

File No. 230042

Committee Item No. 6

Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 1, 2023

Board of Supervisors Meeting Date March 7, 2023

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- Request for Proposals 9/14/2022
- PUC Resolution No. 23-0013 1/10/2023
- PUC Presentation 3/1/2023
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Completed by: Brent Jalipa Date February 22, 2023

Completed by: Brent Jalipa Date March 2, 2023

1 [Design Professional Services Agreement - Mark Cavagnero Associates - Water Enterprise
2 City Distribution Division Facilities - 2000 Marin Street - Not to Exceed \$27,800,000]

3 **Resolution approving the Design Professional Services Agreement, Contract No.**
4 **PRO.0264, with Mark Cavagnero Associates to provide architectural, engineering, and**
5 **consulting services to design the new San Francisco Public Utilities Commission**
6 **Water Enterprise City Distribution Division facilities at 2000 Marin Street for a total cost**
7 **not to exceed \$27,800,000 with a term of five years from March 1, 2023, through**
8 **February 28, 2028, subject to Board of Supervisors' approval under Charter, Section**
9 **9.118.**

10
11 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) City Distribution
12 Division (CDD) is responsible for the infrastructure of the City's water system, operating and
13 maintaining its reservoirs, pump stations, and approximately 1,250 miles of water pipes,
14 managing the City's meter program, and maintaining CDD facilities, equipment, and fleet
15 vehicles; and

16 WHEREAS, The current CDD campus, located at 1990 Newcomb Avenue, has served
17 as CDD's main facility for almost six decades; and

18 WHEREAS, Due to the exponential growth of service demands over the decades and
19 challenges with maintaining operations at a facility that has exceeded its useful life, there is an
20 acute need for the design and construction of a new headquarters facility to alleviate
21 overcrowding, address building code and safety issues, eliminate inefficiencies, and
22 accommodate CDD's current and future operational needs; and

23 WHEREAS, The procurement of the services of qualified design consultants to provide
24 specialized architectural, engineering, and specialty consultant design services is necessary
25 to supplement SFPUC staff for this proposed Project; and

1 WHEREAS, On September 14, 2022, after two prior attempts at procurement that did
2 not result in a sufficient number of responsive proposals, SFPUC staff advertised a revised
3 Request for Proposal (RFP) for the Project’s design contract, PRO.0264 New CDD Campus
4 at 2000 Marin Design Services, to a wide range of industry professionals; and

5 WHEREAS, The SFPUC received two responsive proposals to the RFP from
6 responsible proposers Mark Cavagnero Associates (MCA), and KMD Architects; and

7 WHEREAS, A selection panel composed of qualified persons evaluated the proposals
8 and ranked MCA’s proposal the highest, and SFPUC staff recommended the award to the
9 top-ranked proposer, MCA to the Commission; and

10 WHEREAS, The scope of work under MCA will be to design a new campus consisting
11 of five buildings, including an office building, two industrial shop buildings, a warehouse, and a
12 parking structure, for a total of approximately 371,000 gross square feet, manage all
13 engineering and specialty subconsultants, coordinate all design efforts toward a complete,
14 efficient, functional and operational facility, oversee construction administration tasks during
15 construction, and deliver Social Impact Program (SIP) benefits to the community; and

16 WHEREAS, The Contract Monitoring Division (CMD) established a Local Business
17 Enterprise (LBE) subconsultant participation requirement of 13% for this Contract; and

18 WHEREAS, The CMD has determined that MCA has complied with the pre-award
19 Chapter 14B requirements by committing to a LBE subconsultant participation of 18.82%; and

20 WHEREAS, On January 10, 2023, by Resolution No.23-0013, the SFPUC approved
21 the Design Professional Services Agreement, Contract No. PRO.0264, with Mark Cavagnero
22 Associates to provide architectural, engineering, and consulting services to design the new
23 SFPUC Water Enterprise CDD facilities at 2000 Marin Street for a total cost not to exceed
24 \$27,800,000 with a term of five years, from March 1, 2023, through February 28, 2028,
25 subject to Board of Supervisors’ approval; and

1 WHEREAS, The contract amount exceeds \$10,000,000 and is therefore subject to
2 Board of Supervisors' approval, in accordance with Charter, Section 9.118(b); now, therefore,
3 be it

4 RESOLVED, That this Board of Supervisors hereby approves the Design Professional
5 Services Agreement, Contract No. PRO.0264, with Mark Cavagnero Associates to provide
6 architectural, engineering, and consulting services to design the new SFPUC Water
7 Enterprise CDD facilities at 2000 Marin Street for a total cost not to exceed \$27,800,000 with
8 a term of five years, from March 1, 2023, through February 28, 2028; and, be it

9 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
10 executed by all parties the San Francisco Public Utilities Commission shall provide the final
11 agreement to the Clerk of the Board for inclusion into the official file.

