop the Conceptual Design (CD) for the platform to support the Gateway Art Program. Work with the Steering Committee to understand the Art Program, its integration into the landscape design, and the platform requirements.
3. Provide meeting materials and facilitate community meeting process, including:
 - a. Community Meeting #1
 - Present final conceptual design and proposal for art platform*



- Present Gateway Art Program Conceptual Design (by others) and platform
- b. Community Meeting #2
 - Present project update and final conceptual design for the art platform*
**both community meetings will include Gateway Art Program concept presentations by the Steering Committee to develop the program in tandem with the art platform design.*
- 4. Update existing conceptual design diagrams, perspectives, and assessment reports as required to explain the final conceptual design. The existing conceptual design materials and work done at the community meetings shall be a starting point for these design explanations.
- 5. Provide required materials and secure approvals from:
 - a. Regulatory Approvals
 - Public Works Access Coordinator (ADA)
 - CEQA Approvals in coordination with Public Works
 - b. Caltrans Approvals for Encroachment Permit in coordination with Public Works and the GBD
 - Traffic
 - Engineering
 - Landscape
 - c. Public Works approvals
 - Public Works Approval of Completed Conceptual Design
 - d. Municipal Transportation Agency (MTA) approvals
- 6. Task 2 Deliverables
 - a. Community & Regulatory Meeting/Presentation Materials
 - b. Meeting minutes of all internal meetings and reviews, except community meetings.
 - c. Final Conceptual Design Documents & Report

C. Task 3: Schematic Design

1. Develop Schematic Design (SD) level drawings and outline specifications based on the approved concept plan, budget, Public Works Project Standards and Design Guidelines and Caltrans design standards. Incorporate comments received from the Steering Committee, GBD, Public Works reviewers and project stakeholders.
Deliverables include, but is not limited to:
 - a. 100% Schematic Design Drawing Set
 - b. Specification summary of materials, building systems, etc. to describe design intent and for selection of equipment and systems
 - c. Schematic Design Cost Estimate
 - d. Basis of Design Document
2. Provide all required materials and secure regulatory review and approvals from:
 - a. Public Works Access Coordinator (ADA)
 - b. San Francisco Public Utilities Commission's (SFPUC) Stormwater Control Plan Preliminary Meetings and Reviews
 - c. Caltrans coordination and milestone review
3. The Steering Committee and Public Works coordination reviews and approvals:
 - a. Cost Estimate reconciliation meeting



- b. GBD maintenance schematic design approval
- c. Stakeholder & adjacent property owner reviews

D. Task 4: Design Development

1. Develop Design Development (DD) Documents and preliminary specifications based on approved schematic design, budget, and Public Works Project Standards and Design Guidelines and Caltrans standards. Incorporate comments received from various stakeholders including the Steering Committee, GBD and Public Works reviewers. Deliverables include, but is not limited to:
 - a. 50% Design Development Coordination Set
 - b. 100% Design Development Submittal (Drawings & Specifications)
 - c. 100% Design Development Cost Estimate
 - d. Draft Materials Board
2. Provide all required materials and secure regulatory reviews and approvals from:
 - a. CEQA Environmental Review/reconfirm DD, if necessary
 - b. Public Works Access Coordinator (ADA)
 - c. SFPUC Stormwater Control Plan, reconfirm Design Development with SFPUC
 - d. Caltrans coordination and milestone review
 - e. MTA Transportation Advisory Staff Committee (TASC), Public hearing and MTA Board approval
3. The Steering Committee and Public Works coordination reviews and approvals:
 - a. GBD Design Development approval (30% review)
 - b. Cost Estimate Reconciliation Meeting
 - c. Stakeholder & adjacent property owner reviews, including presentation to the Eastern Neighborhoods Community Advisory Committee, as needed

E. Task 5: Construction Documents

1. Develop Construction Documents and Specifications based on approved Design Development phase, budget, and Public Works Project Standards and Design Guidelines and Caltrans standards. Incorporate all comments received from the Steering Committee, GBD, and Public Works reviewers. Deliverables include, but is not limited to:
 - a. 60% Construction Documents Submittal (Drawings and Specifications)
 - b. 60% Construction Documents Cost Estimate
 - c. 90% Construction Documents Submittal (Drawings and Specifications)
 - d. 90% Construction Documents Cost Estimate
 - e. 100% Construction Documents Submittal (Drawings and Specifications)
2. Provide all required materials and secure regulatory approvals from:
 - a. Submit General Plan Referral request at 60% Construction Documents
 - b. Public Works Access Coordinator sign off (ADA)
 - c. Public Works & Bureau of Street Use & Mapping (BSM) submittal signoff & secure permits
 - i. Sidewalk Legislation
 - ii. Construction Permits



- d. SFPUC Stormwater Control Plan – Final Approval
- e. Caltrans Encroachment Permit submittal sign off to secure Encroachment Permit
- f. The Steering Committee and Public Works coordination reviews and approvals
- g. GBD maintenance, 60% & 90% reviews and approvals
- h. Cost Estimate Reconciliation Meeting
- i. Stakeholder & adjacent property owner reviews as needed
- j. Constructability Reviews coordinated through Public Works

F. Task 6: Bid and Award of Construction Contract

1. Provide Bid Documents, including any Addenda that need to be issued
2. Assist with Bid Advertisement, including responding to bidder questions and Requests for Information (RFIs)
3. Attend Pre-Bid Conference

G. Task 7: Construction

During construction, it is anticipated that the landscape architect will review the work and be available for any modifications that may be needed when an unexpected existing condition is discovered.

1. Perform all required Construction Administration duties during the construction phase.
2. Respond to design issues in the field, including answering RFIs and preparing sketches in a timely manner.
3. Make all revisions and changes to contract documents to correct errors and omissions as required.
4. Prepare Supplemental Instructions when appropriate.
5. Review submittals, shop drawings, test reports, and substitution requests.
6. Comment on and review potential change orders.
7. Attend job-site construction meetings.
8. Observe construction and prepare field observation reports.
9. Comment on schedule of values and contractor applications for payment based on construction progress.
10. Prepare punch lists.
11. Cooperate and coordinate with stakeholders, when required.
12. Participate in maintenance period site visits, when required.

H. Task 8: Closeout

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



I. Gateway Art Program-- Flexible Platform

A major component envisioned for Potrero Gateway Park is the inclusion of art related features that can energize this urban greenspace. The aim is to create a welcoming environment and engage everyone who passes through this highly trafficked part of the city. The hope is to make the park a destination, for those who live in the surrounding community, to explore and enjoy.

The scope of work included in this RFP is to design a flexible platform for art within the landscape to incorporate a rotating program of artwork over time. This platform should seek to give an artist a platform and necessary infrastructure on which to create artwork, that provides the flexibility they need to accommodate a variety of media and an environment for them to work with that is diverse, adaptable, and maintainable. In order to accomplish this, the platform should create systems that are flexible, simple, and modular. The design will focus on ensuring that the flexible platform facilities are designed to accommodate a long-term, diverse and rotating program of artworks.

- Work with the Steering Committee, community members, local artists and the design team to analyze the Project and develop opportunities to integrate public art. This includes identifying the required infrastructure and recommending sites for rotating works of art.
- Design a number of flexible platforms to enable an ongoing, rotating program of commissioned works for the Project site. This will include consideration of all infrastructural needs including technologic and spatial requirements and of the maintainability of the platform.
- Include all necessary plans, detail, and specification for the flexible platform in the construction documents for bidding.



SECTION V – SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by **3:00 P.M., on August 1, 2017**. Postmarks will not be considered in judging the timeliness of submissions. Proposals must be delivered in person and left to:

San Francisco Public Works
Contract Administration Division
ATTN: Tiffany Dea
1155 Market Street, 4th Floor
San Francisco, CA 94103

B. Submittal Package

Proposers shall submit the following:

1. **PROPOSAL:** One (1) signed original and five (5) copies in a sealed envelope clearly marked “RFP for Design Services for Potrero Gateway Park - The Loop (Phase 1) – Proposal” with the name of the Proposer.
2. **FEE SCHEDULE:** One (1) original and one (1) copy of the in a sealed envelope clearly marked “RFP for Design Services for Potrero Gateway Park - The Loop (Phase 1) – Fee Schedule” with the name of the Proposer.
3. **CMD FORMS:** One (1) original and one (1) copy of the CMD Forms in a sealed envelope clearly marked “RFP for Design Services for Potrero Gateway Park - The Loop (Phase 1) – CMD Forms” with the name of the Proposer. Refer to Appendix D.
4. **CONTRACT FORMS:** One (1) original and one (1) copy of the Contracts Forms in a sealed envelope clearly marked “RFP for Design Services for Potrero Gateway Park - The Loop (Phase 1) – Contract Forms” with the name of the Proposer. Refer to Appendix E.
5. **DIGITAL FILES:** Include a digital copy of all items 1-4, above, in PDF format on a USB flash drive, to be included in the same envelope as the Proposal.

