

ATTACHMENT TO PURCHASING AGREEMENT #C2017118NM

STATEMENT OF WORK

This Statement of Work for Community Construction Outreach Program (“SOW”) is issued pursuant to Purchasing Agreement # C2017118NM dated May 1, 2017 between UC and Supplier (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

UCSF is committed to developing and maintaining relationships with the neighborhoods that house its campuses and has a history of collaboration with its neighbors. As the second largest employer in the city and a major factor in the health of the city’s overall economy, UCSF recognizes that the construction projects that take place on its campuses can financially benefit the surrounding neighborhoods, as well as the entire city. UCSF is firmly committed to creating job opportunities for hiring San Francisco City residents to help build its construction projects.

UCSF, as a member of the UC system, is a public entity, and as such, is prohibited from mandating hiring goals and/or preferences. UCSF has voluntarily set construction hiring goals of at least 30 percent of construction hours to be performed by San Francisco City residents. These hiring goals will apply to UCSF’s construction projects with greater than \$5 million in construction costs. UCSF seeks to provide access to construction opportunities on these projects to qualified San Francisco residents. UCSF’s Community Construction Outreach Program (CCOP) is a mechanism that has knowledge of, and will assist with the construction hiring process, to help ensure resident workers are made aware of employment opportunities, and are fairly and equitably considered for hire at the time job opportunities become available (per the terms of this Program and all other laws and regulations required per this Project).

2. Term of SOW

This SOW will begin on July 1, 2020 (“Effective Date”) and continue through June 30, 2021. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	Outreach and recruitment	Providing or partnering with community-based workforce development programs that offer legal, social services, job-readiness training and other services needed to support job readiness and success	Produce reports that analyze relevant demographics, SF resident trade worker availability, narrative on action steps taken on a	Quarterly

2	Database management	Establishing and maintaining a database of ready, able and qualified workers for contractors and subcontractors for union name call opportunities	project-by-project basis, which include: meetings attended, worker requests received, worker referrals made, SF resident hires made. Include a brief narrative of at least one CityBuild placement on a UCSF project who received training and services that aided their success	
3	Worker vetting and referral	Screening trades worker referrals to assure job readiness including availability, San Francisco residency, qualifications, verification of union status		
4	Reporting	Preparing reports on the progress and outcomes regarding project activities		
5	Good Faith tracking and policy compliance	Overseeing and/or performing non-contractor required administrative functions to provide efficiency and continuous workflow to facilitate the program and project schedules	Good faith tracker	Monthly or as needed
6	Meeting attendance and coordination with UCSF	Coordinating with CGR staff to ensure effective and timely communications with local community-based organizations, city agencies, unions and other interested parties and stakeholders about the community construction outreach project, including project status, progress, milestones, and opportunities	Provide analysis on successes and challenges and provide recommendations on successful local hire strategies	Frequently

4. UC Obligations

UC maintains a subscription to LCP Tracker, a cloud-based certified payroll system that certifies prevailing wages and supports analysis of local hire performance.

5. Place(s) of Performance

Local Hire status meetings and CCOP informational session will take place in UCSF construction job trailers, future construction sites, and conference rooms. CityBuild conducts administrative work at OEWD's administrative office, 1 South Van Ness Ave., 5th Floor, San Francisco.

Outreach, screening, and worker vetting of qualified workforce occur at One-stop Career Link Center, 3120 Mission Street, San Francisco.

CityBuild Academy Pre-Apprenticeship training is held at City College of San Francisco-Evans Campus, 1400 Evans Avenue, San Francisco.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Joshua Arce, Director of Workforce Development Division, Office of Economic and Workforce Development
Phone	415.701.4875
Email	joshua.arce@sfgov.org
Address	1 South Van Ness Avenue, 5th Floor San Francisco CA

Supplier's Account Management Team is:

Name	Ken Nim, Director, CityBuild Program, OEWD
Phone	415-701-4853
Email	ken.nim@sfgov.org
Address	1 South Van Ness Avenue, 5 th Floor San Francisco CA
Name	Merrick Pascual, CFO, OEWD
Phone	415-701-4848
Email	merrick.pascual@sfgov.org
Address	1 South Van Ness Avenue, 5th Floor San Francisco CA
Name	Christopher Vergara, Compliance Manager, CityBuild Program, OEWD
Phone	(415) 701-4884
Email	chris.vergara@sfgov.org
Address	1 South Van Ness Avenue, 5 th Floor San Francisco CA
Name	Fred Liedl, Director of Financial Operations, OEWD
Phone	(415) 701-4834
Email	fred.liedl@sfgov.org
Address	1 South Van Ness Avenue, 5th Floor San Francisco CA