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| Item 6 File 23-0042 | Department: Public Utility Commission (PUC) |
|--------------------------------------|---|

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a five-year, \$27,800,000 contract between the San Francisco Public Utilities Commission (SFPUC) and Mark Cavagnero Associates for design services. The five-year term is from March 1, 2023 through February 28, 2028; the contract gives the City options to extend the agreement for a total term of nine years

Key Points

- The SFPUC Water Enterprise’s City Distribution Division (CDD) currently operates out of a headquarters located at 1990 Newcomb Avenue. The SFPUC has determined the Division now needs a new headquarters to address overcrowding throughout the facilities and code violations and safety issues in several of the shops due to aging infrastructure. The new CDD headquarters will be located at 2000 Marin Street. 428 Full-Time Equivalent staff will be relocating to 2000 Marin.
- The SFPUC estimates the entire new CDD headquarters project will cost \$393,600,000 for construction and project delivery. After accounting for debt service on water bonds to fund the development, total project costs are approximately \$800 million. Debt service will be repaid over the life of the bonds (20 to 30 years) and paid by water rates.
- This is the third attempt of the SFPUC to award a design contract for the 2000 Marin project. The first two solicitations resulted in only one qualified bidder. The resolution approving the award of the design contract following the second solicitation was continued to the call of the chair by the Budget & Finance Committee in May 2022. SFPUC issued a third Request for Proposals (RFP) in September 2022. An evaluation panel ranked a proposal from Mark Cavagnero the highest technical and oral interview score (883.1 out of 1,000 points) of two proposals.

Fiscal Impact

- Labor billing rates range from \$72 to \$270 per hour and may be adjusted by regional inflation annually.
- The resolution’s not to exceed amount is based on nine percent of the project’s construction costs.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 to such contract is subject to Board of Supervisors approval.

BACKGROUND

City Distribution Division

Through the Water Enterprise, the San Francisco Public Utilities Commission (SFPUC) provides drinking water to San Francisco residents, auxiliary services such as emergency water supply for firefighting, and wholesale water delivery to agencies in three nearby counties. Within the Water Enterprise, the City Distribution Division (CDD) is responsible for providing retail water distribution across the City, operating the Emergency Firefighting Water System, managing recycled water and groundwater across the City, and maintaining the City's drinking water infrastructure.

Planned New Headquarters

CDD currently operates out of a headquarters located at 1990 Newcomb Avenue. The SFPUC has determined the Division now needs a new headquarters to address overcrowding throughout the facilities and code violations and safety issues in several of the shops due to aging infrastructure. According to the SFPUC, the structures, over sixty years old, have exceeded their useful life. Rebuilding the facilities in-place while maintaining around-the-clock operations is not feasible.

The new headquarters will be located at 2000 Marin Street, which was acquired by the SFPUC in a land exchange approved by the Board of Supervisors in 2018 (File 18-0550). Staff have identified the need for an approximately 380,000 gross square foot campus, as shown in Exhibit 1 below. The proposed site design also includes public art and gardens for staff to congregate. A site plan is shown as Appendix A to this report.

Exhibit 1: CDD Headquarter Design Plans

| | 1909 Newcomb (existing) | 2000 Marin (proposed) | Change |
|------------------------------------|------------------------------------|----------------------------------|----------------|
| Staff (FTEs) | 428 | 490 | 62 |
| Equipment (count) | 99 | 118 | 19 |
| Vehicles (count) | 591 | 626 | 35 |
| Administrative Offices (sq. ft.) | 32,262 | 38,101 | 5,839 |
| Shops (sq. ft.) ¹ | 50,973 | 86,100 | 35,127 |
| Warehouse (sq. ft.) | 30,250 | 24,200 | (6,050) |
| Fuel Station (sq. ft.) | 1,350 | 4,000 | 2,650 |
| Parking Garage (sq. ft.) | 0 | 216,000 | 216,000 |
| Covered Storage (sq. ft.) | 0 | 11,620 | 11,620 |
| Total Square Feet (sq. ft.) | 114,835 | 380,021 | 265,186 |

Source: SFPUC

(1)Shops include auto, machine, fabrication & repair, carpenter/paint, meter, electrical, and support spaces (such as showers, lockers, breakrooms, & conference rooms).

Major Changes for New CDD Headquarters

According to SFPUC staff, 428 Full-Time Equivalent staff will be relocating to 2000 Marin, including 361 at the current Newcomb site in office space and trailer, and 67 staff currently working in leased space or trailers at satellite locations, including 20 from the Customer Service, 7 from Water Quality, and 40 from Landscaping and Construction Management. The proposed project is sized for 490 employees, an increase of 15 percent from the 428 existing staff, to accommodate projected staff growth during the facility's intended 50-year lifespan.