C. Format

Please print double-sided, to the maximum extent practical, on 8 ½ x 11” recycled paper and bind the proposal with a binder clip, rubber band, or single staple. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. Please use clearly labeled tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial) with a minimum of 11-point font size, and that pages have margins of at least 1” on all sides (excluding headers and footers).

If your response is lengthy, please include a Table of Contents.

You must also submit an electronic version of the proposal.



D. Content

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

1. Introduction and Executive Summary (up to 3 pages)

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

The letter must include the following:

- a. Exact name of the company submitting the Proposal, business address, and name of Principals. In the event of a Joint Venture (JV), include the exact names of the firms, business addresses, and names of Principals, and identify the Lead Partner.
- b. A brief description of the firm, experience, and qualifications.
- c. A statement identifying all lead personnel, such as, Project Manager or Project Engineer, and that they are employees of your firm prior to the due date of the Proposals for this RFQ.
- d. A primary contact person for all communications pertaining to the Proposal, with office phone number, cellular phone number, e-mail address, and mailing address.

2. Project Approach (up to 5 pages)

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

- a. Overall scope of work by responding to the tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team; and
- d. Other recommendations in performing and/or providing the services for this project.

3. Firm Qualifications (up to 5 pages)

Clearly demonstrate that the Proposer, or Joint Venture Partners (if applicable), meet the minimum qualification requirements outlined in Section VI of this RFP. Provide sufficient information for the Selection Panel to evaluate the Proposer's ability to successfully complete the Tasks outlined in Section IV – Scope of Services.

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

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured (if applicable); and
- c. A description of not more than three (3) projects, similar in size and scope, completed within the last five (5) years, prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be



limited to one page for each project. If joint consultants or subconsultants are proposed, provide the above information for each.

- i. Provide a reference for each sample project listed. A reference may include the owner, project manager, or another person who can verify the involvement of the subject firm on the project listed. Include the full name, title, firm, address, phone number, email address of all references.
 - ii. The City reserves the right to check any, all, or none of the references submitted. The Proposer is responsible for providing accurate and verifiable contact information. Public Works will not be responsible for non-responsive references or references with incorrect contact information. Consultant shall sign and submit the "Release and Waiver Agreement" form (see Appendix E).
- d. A brief description of a design project you have worked on that required coordination with municipal and state departments such as Caltrans, City and County of San Francisco and a neighborhood community.

4. Team Qualifications (up to 8 pages)

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

5. References (up to 10 pages)

Provide references for the lead Proposer, lead project manager, and all subconsultants, including the name, address and telephone number of at least two (2) but not more than five (5) recent clients within the last five years (preferably other public agencies).

6. Fee Proposal

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal, in a separate sealed envelope, that includes the following:

- a. Total fee for each of the Tasks identified in the Scope of Work with a not-to-exceed figure; and
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work, if necessary.



SECTION VI – EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifications

Any proposal that does not demonstrate that the Proposer meets these minimum requirements by the deadline for submittal of Proposals will be considered non-responsive and will not be eligible for award of the contract:

- a. Prime Proposer must have current registration by the State of California as a certified Architect or Landscape Architect.
- b. Must have completed at least 2 projects, similar in size and scale to the Potrero Gateway Project, with other public agencies, including a public transportation agency.
- c. Must have completed at least 2 projects, similar in size and scale to the Potrero Gateway Project, that demonstrates strong community leadership with a robust community input process.

B. Written Evaluation

Proposals will be evaluated by a selection committee comprised of parties with expertise in park development using City services on Caltrans property. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Points	Max Points	Criteria
	30	Project Approach
	10	Understanding preliminary park concept design and the areas that need additional concept design for Phase 1
	5	Demonstrate experience with the Dogpatch and NW Potrero neighborhoods that is relevant for Phase 1
	10	Demonstrate an understanding of the community vision regarding the integration of art as well as environment protection concepts in Phase 1.
	5	Reasonableness of work schedule
	30	Firm Qualifications
	15	The strength of the applicant's design and execution abilities as demonstrated by completed similar projects.
	10	Experience working with Caltrans and/or City agencies in terms of the development process, procedures and permitting.
	5	Experience with projects involving Art and/or Environmental mitigation.
	20	Assigned Project staff and Lead
	10	Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person
	5	Professional qualifications and education
	5	Workload, staff availability and accessibility
	10	Experience of Firm and Subconsultants
	5	Expertise of the firm and subconsultants in the fields necessary to complete the tasks, including verification through reference checks
	5	Quality of recently completed similar projects, including adherence to schedules, deadlines and budgets
	10	Approach and Cost
	10	Overall cost of the proposed staff and efficiency of the budget for providing the requested services.
	100	Total Points



1. Project Approach (30 Points)

- a. Understanding preliminary park concept design and the areas that need additional concept design for Phase 1. Demonstrated an understanding of how Phase 1 fits into the full project design
- b. Demonstrate experience with the Dogpatch and NW Potrero neighborhoods that is relevant for Phase 1.
- c. Demonstrate an understanding of the community vision regarding the integration of art as well as environment protection concepts in Phase 1.
- d. Reasonableness of work schedule.

2. Firm Qualifications (30 points)

- a. The strength of the applicant's design and execution abilities as demonstrated by completed similar projects is considered important
- b. Experience working with Caltrans and/or City agencies in the development process, procedures and permitting.
- c. Experience with projects involving Art and/or Environmental mitigation.

3. Assigned Project staff and Lead (20 points)

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person
- b. Professional qualifications and education
- c. Workload, staff availability and accessibility

4. Experience of Firm and Subconsultants (10 points)

- a. Expertise of the firm and subconsultants in the fields necessary to complete the tasks
- b. Quality of recently completed similar projects, including adherence to schedules, deadlines and budgets

5. Approach and Cost (10 points)

- a. Overall cost of the proposed staff and efficiency of the budget for providing the requested services.

C. Oral Interview (50 Points) – If Needed

Following the evaluation of the written proposals, the City will determine if oral interviews are needed. In the case that oral interviews are needed, the City will short list up to three (3) proposers receiving the highest scores, who will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers. The criteria for the oral interview will consist of the proposer's project approach including, but not limited to, their understanding and grasp of the conceptual design; the project location and neighborhood context; understanding of the community process, especially as it relates to the art and environmental programs proposed; and lastly, the reasonableness of the schedule.



D. Final Selection Process

Selection will be based on the scores from the Oral Interview Evaluation. In the event that the oral interview evaluation process is cancelled, then the final scores will be based only on the written proposal evaluation scores.

The final scores will be submitted to the Contract Monitoring Division for application of any appropriate rating bonuses. This action by the Contract Monitoring Division will determine the final rankings.

The Public Works Contract Administration office will announce the final rankings by email.



SECTION VII – CONTRACT AWARD

A. Contract Award

The San Francisco Public Works will select a proposer with whom Public Works' staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, Public Works, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

In order to proceed with contract award, the following items are required, as applicable:

1. 12B Compliance of Prime Consultant or Joint Venture partners.
2. Business Tax Certificates of the Prime Consultant, or Joint Venture entity, if applicable.
3. City Vendor Identification numbers for the Prime Consultant, or Joint Venture entity.
4. Insurance of Prime Consultant, or Joint Venture Partners.
5. Registration with the State of California, Department of Industrial Relations website for prevailing wage trades, if applicable.



SECTION VIII – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to the Public Works' Project Manager, Kelli Rudnick, at: Kelli.Rudnick@sfdpw.org

C. Objections to RFP Terms

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

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Bid Addendum(s), which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s).