Name	Benita Benavides, Community Construction Program Manager, Office of Community and Government Relations
Phone	415.476.9139
Email	Benita.Benavides@ucsf.edu
Address	3333 California St., Suite 103, Box 0462 San Francisco, CA 94118
Name	Edward Samayoa, Operations Manager, Office of Communications and Office of Community and Government Relations
Phone	415.476.3438
Email	Edward.Samayoa@ucsf.edu
Address	3333 California St., Suite 103, Box 0462 San Francisco, CA 94118

7. Reporting Requirements

Item	Deliverable	Quantity	Delivery Date
1	Produce reports that analyse relevant demographics, SF resident trade worker availability, narrative on action steps taken on a project by project basis, which includes: meetings attended, worker requests received, worker referrals made, SF resident hires made. Include A brief narrative of at least one CityBuild placement on a UCSF project who received training and services that aided their success	4	Quarterly
5	Track good faith efforts, forms submissions and hires of each contractor in actively-monitored CCOP projects	12	Monthly or as needed

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

- a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: Implementation of Supplier recommendations.
- b) Additional assumptions include the following: Supplier recommendations must take into consideration effect of UCSF hiring freeze.

9. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Email or phone response – within 24 hours
 In-person meeting availability – within 7 business days
 Request for reports – within 5 business days
 Invoice/billing accuracy – 98%
 Customer service satisfaction – 98%
 Site visits - Monthly
 Meetings with CCOP manager – Bi-weekly
 Meetings with UCSF Directors - Monthly
 Attendance of pre-construction and subcontractor meetings – As needed

Attendance of local hire status meetings – Monthly
Local worker request referral – within 72 hours

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100 percent of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within 14 days following UC written notification, UC reserves the right to terminate the Agreement immediately.

10. Pricing

Pricing is addressed below.

- a) "CCOPM Services" to be rendered under this SOW, including deliverables as part of CCOPM Services.
- b) The rates applicable to each person who will render CCOPM Services are as follows:

Name and Title of Person Rendering Services	FTE	Salary	Fringe	Extended Cost of Fees
Employment Liaison	0.42	41,391	17,739	59,130
Compliance and Employment Liaison	0.36	41,391	17,739	59,130
Workforce Compliance Manager	0.075	0	0	-
CityBuild Director	0	0	0	-
Indirect Cost	0	0	0	17,740
Estimated Maximum Expenses (if any):				n/a
Estimated Maximum Cost:				\$136,000 USD

11. Program Requirements

Outreach – Supplier will partner with community-based workforce development programs that offer legal, social services, job-readiness training and other services needed to support job readiness and success.

Local Worker Database – Supplier will establish and maintain a database of ready, able and qualified workers for contractors and subcontractors for union name call opportunities.

Workforce Projection Form Approval - Supplier will approve form submissions on sub projections on trades, signatory union(s), and current local core crews to project realistic hiring opportunities such as CBA sponsorships or referrals in general, aimed to increase local hire participation

Worker Request Referral Coordination – Supplier will screen trades worker referrals to assure job readiness including availability, San Francisco residency, qualifications, verification of union status

Good Faith Tracker - Supplier to track all good faith efforts made by project and subs, provide numbers to project teams, report any progress in local hiring, and identify areas of improvement.

Meetings – Supplier to attend key meetings to provide information and educate audience about local hiring. Supplier will also identify areas of improvement and advise best practice strategies. Examples of key meetings:

- Pre-bid meeting
- Kick-off meeting with GC
- Pre-construction meetings
- Weekly foreman / subcontractor meetings
- Monthly local hire status meeting with GC
- Bi-weekly check-in with CCOP manager
- Monthly meeting with CGR director

Placements – Supplier makes best efforts to refer local workers from Employee Network Services database and CityBuild Academy graduates' availability to be placed in UCSF projects.

Reports – Supplier to compile and submit status reports in a timely manner.

12. Acceptance Criteria and Testing

Written outlines, diagrams, reports, and recommendations will be reviewed by UC for clarity and feasibility. If UC finds reasonable objections to or errors in such outlines, diagrams, reports, or recommendations UC shall notify Supplier within 10 business days and Supplier shall at its sole cost make appropriate edits and resolutions thereto and deliver such resolved Deliverables to UC within three (3) days of such notification.

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within 10 business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within 10 business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within 10 business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

15. Additional Terms

Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows:

During meetings, interviews and sessions with UC Department leadership and staff.

Insurance Requirements [**Buyer: insert terms, if needed or different from basic levels in T&Cs**]

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

Read and Understood:

(Signature)

(Printed Name, Title)

(Date)