Shop space is increasing by 35,127 square feet to address the current shortfall of adequate work space and insufficient space for repair and maintenance of large vehicles. In addition, the 2000 Marin site design includes the development of a parking garage to eliminate unsafe vehicle storage throughout the yard and off-site parking. There are 690 parking spaces at the existing Newcomb Yard.

New CDD Headquarters Project Cost

The SFPUC estimates the entire project will cost \$393,600,000 for construction and project delivery. The project involves five buildings, three different building types on an 8-acre contaminated site that requires grading, some soil removal and maintaining an impervious cap on the site. Project costs will be paid by water revenue bonds. After accounting for debt service¹

¹ Assuming a 20-year bond with 8% true interest cost

on those bonds, total project costs are approximately \$800 million. Debt service will be repaid over the life of the bonds (20 to 30 years) and paid by water rates.²

To date, the Board of Supervisors has appropriated \$48 million for the CDD Headquarters Project. As of January 2023, \$4.6 million has been spent.

Procurement

This is the third attempt of the SFPUC to award a design contract for the 2000 Marin project. The first solicitation occurred in March 2021 and obtained four proposals, AECOM Technical Services, KMD Architects, Dreyfuss and Blackford Architects, and Mark Cavagnero Associates, but was canceled during the interview phase. Two of the four proposers were deemed nonresponsive due to not meeting the minimum qualifications and the third proposer communicated they could no longer continue in the evaluation process with their proposed team due to a key team member leaving the firm. A second solicitation was posted in October 2021 and resulted in three of the original four firms submitting proposals: KMD Architects, Dreyfuss and Blackford Architects, and Mark Cavagnero Associates. Although the stated aim of the second solicitation was to increase competition, SFPUC did not do any industry outreach in the first or second solicitation and simply posted the solicitation on its website. On December 20, 2021, SFPUC announced an initial award of the project to KMD Architects, which provided the highest scoring proposal according to an evaluation panel. Following the award, SFPUC staff identified technical errors in the KMD and Dreyfus proposals and disqualified the firms, resulting in an award to Mark Cavagnero Associates in February 2022. SFPUC then sought Board of Supervisors approval for the 2022 Mark Cavagnero design agreement (File 22-0285). We considered approval of that item to be a policy matter for the Board of Supervisors because: (1) the solicitation for the agreement only had a single responsive bidder, (2) the agreement's budget of \$20.1 million was less than the \$27.8 million requested not to exceed amount in the resolution, and (3) the agreement included Social Impact Partnership commitments, which were prohibited under behested payments regulations in effect at that time (and which would have been waived by the legislation approving the agreement). In addition, according to the SFPUC, after receiving Commission approval for the award in February 2022, SFPUC determined that the 2022 Mark Cavagnero agreement included a \$2.7 million subcontract with a firm owned by a City officer, a member of the San Francisco Arts Commission's Civic Design Review Committee (CDRC). According to a September 2022 SFPUC staff memo to the SFPUC Commission, "At a CDRC hearing on November 15, 2021, the committee member critiqued and made comments on the project's design. The member also voted in favor of requiring the SFPUC to address CDRC comments that, if followed, would result in a larger scope of work for the design team. The committee member did not disclose the conflict of interest or recuse himself from the hearing." SFPUC reported that they planned to remove the subcontractor prior executing the contract. The Budget & Finance committee continued the item related to the 2022 Mark Cavagnero agreement to the call of the

² The SFPUC has a policy of maintaining water and wastewater bills at no more than 2.5 percent of median household income.

chair in May 2022. Prior to that time, the City officer with the conflict of interest resigned from City service.

In September 2022, the SFPUC Commission rescinded the award to Mark Cavagnero. SFPUC issued a third Request for Proposals (RFP) in September 2022, undertook outreach efforts to potential bidders, and revised the RFP's requirements for cost proposals, subcontractor qualifications, as well as diversity, equity, and inclusion plans.

An evaluation panel³ ranked a proposal from Mark Cavagnero the highest technical and oral interview score (883.1 out of 1,000 points) of two proposals. KMD Architects, the only other proposer, scored 881.9625 out of 1,000 points. A separate panel scored Social Impact Partnership commitments,⁴ described below, and provided KMD 40.1167 points and Mark Cavagnero 48.10 points out of a possible 50 points.