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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



H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

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

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

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

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's



net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach

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") shall apply to this RFP.

1. LBE Subconsultant Participation Goals

The LBE subconsulting participation requirement for this project is **20%** of the total value of the goods and/or services to be procured.

Pursuant to Sec. 14B.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 subcontract work on this project is as follows: **6.33% MBE; 5.50 WBE; 8.16% OBE**; Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this 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 subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting participation requirements can only be met with CMD-certified LBEs located in San Francisco.

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 ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by visiting: <http://sfgov.org/cmd/lbe-certification-0>. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 10% bid discount shall be applied to Small LBEs and Micro-LBEs bidding as primes; or
- b. A 5% bid discount will be applied to an SBA-LBE, except that the 5% discount shall not be applied at any stage if it would adversely affect a Small LBE or Micro-LBE bidder.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.



3. CMD Forms to be Submitted with Proposal

- a. All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2:
 - i. CMD Contract Participation Form,
 - ii. CMD “Good Faith Outreach” Requirements Form,
 - iii. CMD Compliance Affidavit,
 - iv. CMD Joint Venture Form (if applicable), and
 - v. CMD Employment Form.

If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

- b. Please submit one (1) original and one (1) copy of the CMD Forms in a sealed envelope clearly marked “RFP for Design Services for Potrero Gateway Park - The Loop (Phase 1) – CMD Forms” with the name of the Proposer. Refer to Appendix D.

If you have any questions concerning the CMD Forms, you may contact Ryan Young, the Contract Monitoring Division Contract Compliance Officer at 415-581-2301 or by email: Ryan.B.Young@sfgov.org.



SECTION IX – CONTRACT REQUIREMENTS

A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§10.5 in the Agreement); the Minimum Compensation Ordinance (§10.7 in the Agreement); the Health Care Accountability Ordinance (§10.8 in the Agreement); the First Source Hiring Program (§10.9 in the Agreement); and applicable conflict of interest laws (§10.2 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §10.7.

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First



Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

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

F. Conflicts of Interest

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

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



SECTION X – PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

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

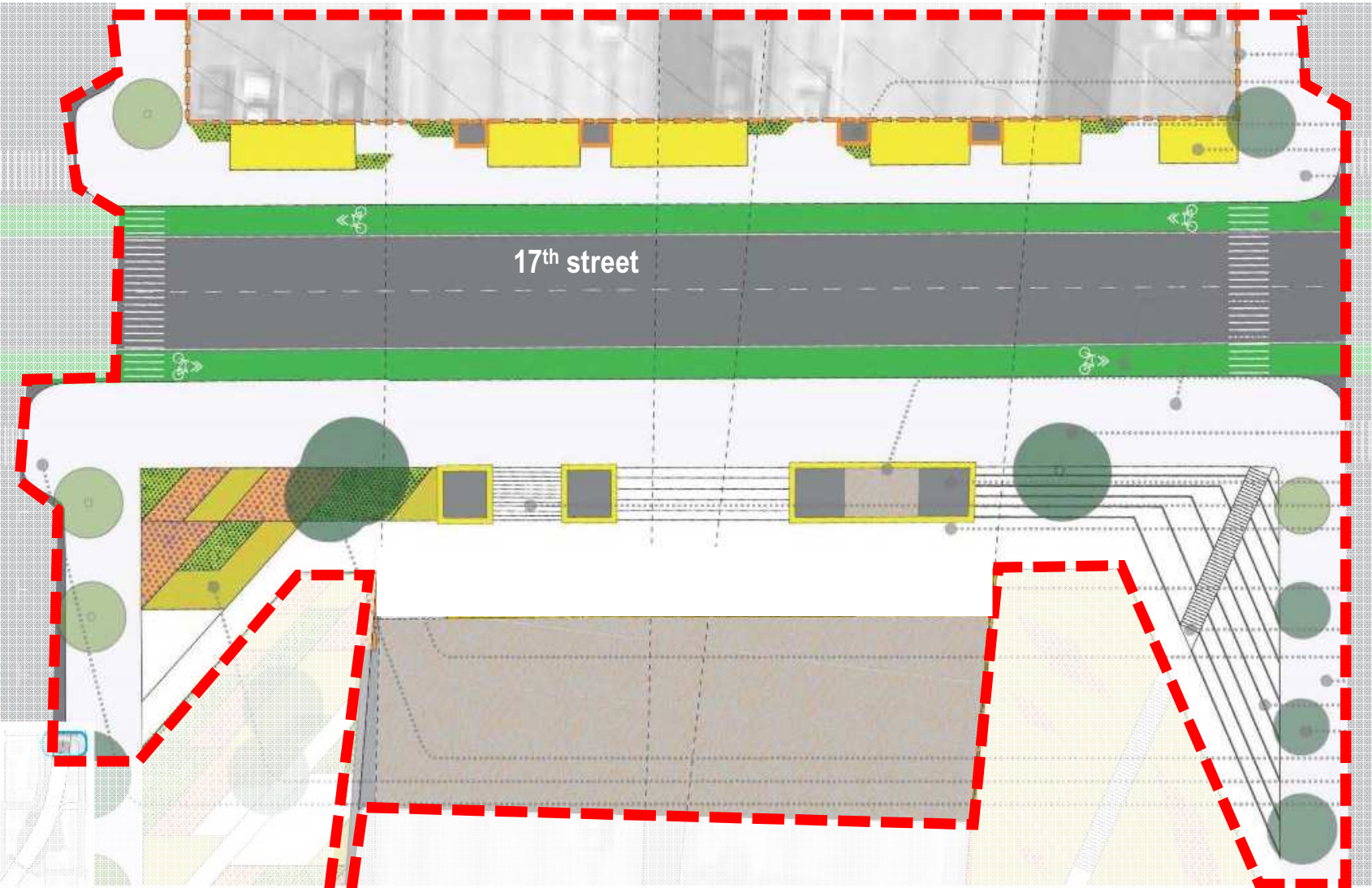
San Francisco Public Works
Contract Administration Division
ATTN: Tiffany Dea
1155 Market Street, 4th Floor
San Francisco, CA 94103
Email: Tiffany.Dea@sfpdw.org