Project Timeline

According to the Water Enterprise's Water Enterprise Capital Improvement Program Quarterly Report for FY 2022-2023, as of January 2023, construction is expected to take place between October 2023 and December 2027. However, because of the delay in securing a design contractor, the project timeline will be extended by at least one year. We estimate that a one-year extension of the project timeline will cost water ratepayers \$32 million (\$15.7 million in escalation costs plus \$16.3 million in associated interest costs).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a five-year, \$27,800,000 contract between the SFPUC and Mark Cavagnero Associates for design services. The five-year term is from March 1, 2023 through February 28, 2028; the contract gives the City options to extend the agreement for a total term of nine years.

Major Tasks

The scope of services in the proposed agreement includes:

- 1) **Design development**, including schematic designs, manuals for building systems, and building information models
- 2) **Preparation of construction documents**, to fully describe the work for each trade bid package

³ The technical evaluation and oral interview panel consisted of: (1) an engineer from East Bay Municipal Utility District who also scored responses from the 2022 solicitation, (2) an architect from Public Works, (3) a system operations manager from SFPUC Water Enterprise, and (4) a project manager from the Airport who also scored responses from the 2022 solicitation. The technical evaluation assessed proposer qualifications, key team member qualifications, reference projects, work approach, and proposer team organizational chart.

⁴ The Social Impact Partnership evaluation panel included: (1) non-profit youth program coordinator, (2) an analyst from the SFPUC, and (3) a community development specialist from MOHCD.

- 3) **Construction administration**, including responding to requests from construction firms during bidding and construction and conducting inspections during construction

Subcontractors

The proposed contract includes 18 subcontractors. Exhibit 2 below shows the contracts and their scopes of work.

Exhibit 2: Prime and Subcontractors

| Firm | Role |
|-----------------------------------|---|
| Banks Landl Lighting Design | Lighting Design |
| BKF | Civil Engineer |
| Clearstory | Signage Consultant |
| Emily Borland Specifications | Specifications |
| HRA Consulting | Low Voltage Consultant |
| Lotus Water | Stormwater Management |
| Mark Cavagnero | Prime Contractor |
| Miyamoto International, Inc | Structural Engineer |
| RDH | Waterproofing Consultant |
| Reax Engineering | Code Consultant |
| Salter | Acoustical Engineer |
| SJ Engineers | Plumbing and Fire Engineer |
| Stantec | Industrial, Engineering, and Interior Consultants |
| Stok LLC | LEED & Commissioning Consultant |
| Syska Hennessy | Elevator Consultant |
| TBD Consultants | Cost Estimators |
| Urban Design Consulting Engineers | Dry Utilities |
| Watry Design | Parking Consultant |
| William Duff Architects | Architect |

Source: SFPUC and Proposed Agreement

Proposed Social Impact Partnership (SIP)

In addition, the proposed agreement requires the completion of Social Impact Partnership commitments totaling \$51,000 in direct financial contributions and \$214,200 in volunteer hours.

As part of its proposal, Mark Cavagnero Associates proposed a SIP that includes providing volunteer assistance to the community nonprofit organization Bayview-Hunters Point Advocates, sponsoring paid internships in engineering and architectural design, raising awareness about environmental issues and careers in building construction, and providing a free six-week architecture camp for public high school students, as shown in Exhibit 3 below.

Exhibit 3: Social Impact Partnership Proposal

| Description | Category | Value |
|--|------------------|------------------|
| Office renovation support for Bayview-Hunters Point Advocates | Volunteer time | \$151,950 |
| Architectural planning support for future community-owned grocery store, with Bayview-Hunters Point Advocates | Volunteer time | \$12,000 |
| Paid engineering internships with BFK Engineers | Internship wages | \$11,000 |
| Paid architecture internships with Watry Designs | Internship wages | \$40,000 |
| Partner with local schools and nonprofit organizations in District 10 to increase awareness of engineering careers and of environmental issues | Volunteer time | \$9,000 |
| Six-week architecture camp for SFUSD high school students | Volunteer time | \$41,250 |
| Total | | \$265,200 |

Source: SFPUC

Inclusion of Social Impact Partnership Commitments is consistent with recently approved changes to the behested payments regulation in the Campaign and Governmental Conduct Code (File 22-0539), which now states that competitively solicited SFPUC Social Impact Partnership commitments do not constitute a behested payment.

Performance Management

The proposed contract says that SFPUC “may” conduct performance evaluations of the contractor but does not specify their frequency or evaluation criteria. The SFPUC’s Infrastructure Division’s Procedure Manual Section 3.16 requires performance evaluations be completed on an annual basis and at the end of the agreement, using a Consultant Performance Evaluation Form in that Manual, for agreements greater than \$500,000.