Appendix A

Plan and Site Photos

Phase 1: 17th Street Corridor



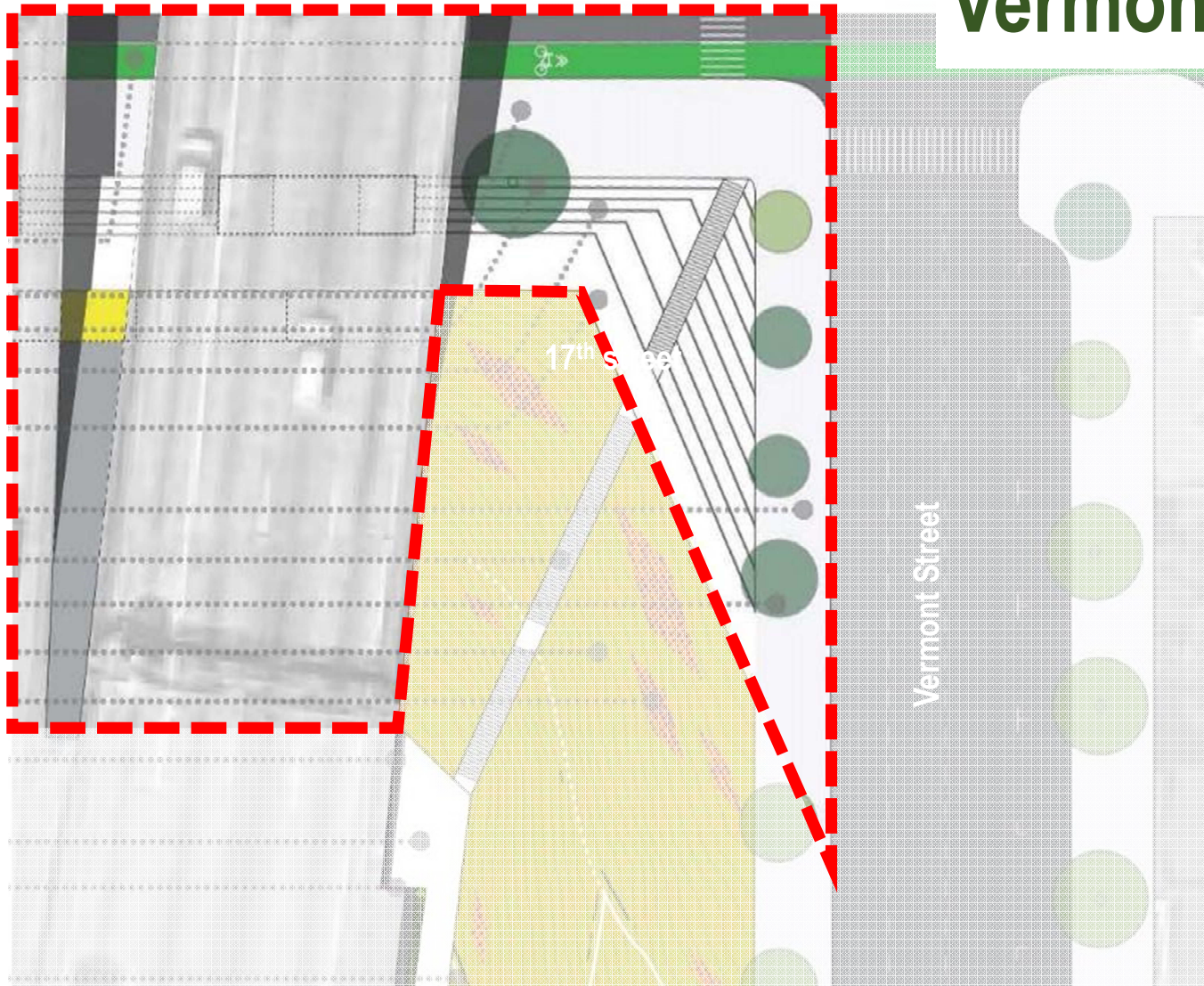
Streetscape

- New sidewalks
- Bulb-outs
- Striped bike lanes
- Paint underside of freeway
- Lighting
- Furnishings: bike racks, benches, waste receptacles
- Street trees

Open Space

- ADA-accessible paths
- Iconic Stair to mid-slope
- Living Screen Pilot Project
- Planted terraces
- Terraced seating
- Planting
- Lighting
- Fence
- Signage & Wayfinding

Vermont Street Plaza



Streetscape

- New sidewalks
- Bulb-outs
- Lighting
- Street trees

Open Space

- ADA-accessible paths
- Iconic Stair to mid-slope
- Furnishings: bike racks, benches, waste receptacles
- Planted terraces
- Terraced seating
- Planting
- Lighting
- Fence
- Signage & Wayfinding

San Bruno Plaza

Streetscape

- New sidewalks
- Bulb-outs
- Lighting
- Street trees

Open Space

- ADA-accessible paths
- Living Screen Pilot Project
- Planted terraces
- Furnishings: bike racks, benches, waste receptacles
- Terraced seating
- Planting
- Lighting
- Iconic fence
- Signage & Wayfinding





17th Street and San Bruno Avenue



17th Street

Phase 1 of the Loop Project - Appendix A



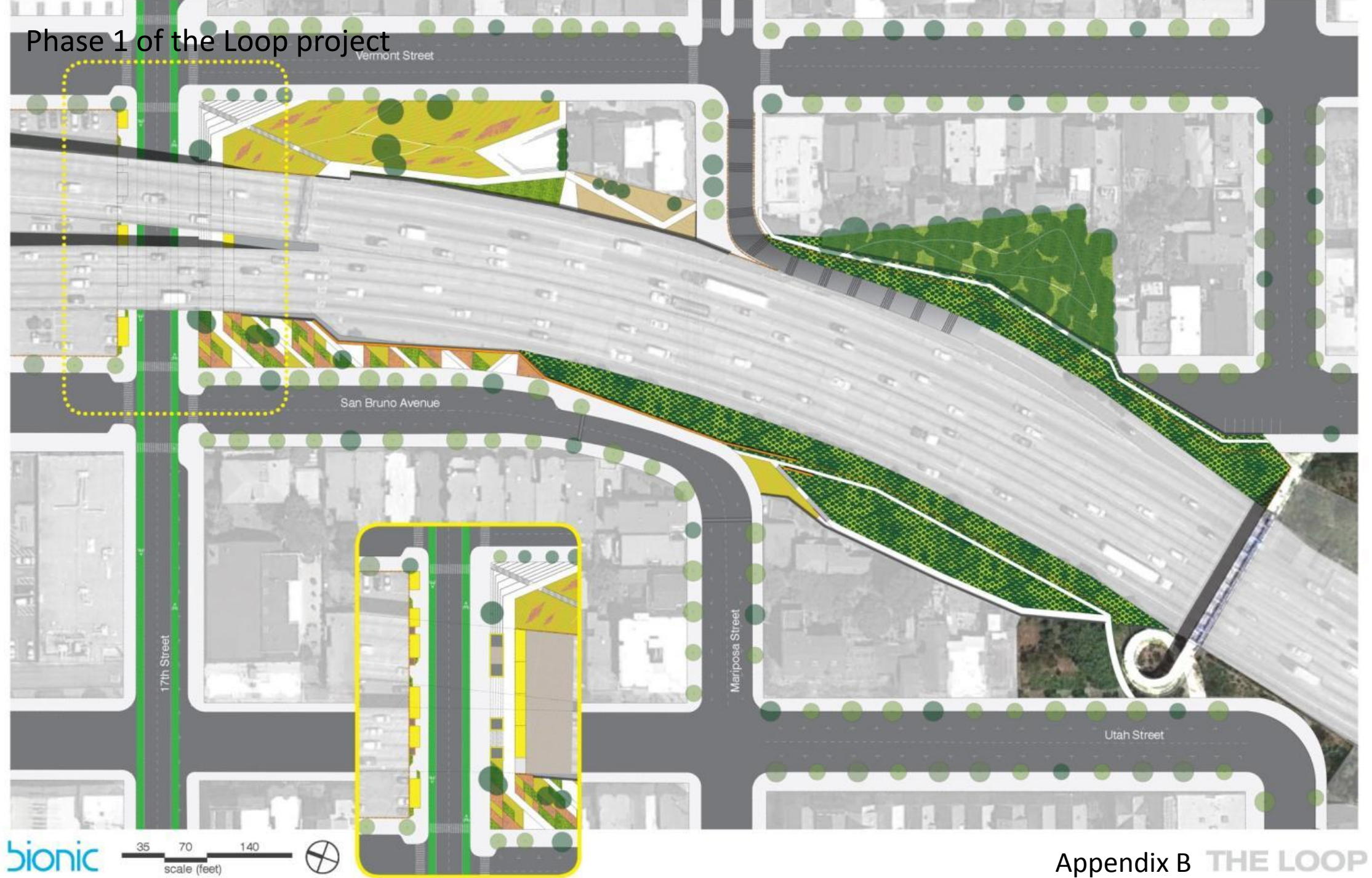
Vermont Street and 17th Street Phase 1 of the Loop Project - Appendix A