FISCAL IMPACT**Labor Rates**

According to Appendix B of the proposed agreement, labor billing rates range from \$72 to \$270 per hour and may be adjusted by regional inflation annually. Billing rates may not exceed \$270 per hour, unless approved by the SFPUC. The contract also allows billing of Other Direct Costs: vehicle use, specialty printing, permit fees, courier fees, and safety equipment.

Not-to-Exceed Amount

The budget in the proposed agreement does not include any staff hours, a departure from prior SFPUC design contracts. According to SFPUC staff, the agency received feedback from potential

proposers on this type of contract that estimating staff hours when preparing contract workplans is difficult.

Instead, to determine the agreement's \$27,800,000 not-to-exceed amount, SFPUC staff estimated that contracted design costs will be 9 percent of estimated construction costs (\$313,526,663). Total design costs for the project are estimated at 12 percent of construction costs, including 3 percent to be completed by Public Works Schematic Design and Landscaping and 9 percent contracted out to Mark Cavagnero and its subcontractors.

As noted above, contract costs will be paid by water revenue bonds.

RECOMMENDATION

Approve the proposed resolution.

Appendix A: Site Plan for CDD Headquarters Project



Source: SFPUC

New CDD Campus at 2000 Marin Street



Budget and Finance Committee
March 1, 2023
Shelby Campbell, Project Manager

City Distribution Division (CDD)

- Potable, recycled, groundwater, auxiliary water system
- 1250 miles of water mains
- 15 miles of pipe replaced per year
- 12 reservoirs
- 9 pump stations
- 176,000 water meters



CDD Yard History



1. 1906



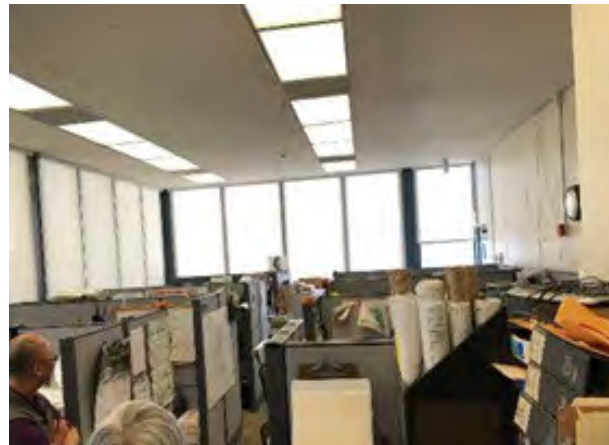
2: 1963



3: 2028



Existing CDD Campus Conditions



Design Services, PRO.0264

- **Mark Cavagnero Associates (MCA)**
- **\$27,800,000**
- **5 Years**



Campus Site Plan



Project Budget & Schedule

- **Project Budget: \$393.6 m**
- **Project Schedule:**
 - **Construction Start: Fall 2024**
 - **Construction Finish: Fall 2028**

Questions?



CAMPUS VIEW | LOOKING NORTHWEST TOWARDS POTRERO HILL

**City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, California 94102**

Agreement between the City and County of San Francisco and

**Mark Cavagnero Associates
New CDD Campus at 2000 Marin Design Services
PRO.0264**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between Mark Cavagnero Associates, 1045 Sansome Street, Suite 200, San Francisco, CA 94111 (“Contractor”), and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure architectural, engineering, and consulting services to design new facilities for the Water Enterprise's City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco, from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to the PRO.0264 Request for Proposals; and

WHEREAS, this is a contract for Services and there is a Local Business Entity (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on February 7, 2022 from the Civil Service Commission, under PSC number 41734 – 21/22 in the amount of \$30,000,000 for the period of 5 years 25 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution Number 23-0013 on January 10, 2022; and

WHEREAS, the San Francisco Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

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 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 SFPUC.

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 “Contractor” or “Consultant” means Mark Cavagnero Associates, 1045 Sansome Street, Suite 200, San Francisco, CA 94111.

1.6 “Deliverables” means Contractor’s work product resulting from the Services 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.

1.7 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.8 “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.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “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 commence on the Effective Date and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for up to an additional four (4) years, for a total time period not to exceed nine (9) years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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 **Calculation of Charges.** 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 General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Twenty-Seven Million Eight-Hundred Thousand Dollars (\$27,800,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement 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 goods and/or 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, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.7 Reserved. (Grant Funded Contracts.)

3.3.8 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). This provision does not create a private right of action against the City.

3.3.9 **Payment Terms.**

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights 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.** Pursuant to Article V of Chapter 6 of the 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 sub consultant 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 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** 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 Wage Rates. 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 Office of Labor Standards and Enforcement (“OLSE”) 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.

3.6.3 Subcontract Requirements. 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.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California 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.

3.6.6 Certified Payrolls. 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 to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. 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 OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE 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. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with 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 other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. 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 California 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.

3.7 Apprentices.

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 10.20 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated 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."

4.2 Personnel

4.2.1 **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.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants.

Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

4.3 **Subcontracting.**

4.3.1 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.

4.3.2 City’s execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B-1, Fee Schedule. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City’s approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “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 this Section 4.4 shall be solely limited to 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. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall

immediately notify City about any Assignment. 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) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) 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.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$12,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 Waiver of Subrogation Endorsements

(a) 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.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved. (Commercial Automobile Liability Insurance Primary Insurance Endorsement)

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, 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."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

(d) 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.

(e) 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.

(f) 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 and Defense Obligations For Design Professionals.

5.2.1 **Defense Obligations.** To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively “Indemnitees”), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively “Damages”), court costs, attorneys’ fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively “Litigation Expenses”), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor’s proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.2.2 **Indemnity Obligations.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.2.3 **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.

5.2.4 **Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

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 **Contractor to Pay All Taxes.** 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 **Possessory Interest Taxes.** 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.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations

Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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 may include any or all of the following, 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 listed 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. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.5 | Assignment | | |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

(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 is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(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. This Section 8.2.2 shall survive termination of this Agreement.

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 |
| | | 9.2 | Works for Hire |
| 3.4 | Audit and Inspection of Records | 11.6 | Dispute Resolution Procedure |
| 3.5 | Submitting False Claims | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity | 11.8 | Construction |
| 6.1 | Liability of City | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and Consequential Damages | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 11.11 | Severability |
| 8.1.6 | Payment Obligation | Article 13 | Data and Security |

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 for the purposes of this Agreement, 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 http://www.amlegal.com/codes/client/san-francisco_ca/.

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 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination 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 18.82% 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. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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 its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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>. 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. (Distribution of Beverages and Water)

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: Shelby Campbell
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
SCampbell@sfwater.org

To Contractor: Felicia Dunham
Mark Cavagnero Associates
1045 Sansome Street, Suite 200
San Francisco, CA 94111
feliciad@cavagnero.com

Any notice of default must be sent by registered mail or other trackable overnight 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 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

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).

11.6 Dispute Resolution Procedure.

11.6.1 Reserved. (Negotiation; Alternative Dispute Resolution)

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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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 October 14, 2022. 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. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Contractor’s proposal, and Contractor’s printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. 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.

13.1.2 Confidential Information. 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.

13.2 **Reserved. (Payment Card Industry (“PCI”) Requirements)**

13.3 **Reserved. (Business Associate Agreement)**

13.4 **Management of City Data and Confidential Information**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Data outside the United States is subject to prior written authorization by the City. Access to City’s Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors’ environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 **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

CONTRACTOR

Mark Cavagnero Associates

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier Number: 000015694

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services:

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.

TASK 1 DESIGN DEVELOPMENT

- A. The Contractor shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages.
1. Review and analysis of Schematic Design, including follow up review with the Civil Design Review (CDR) Commission.
 2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
 3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
 4. 3D modeling of drawings and preparation of renderings.
 5. Building systems, materials, products, and graphic design elements.
 6. BIM Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.
 7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
 8. Draft project specifications sufficient to describe the selected systems, materials and products.
 9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
 10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.
- B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Contractor shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
 - a. Refer to the Programming and Design Criteria documents (RFP Appendix C PRO.0264 Background Documents) for Security requirements.
 - b. In developing the CSM, Contractor shall obtain all departmental standards documents from the SFPUC.
2. Contractor shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.
4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Contractor shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Contractor shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

- a. Contractor shall inventory existing equipment and provide assessment for reuse.
- b. Contractor shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets

and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.

- c. Contractor shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Contractor shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Contractor shall prepare documents using BIM without exception unless specifically approved in writing by the City.

- 1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lod>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.
- 2. Models received from the Contractor until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.
- 3. Contractor must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
- 4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
- 5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
- 6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
- 7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.

D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.

- 1. The QA Plan shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - a. Ensuring all work complies with applicable codes and standards

- and industry practices;
 - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
2. Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.
3. Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:
- a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - c. Procedures for reviewing and checking work performed by subcontractors to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - d. Procedures for resolving review comments; and
 - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
4. Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking,

design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.

5. The Contractor shall conduct a review of the design and documentation produced by City Staff to confirm consistency and alignment with the project goals and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.
- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):
 1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review (CDR) Committee.
 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.
- H. The Contractor shall budget up to six (6) presentations and review meetings with the SFPUC stakeholders during Design Development.