Appendix B

Project Location Map

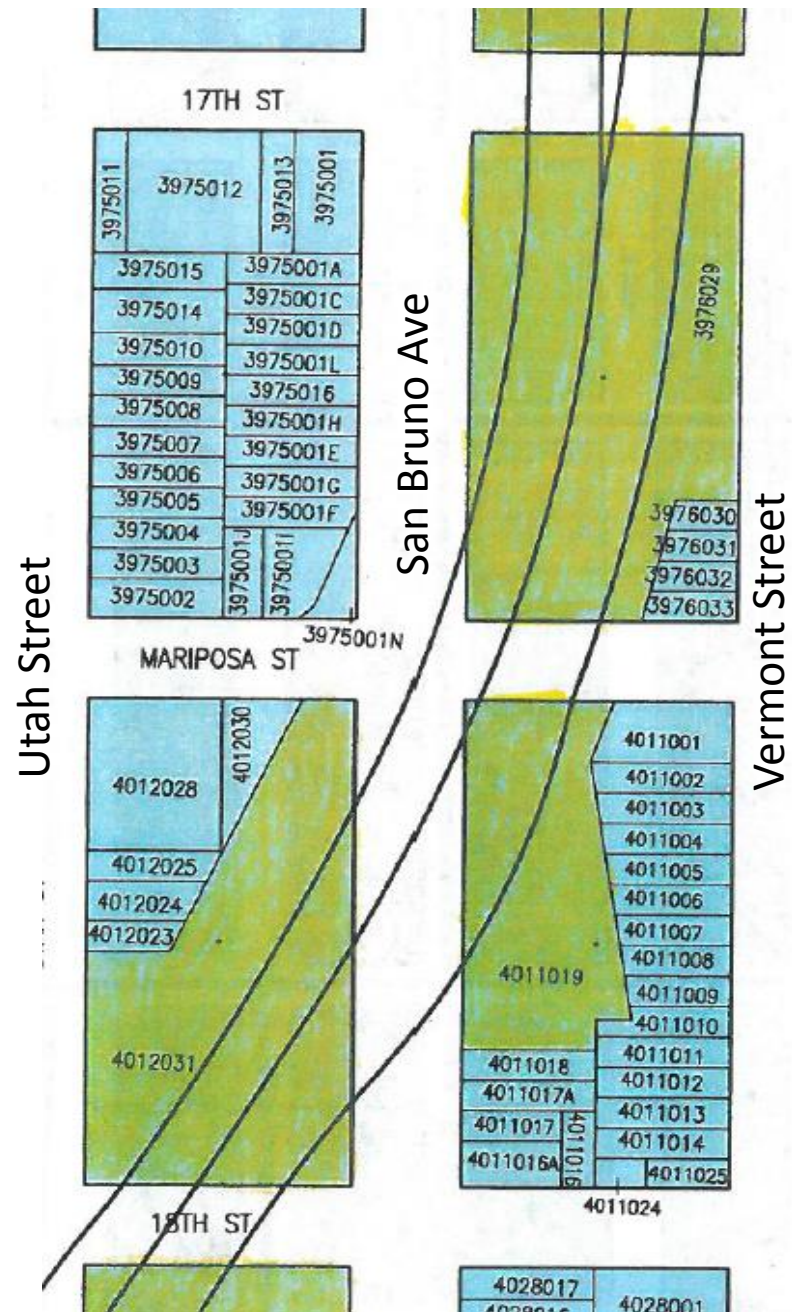
Phase 1 of the Loop project



bionic

35 70 140
scale (feet)





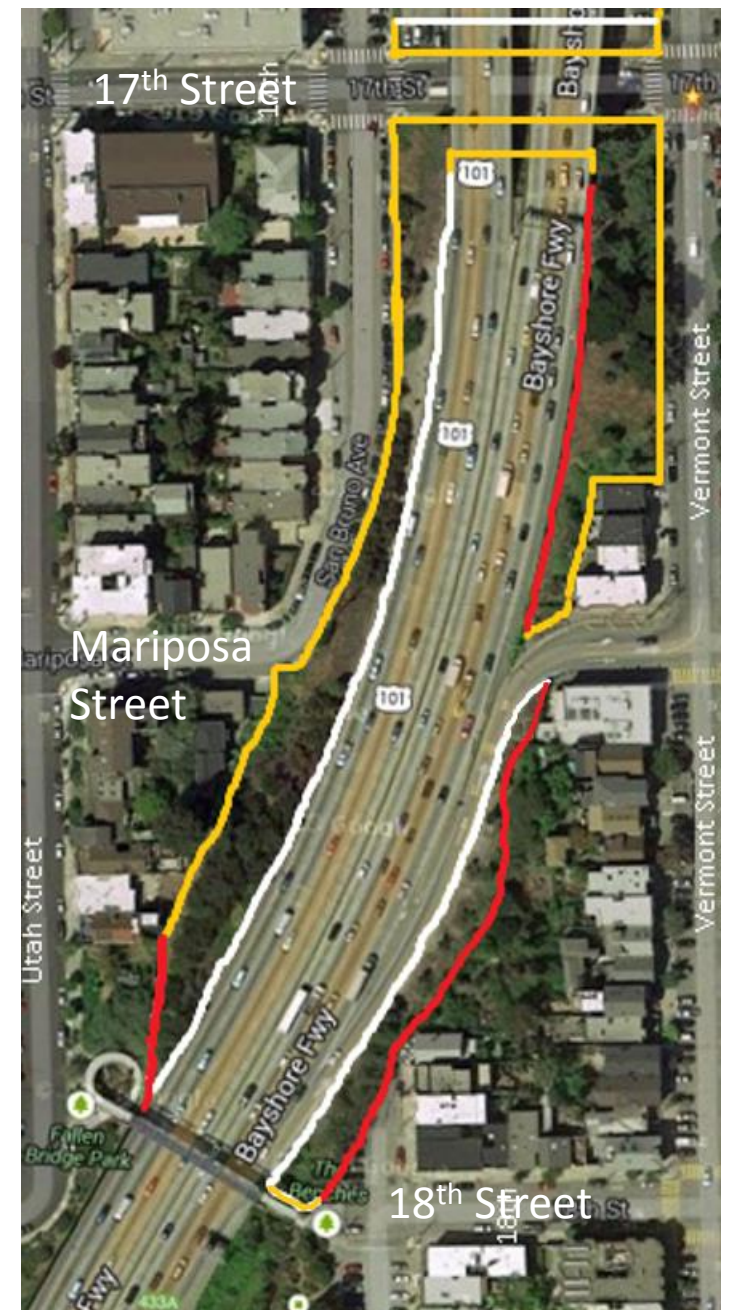
Yellow = Chain-link fence

Red = Sound Wall

White = edge of
freeway

White on 17th
Street = 5 ft north
of sidewalk

Other Caltrans property in The Loop area already has encroachment permits.





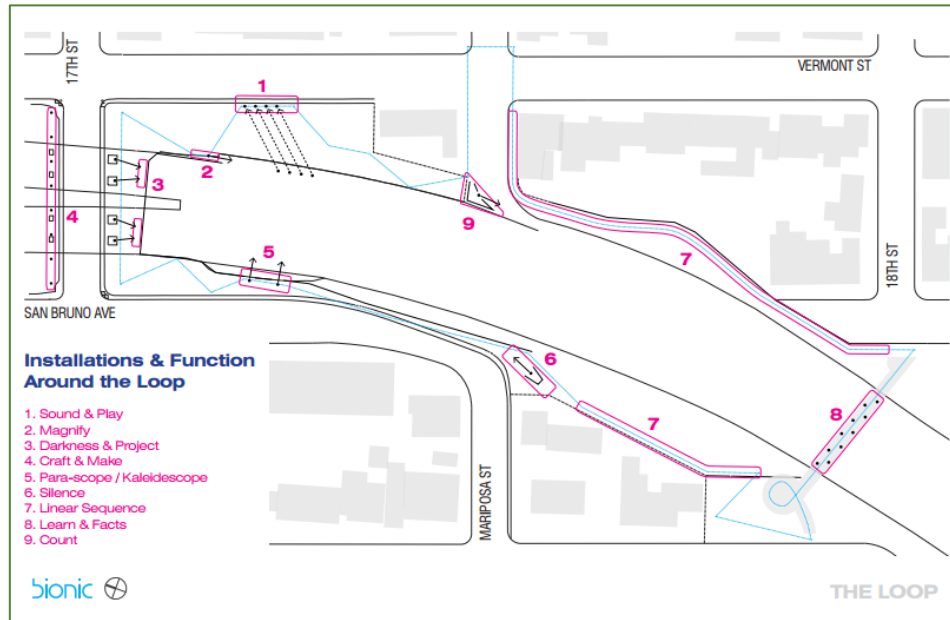
Appendix C

Gateway Art Program Conceptual Design Description



Gateway Art Program Conceptual Design

A major component envisioned for Potrero Gateway Park is the inclusion of art related features that can energize this urban greenspace. The aim is to create a welcoming environment and engage everyone who passes through this highly-trafficked part of the city. The hope is to make the park a destination for those who live in the surrounding community to explore and enjoy.



Possible locations for Art on the Loop

There are a number of locations within the park that could greatly benefit from the inclusion of art installations. These include:

- The region beneath and/or surrounding the 17th St overpass.
- Along the length of the 18th Street pedestrian bridge crossing the 101 freeway.
- Along the sound walls adjacent to the 101 freeway.
- At the two street corners of 17th & San Bruno St, and 17th & Vermont St. as these are highly visible entrance points into the park.

POSSIBLE THEMES:

- The natural versus the urban environment.
- Connection, commuting, transportation.
- Speed, motion, time.
- Ideas that touch on the history of the surrounding area.

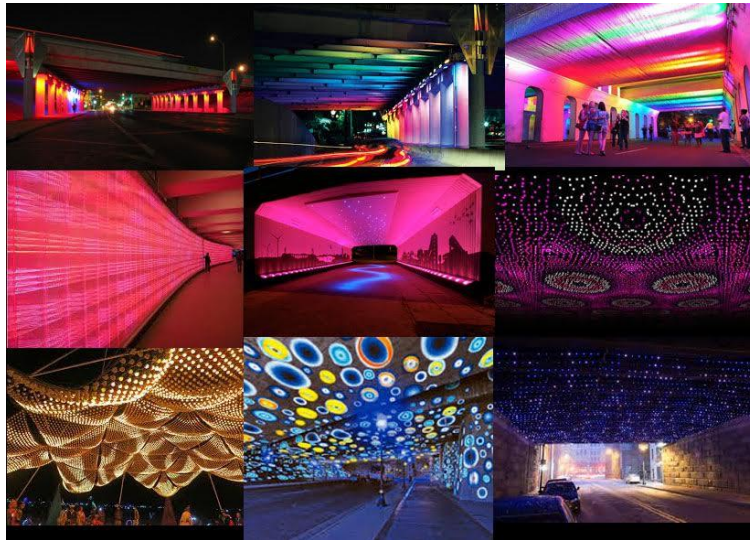
IDEAS BASED ON EXAMPLES FROM EXISTING PROJECTS:

IDEA ONE:

The use of lighting, possibly interactive with pedestrians and bicyclists, as a means to energize a space. For example, beneath the 17th Street overpass, there could be a grid of LEDs suspended beneath the freeway that



would emulate the moving vehicle traffic passing above. The effect of this installation would make the freeway appear “transparent” to the viewer watching from the street below.



References:

Leo Villareal, <http://villareal.net/multiverse-2008-at-the-national-gallery/>

Jim Campbell, <http://jimcampbell.tv/>

Bill FitzGibbons, "LightRails" & "Light Channels" installations, <http://www.billfitzgibbons.com/>

Future Cities Lab, <http://www.future-cities-lab.net/>

Sonic Runway, <http://www.sonicrunway.net/>

IDEA TWO:

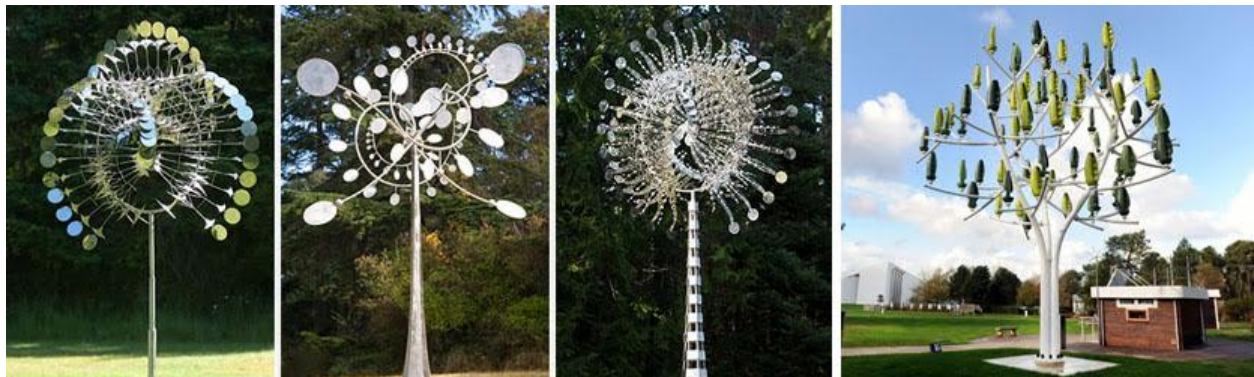
A curatorial program of artwork that would be installed for a finite period of time at designated locations around the park (such as the corners on San Bruno and Vermont Streets). This art could be sculpture loaned from sources such as Burning Man artists, or other artists within the Bay Area, on a permanent or non-permanent basis. A possible alliance could be made with the nearby California College of Arts, to help curate exhibits within the park. Alternatively, there could be a relationship with the local art galleries of the DoReMi arts district to have their artist's work installed temporary in the park.



IDEA THREE:

Artwork that harnesses wind or solar sources for power.

For example, solar powered LED light poles could be installed around the park. They would charge during the day and light up at night.



References:

Anthony Howe, <http://www.howeart.net/>

video of his art, <https://www.youtube.com/watch?v=J4I5rHNSq9s>

Wind tree, <http://www.newwind.fr/en/>

IDEA FOUR:

Living topiary sculpture such as this example of Jeff Koons' "Puppy".



OTHER REFERENCES:

Toronto Underpass Park

<https://www.youtube.com/watch?v=lUr2g5rabaU&feature=youtu.be>

http://www.waterfrontoronto.ca/explore_projects2/west_don_lands/underpass_park



Appendix D

CMD Attachment 2 Forms

Submit one (1) original, one (1) copy, and one (1) electronic copy of all required CMD Forms, submitted separately in a sealed envelope, and delivered with the proposal package, as specified in Section V – Submission Requirements.

In a separate sealed envelope, submit the following Contract Monitoring Division forms:

- Form 2A - CMD Contract Participation
- Form 2B - CMD “Good Faith Outreach” Requirements Form and documentations.
- Form 3 - CMD Compliance Affidavit (signed by JV Lead Partner, if applicable)
- Form 4 - CMD Joint Venture Form (if applicable)
- Form 5 - CMD Employment Form

Note: Fillable forms of CMD Attachment 2 may be downloaded online from the following CMD website: <http://sfgov.org/cmd/file/371>

CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



CMD ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts For Contracts Advertised on or after August 1, 2016

FOR CONTRACTS \$55,000 AND OVER

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Chapter 14B allows for a rating discount, referred to in this Attachment 2 as a "rating bonus," for CMD certified firms, subject to certain limitations and exceptions. The Certification Application is available on the CMD website at <http://www.sfgov.org/cmd>.

IMPORTANT NOTICE: In this CMD Attachment 2, the term "LBE" refers to only San Francisco ("SF") CMD Certified LBEs and NPEs and, therefore, does not include SFPUC LBEs.

*For assistance with this CMD Attachment
and/or assistance with the Equal Benefits Program,
please contact the CMD Main Office at (415) 581-2310*



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 requirement. 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 requirement 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 requirement by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting participation requirement. 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 requirement 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 requirement 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 participation requirement is 10%. Good faith efforts requirements will be waived if the Proposer:
 - 1) Meets the 10% LBE subconsulting participation requirement; **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 participation requirement plus 35% of that 10% subconsulting participation requirement.

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

3. **Form 3: CMD Compliance Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: CMD Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: CMD Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.



1.03 CMD LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:

A. LBE Utilization Tracking System (LBEUTS)

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

1. **FORM 7: CMD Progress Payment Form:** Winning prime proposer shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing.
 2. **FORM 9: CMD Payment Affidavit:** Following receipt of each progress payment from the Contract Awarding Authority, a Form 9 (or the information on Form 9) must be submitted online using the LBEUTS with the next progress payment request. 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 are 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 amendments, modifications or change orders that cumulatively increase the last CMD approved value by 20%.
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 requirement, 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 requirement 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 requirement 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 requirement 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 participation requirement 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 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 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 for the prime proposer by the Contract Awarding Authority. Under certain circumstances, SBA LBEs 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 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% 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 a Small LBE, Micro LBE and 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.
- C. The rating bonus 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 Joint Venture ("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 JV partner. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. Each JV partner must meet the minimum qualifications listed for the Prime or Joint Venture Partner as outlined in the bid/proposal. Each Joint Venture partner must be listed to perform prime level work and each JV partner must possess the license required by the RFP (if applicable). The LBE partner(s) must be CMD LBE certified in that area that they are listed to perform 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. **Note that any supportive/subconsulting level work will not be counted towards the eligibility for the joint venture 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%
TOTAL JV Partner %	60%	32.5%	27.5%

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 REQUIREMENT

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 REQUIREMENT.