TASK 2 CONSTRUCTION DOCUMENTS

- A. Based on the approval of the Design Development documents, Contractor shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
 1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Contractor is responsible for or as requested by the City.
- B. Prepare Addenda Schedule, prepare required submittals, and facilitate regulatory approvals of project documents from the Department of Building Inspection, San

Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Contractor shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.

- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit: <https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.
 - 1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.
 - 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.

- D. Contractor shall include plans and documentation for Commissioning and Activation Process:
 - 1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
 - 2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
 - 3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

TASK 3 CONSTRUCTION ADMINISTRATION

- A. Contractor is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Contractor is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Contractor is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Contractor is responsible for conducting inspections during construction and prior to substantial completion. Contractor shall issue punch list items to be completed for issuance of substantial completion and final completion.

TASK 4 SOCIAL IMPACT PARTNERSHIP (SIP)

1) *Terms and Conditions*

a. The Contractor shall provide its SIP Commitments (detailed in its SIP Submittal) during the term of the Agreement. The representations, warranties, and other terms contained in the Contractor's SIP Submittal will be the basis for a Social Impact Partnership Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

b. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under this Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. The Contractor shall fund the SIP Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the SIP Commitments. The provision of SIP Commitments does not entitle the Contractor to additional work beyond the services specified within the Agreement.

c. The Contractor shall commence performance of the SIP Commitments promptly after issuance of the first Notice to Proceed (NTP) for this Agreement. SIP Commitments performed as part of previous contracts or prior to the Contractor being awarded the Agreement cannot count towards the selected Contractor's SIP Commitments for this Agreement. If the Contractor has established programs or plans that are consistent with the Social Impact Partnership program areas described in this RFP, Contractor may continue those programs as part of its SIP Commitments and will be given credit for activities that are performed following the issuance of the first NTP by the SFPUC.

d. The Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of Work on the Project. If the SIP Program Team determines that Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, the SFPUC may withhold from subsequent payments owed to Contractor for its Work on the Project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Proposer's Project Work.

e. During the term of the contract, if the Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, City may deem Contractor in material breach of contract. The City's remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (A) revoke non-compliant Contractor's eligibility for Social Impact Commitment Bonus on future Covered Contracts;

(B) assess liquidated damages; (C) withhold progress payments; (D) withhold release of retention; and/or (E) suspend or terminate the Covered Contract.

f. If the Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to Contractor for performance of its Work, which amount SFPUC may reasonably determine in its sole discretion. If the SFPUC imposes actual or liquidated damages as a remedy against a Contractor for non-compliance, the Controller shall withhold the damages assessed until such time as either the Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original Social Impact Commitments and by the process set forth in the SFPUC Social Impact Partnership Rules and Regulations.

g. If the Contractor fails to perform any of its SIP Commitments, the Contractor shall be liable for liquidated damages on this Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined by the SFPUC in its sole discretion.

h. In the event that fulfillment of Social Impact Commitments becomes impossible or impracticable, the Contractor may request a modification to its Social Impact Commitments by documenting the impossibility or impracticability of proceeding with its existing Social Impact Commitments and proposing one or more alternatives subject to review and approval by the SFPUC as provided in the Covered Contract.

i. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

j. The Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the Social Impact Partnership Program provisions of its Covered Contract or S.F Administrative Code Chapter 21F.

2) *Project Team*

Kang Kiang shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Felicia Dunham, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

3) *Social Impact Partnership Commitments*

Contractor shall provide \$51,000 in direct financial contributions, \$214,200 in volunteer hours. Contractor commits to a minimum total contribution of \$265,200 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