- A. All proposers shall achieve the LBE subconsultant participation requirement 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 requirement 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 requirement 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 requirement 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 requirement 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 requirement, 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 requirement 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 requirement.

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

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 requirement.

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

**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 requirement unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation requirement. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant requirement. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation requirement. 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%.

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

*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 (CARRY-OVER FROM % OF WORK COLUMN)
			%			%
			%			%
			%			%
			%			%
				Total % of Work: 100%		Total LBE Subconsulting%
						%

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

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** 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:	FAX:	
SERVICE:				

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

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

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

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

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



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 requirement 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 requirement 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 requirement 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 requirement 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 REQUIREMENT.

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 (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement</u> . <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 requirement? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)
<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, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u> 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. & 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.</p> <p>When contacting LBEs, you should provide adequate information about the project.</p> <p>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>	<input type="checkbox"/> Yes (Up to 45 points)	<input type="checkbox"/> No (0 Points)
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City's bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>*"Interested LBE" shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<input type="checkbox"/> Yes (Up to 20 points)	<input type="checkbox"/> No (0 Points)
<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 should 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:

- Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- Identify the Location of Joint Venture Office.
- Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- 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.

Joint Venture partners may be in different industries provided that each joint venture partner meets the minimum qualifications in the bid or proposal, and each is acting as a prime. The LBE joint venture partner must perform Prime Level Work and be CMD certified for the scope of work they are proposing to perform in order to be eligible for the rating bonus. "Prime Level Work" means any portion of work that is listed in the prime's minimum qualification section in the RFQ/RFP. Joint ventures receive rating bonuses depending upon the LBE percentage of prime level participation as set forth in Section 14B.7(F). Note that any supportive/ subconsulting level work will not be counted towards the eligibility for the joint venture rating bonus.



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
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

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

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

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

TRANSMITTAL

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

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____

Reporting Period From: _____ To: _____ Progress Payment No: _____

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

1. Original Contract Award Amount:	\$ _____
2. Amount of Amendments and Modifications to Date:	\$ _____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$ _____
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$ _____
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$ _____
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$ _____
7. All Previous Gross Amounts Invoiced:	\$ _____
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$ _____
9. Percent Completed (Line 8 ÷ Line 3):	_____ %

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

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

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.

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)
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%



FORM 9: CMD PAYMENT AFFIDAVIT

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

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 LBE 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)

Owner/Authorized Representative (Signature)

Name (Print) Title

Name (Print) Title

Firm Name

Firm Name

Telephone Date

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 and obtain prior CMD approval 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 that cumulatively increase the last CMD approved value by 20%. 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. A list 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



Appendix E

Contract Forms

Proposer must complete the following forms and submit one (1) signed original, one (1) copy, and one (1) electronic copy of all required contract forms, submitted separately in a sealed envelope, and delivered with the proposal package, as specified in Section V – Submission Requirements

Prime Consultant and each joint venture partner (if any) must submit the following forms:

- Release and Waiver Agreement
- Certification of Prime Bidder Regarding Debarment and Suspension Form
- Minimum Compensation Ordinance (MCO) Declaration Form
- Health Care Accountability Ordinance (HCAO) Declaration Form
- First Source Hiring Agreement
- Chapter 12B Compliance Certification Form
- Certificate of Proposer Regarding Contracting in States that Allow Discrimination Against LGBT Individuals

All Subconsultants must complete and submit the following forms, included in the same package:

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

RELEASE AND WAIVER AGREEMENT

This Release and Waiver of Liability (hereinafter the “Release”) is entered into between the City and County of San Francisco through its Public Works Department and _____, a Prime Proposer (hereinafter “Proposer”) in a Request for Qualifications for **Design Services for Potrero Gateway Park - The Loop (Phase 1)**.

RECITALS

1. The City and County of San Francisco through its Public Works Department has issued a Request for Qualifications to select a Team led by a Prime Consultant or a Joint Venture between two Prime Consultants.
2. The candidate Proposer submitted a response to the Request For Qualifications and has submitted projects and owners as references for its qualifications.
3. The City seeks candid comments on the candidate Proposer’s performance on the listed projects from the owners and the owners’ representatives.

RELEASE AND WAIVER

The candidate Proposer hereby fully and forever releases, exonerates, discharges, and covenants not to sue the City, its commissions and boards, officers and employees, and all individuals and entities furnishing comments on Proposer’s performance from and for any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise arising out of information furnished about Proposer’s performance on the projects.

INTENDED BENEFICIARIES

The City, its commissions and boards, officers and employees and all individuals and entities furnishing any information relating to Proposer’s qualifications, are intended beneficiaries of this Release and Waiver and are entitled to enforce its terms.

Proposer
Authorized Representative

Dated: _____

Print Name

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

Signature of Proposer or Authorized Representative

Proposer's Telephone No.

Date

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

**Fulfills requirements of Title 49, CFR, Part 29*

CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER
REGARDING DEBARMENT AND SUSPENSION*

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

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

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

Signature of Proposer or Authorized Representative

Proposer's Telephone No.

Date

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

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

Certification of Subcontractor, Lower-Tier
Subcontractor or Supplier Regarding
Debarment and Suspension

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
 PATRICK MULLIGAN, DIRECTOR



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 Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

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

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

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

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

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

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

For more information, (1) see our Website, including the complete text of the ordinance: www.sfgov.org/olse, (2) e-mail us at: MCO@sfgov.org, (3) Phone us at (415) 554-7903.

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

Declaration

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

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

 Signature

 Date

 Print Name

 City Vendor Number (if known)

 Company Name

() _____
 Phone

 Federal Employer ID #

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
 PATRICK MULLIGAN, DIRECTOR



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-7903.

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

Declaration

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

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

 Signature

 Date

 Print Name
 known)

 City Vendor Number (if

 Company Name

() _____
 Phone

 Federal Employer ID #

CHAPTER 12B COMPLIANCE CERTIFICATION

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

- ☐ CERTIFIED: The San Francisco Contract Monitoring Division ("CMD") has certified that Respondent is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of RFQ submittal.
- ☐ CERTIFICATION PENDING: Respondent has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Respondent agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.
- ☐ NOT CERTIFIED: Respondent acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be one of the highest ranking Firms, Respondent will submit Form CMD-12B-101 and all required documentation within 10 working days after the date of announcement of final ranking results. If the HRC determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.

Company Name

Name and Title of Signer

Company's Street Address

Company's City, State, ZIP

Company's Telephone No.

Signature of Authorized Representative

Date

Note: The text chapter 12B of the San Francisco Administrative Code and Form CMD-12B-101 is available from the CMD, 30 Van Ness Avenue, Suite 200, San Francisco 94102, and posted on the Web at <http://sfgsa.org/index.aspx?page=6125> . Respondents are advised to submit Form CMD-12B-101 and accompanying documentation to the CMD at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.



FIRST SOURCE HIRING AGREEMENT
FOR PROFESSIONAL SERVICES

City Agency: _____ **Contract Number and Name:** _____

Consultant Name: _____ **Main Contact:** _____

Phone: _____ **Email:** _____

Signature of Authorized Representative*

Name of Authorized Representative

Date

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

Instructions:

- All bidders must complete, sign and submit a *First Source Hiring Agreement* with bidder's Proposal. All Proposals without a completed and signed *First Source Hiring Agreement* will be rejected.
- In Section 2, list the number of Entry Level Positions for the Prime Consultant and all sub-consultants. The Consultant shall make good faith efforts to hire Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions.
- Reference specification section, *First Source Hiring Program* for workforce obligations. Questions and assistance, please contact A.J. Thomas: Email: aj.thomas@sfgov.org : (415)701-4858.

Section 1: Select all that apply

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

Section 2: List Entry Level Positions

Job Title	Job Description	Number of Trainee Hires

**CERTIFICATE OF PROPOSER REGARDING CONTRACTING IN STATES THAT ALLOW
DISCRIMINATION AGAINST LGBT INDIVIDUALS**

Proposer, by submitting its Proposal, hereby acknowledges that Proposer has read San Francisco Administrative Code Chapter 12X "Prohibiting City Travel and Contracting in States that Allow Discrimination Against LGBT Individuals" ("Chapter 12X") and understands that the City and County of San Francisco cannot enter into contracts with companies with United States headquarters in states that perpetuate discrimination against LGBT populations ("Covered States") or where any or all of the work on the contract will be performed in Covered States.

I _____, certify that at the time of submitting my Proposal, the address of the United States headquarters for my company is _____.

I will notify the City if my company's headquarters moves. I also certify that none of the Work performed on this Contract will be performed in any Covered State.

Signature of Proposer or Authorized Representative

Print Name of Authorized Representative

Position in Firm or Corporation

Note: A list of Covered States is available at: <https://oag.ca.gov/ab1887>.

The text Chapter 12X is posted on the Web at
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://library.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1).



Appendix F

Sample Agreement

(Sample Agreement included for references only)

**City and County of San Francisco
San Francisco Public Works
1155 Market Street, 4th Floor
San Francisco, California 94103**

Agreement between the City and County of San Francisco and

**[CONSULTANT NAME]
[CONSULTANT ADDRESS]
[CONSULTANT CITY, STATE, ZIP]**

This Agreement is made this ____ day of ____, 2017, in the City and County of San Francisco, State of California, by and between **[CONSULTANT NAME]**, **[CONSULTANT ADDRESS]**, **[CONSULTANT CITY, STATE, ZIP]** ("Contractor") and City.

Recitals

WHEREAS, the **San Francisco Public Works** ("Department") wishes to provide **[DESCRIPTION OF SERVICES]** and issued an award of contract DPW Order # **TBD**; dated effective **TBD**; and,

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

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is **[insert LBE subcontracting percentage number]** %;

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **TBD** on **TBD**;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its Director of San Francisco Public Works, hereinafter referred to as "Public Works".

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means [CONSULTANT NAME], [CONSULTANT ADDRESS], [CONSULTANT CITY, STATE, ZIP].

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall be ____ days from the date of certification from the Controller, unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 **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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$[CONTRACT AMOUNT].00 (DOLLARS). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Public Works approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1,

“Notices to the Parties,” or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

3.3.6 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a Subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the Subcontractor directly the penalty specified in Section 6.42(f).

3.3.7 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 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 Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims; Remedies. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (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.

3.6 Prevailing Wages.

3.6.1 Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the

prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

(a) As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

(b) As required by Section 1771.4 of the Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

(c) As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

(d) The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, Contractor and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. Contractor shall submit payrolls to the City via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information

including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

(e) Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the Office of Labor Standards Enforcement. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

(f) Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.1.1 Standard of Care for Design Professionals. Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's

request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or

employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 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 Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) 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.

(d) 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 the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) 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.

5.1.3 Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California,

and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

5.2 Indemnification For Design Professionals. 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").

5.2.1 **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 Indemnatee or the contractors of any Indemnatee.

5.2.2 **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, work or deliverables supplied in the performance of Services. 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.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for 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.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) 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.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) 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.

8.1.3 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:

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

(c) 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.

(d) 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.

8.1.4 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 Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) 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; (iii) makes an assignment for the benefit of its creditors; (iv) 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 (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) 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, (ii) 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **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.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Nondisclosure of Private, Proprietary or Confidential Information.**

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or confidential information.

10.5 **Nondiscrimination Requirements**

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

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least [enter percentage] of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings).**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition).**

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

10.19 **Reserved. (Preservative Treated Wood Products).**

Article 11 General Provisions

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

To City: San Francisco Public Works
Contract Administration Division
1155 Market Street, 4th Floor

San Francisco, CA 94103

To Contractor: [CONSULTANT NAME]
[CONSULTANT ADDRESS]
[CONSULTANT CITY, STATE, ZIP]

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

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved. (Payment Card Industry ("PCI") Requirements).

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form)

11.5.1 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 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.

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

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.11 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.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated **[Insert Date of Proposal]**. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 MacBride And Signature

12.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

Recommended by:

_____, Contract Manager

_____, Division Manager

Edgar Lopez
City Architect and Deputy Director

Approved as to Form:
Dennis J. Herrera
City Attorney

By: _____
Yadira Taylor
Deputy City Attorney

Approved:

Mohammed Nuru, Director of Public Works**CONTRACTOR**

[CONSULTANT NAME]

Signature

Name:

Title:

[CONSULTANT ADDRESS]
[CONSULTANT CITY, STATE, ZIP]

City vendor number: [CONSULTANT
VENDOR #]

Appendices

- A: Scope of Services
B: Calculation of Charges

Appendix A Scope of Services

1. Description of Services

Contractor agrees to perform the following Services:

[PER SCOPE OF WORK AS STATED IN THE RFP]

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

2. 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.

3. Reports. Contractor shall submit written reports as requested by the **San Francisco Public Works**. Format for the content of such reports shall be determined by the **San Francisco Public Works**. 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.

4. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **San Francisco Public Works** will be **[insert name of contact person in department]**.

Appendix B Calculation of Charges

All billable staff rates including that of the subcontractor 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 in the Agreement shall be one single rate reflecting 2017 billing rates. Consultant will only be allowed to escalate its 2017 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Works no more than once annually, on the anniversary of the last rate increase. Consultant must first submit a letter requesting the rate change, which must be approved by Public Works before revised rates may be invoiced. The billing rate for each listed individual may not exceed the lowest rate charged to any other government entity. The City reserves the right to audit material that allows for verification of the accuracy of project invoices (e.g. project billing records, accounting records, time sheets, etc).

All craft/trade positions that are under the purview of the California Department of Industrial Relations are required to be paid prevailing wage rates.

Administrative and clerical support services are considered part of overhead.

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 Contractor and all levels of sub Contractors.

Services	Rates/Schedule
Subconsultant work (outside services)	Cost plus 5%
“Outside Firm” (i.e. laboratory analytical rates)	Cost plus 5%
Meal expenses (including travel)	Not reimbursable.
Other Direct Costs	At cost.

Travel

Not reimbursable without prior agreement
subject to the following:

- 1) Travel Within The Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites.
- 2) Required Travel Outside of the Nine Bay Area Counties: If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintains their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.
 - A. All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals should include estimated amounts for the approval(s) being given.
 - B. The associated Travel Time will be similarly reimbursed for the lesser of (1) the actual travel time incurred to and from the regular work site, or (2) the equivalent travel time to and from San Francisco.
 - C. Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly.
 - D. For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging rates by locality. Any exceptions to the Federal rates must be approved in advanced by the Contract Manager or Project Manager. Federal rates for lodging can be found at:
<http://www.gsa.gov/> > Per Diem Rates
 - E. Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.
 - F. Air travel fares shall be based and reimbursed on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.

- G. Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.
- H. Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.
- I. If public transportation is used, submit receipt/proof-of-purchase for approved travel.
- J. If travel arrangements are required, Consultant shall schedule arrangements once notified to ensure the most economical rate.

Equipment Rental

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

- 1) 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 (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, if listed, plus a 5% mark up. The equipment rental rates shall be based on date of proposal. A copy of the relevant section(s) of the Rental Rates shall be included in the reimbursement request.
- 2) 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 proposal, plus a 5% mark up.

Equipment Owned

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

- 1) The Contractor shall not be compensated for usage of equipment it owns. This cost shall be absorbed as part of its overhead.
- 2) If the Contractor 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 Contractor and all levels of Subcontractors.

- 1) If equipment is needed to be purchased for a project, and the Contractor will invoice the City for it, then DPW 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 Contractor shall comply with the guidelines of DPW and OCA before purchasing the equipment. Such equipment may be used by the Contractor 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 Contractor and all levels of Subcontractors.

- 1) 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:
 - Blackberries, iPhones, other Cell phones
 - Cameras
 - Cell calls and faxes
 - Mail, express mail
 - Computers
 - Internet gateways, FTP sites or data file transfer services
 - Normal Office Copies
 - First aid kits
 - Office equipment
 - Office supplies
 - PDAs, iPads, tablets
 - Photocopiers
 - Respirators
 - Safety equipment
 - Training
 - Medical exams, health and safety plan for its employees,
 - Telephones, calls
 - Tools