| Social Impact Partnership Category | Task | Strategies and Expected Outcomes | Timetable and Duration | A | | B | | C | | D | | E | |
|------------------------------------|---|--|---|-------------------------------|-----------------|-----------------------|--|-----------------------------|--|---|--|---|--|
| | | | | Direct Financial Contribution | Volunteer Hours | Volunteer Hourly Rate | Total Value of Volunteer Hours (B x C) | Total Contributions (A + D) | | | | | |
| Environment and Community Health | Support the Bayview Hunters Point Advocates with improvements to their tenant space to support BVHPAdvocates' community support efforts and events. | The renovated office space will facilitate the work of the BVHPAdvocates and create a welcoming space for community members seeking help or services. The improvements will facilitate community meetings, events, as well as distribution of food and supplies to local residents in need. The proposal includes pro bono work from the Prime below proposer and many of the subconsultants as itemized below. Consultant - Discipline | Approximately 1 year to complete design, permitting and construction of the tenant improvements | | | | | | | | | | |
| | | Architecture | | \$ - | 600 hrs | \$ 150 /hr | \$ 90,000 | \$ 90,000.00 | | | | | |
| | | Structural Engineering | | \$ - | 20 hrs | \$ 150 /hr | \$ 3,000 | \$ 3,000.00 | | | | | |
| | | Mechanical and Electrical Engineering | | \$ - | 60 hrs | \$ 150 /hr | \$ 9,000 | \$ 9,000.00 | | | | | |
| | | Plumbing Engineering | | \$ - | 130 hrs | \$ 150 /hr | \$ 19,500 | \$ 19,500.00 | | | | | |
| | | IT and Security Consulting | | \$ - | 50 hrs | \$ 150 /hr | \$ 7,500 | \$ 7,500.00 | | | | | |
| | | Lightning Design | | \$ - | 75 hrs | \$ 150 /hr | \$ 11,250 | \$ 11,250.00 | | | | | |
| | | Cost Consulting | | \$ - | 40 hrs | \$ 150 /hr | \$ 6,000 | \$ 6,000.00 | | | | | |
| | | Code/ Life Safety Consulting | | \$ - | 12 hrs | \$ 150 /hr | \$ 1,800 | \$ 1,800.00 | | | | | |
| | Specifications | | \$ - | 8 hrs | \$ 150 /hr | \$ 1,200 | \$ 1,200.00 | | | | | | |
| | Acoustic/ AV | | \$ - | 18 hrs | \$ 150 /hr | \$ 2,700 | \$ 2,700.00 | | | | | | |
| | Support the Bayview Hunters Point Advocates with test fit studies related to a community-owned co-op grocery store | Working in partnership with the Bayview Hunters Point Advocates, the studies will help advance BVHPAdvocates' objective of making healthy food readily available to the residents of San Francisco's Southeast neighborhoods. | Duration of the contract - 5 years, 2022-2026 | \$ - | 80 hrs | \$ 150 /hr | \$ 12,000 | \$ 12,000.00 | | | | | |
| Job Exposure and Internships | Support the residents of the Southeast neighborhoods through paid internships providing exposure to engineering professions. | BKF is committed to supporting the SIP through an intern program. BKF has a robust and successful internship program and believe that an including a young professional on the project team would provide invaluable professional development opportunities for the individual. We would recruit an intern via the City's SIP supplier program, or our own intern recruitment program to offer the opportunity. BKF is committed to sourcing local talent from the communities in which the project would serve. The financial contribution represents the anticipated intern wages. | Duration of the contract - 5 years. 2022-2026 | \$ 11,000.00 | 0 hrs | \$ 150 /hr | \$ - | \$ 11,000.00 | | | | | |
| | | Watry Design is committed to hiring interns through the City's architecture internship program with a specific emphasis on finding participants from the southeast neighborhoods. The financial contribution represents the anticipated intern wages. | Duration of the contract - 5 years. 2022-2026 | \$ 40,000.00 | 0 hrs | \$ 150 /hr | \$ - | \$ 40,000.00 | | | | | |

| | | | | | | | | | | |
|-------------------------|--|--|---|------|-----|-----|------------|----|----------------------|--------------|
| Education | Partner with established non-profits and schools in District 10 to educate young people on issues related to the environment and careers in building design fields | The team is committed to working with City College to host panels for students interested in architecture and engineering to expose them to those professions. Our subconsultant team also has a track record of working with non-profits such as Literacy for Environmental Justice who works with youth and schools in District 10 on environmental education. | | \$ - | 60 | hrs | \$ 150 /hr | \$ | 9,000 | \$ 9,000.00 |
| | Introduce architecture to underserved students in the Bay Area to educate about the profession of architecture. | MCA team commits to running a free 6-week introduction to architecture camp with SFUSD public high schools. The goal of the ARCH Camp program is to introduce architecture as a profession and bring diversity, equity, and inclusion to the built environment. | ongoing -260 to 300 hours to organize and implement | \$ - | 275 | hrs | \$ 150 | \$ | 41,250 | \$ 41,250.00 |
| Total Commitment | | | | | | | | | \$ 265,200.00 | |

4) *Accountability and Deliverables*

Contractor shall provide a description of the accountability methods to ensure that the proposed SIP activities will be delivered in a transparent and accountable manner. The contractor shall provide reports and supporting documentation consistent with the reporting requirements detailed below to establish fulfillment of the SIP commitments.

Contractor must provide the following deliverables during performance of the Agreement:

a) Social Impact Partnership Plan and Timeline

- The Contractor must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the NCA. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Proposer's SIP Commitments.

b) Social Impact Partnership Commitments and Reporting

- Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the SIP Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.
- The Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the Contractor completes the measurable commitments during the term of the contract) to the SFPUC SIP Program team. The progress reports must identify activities and detail the quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, the Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Contractor must submit progress reports by the last business day of the month following the close of the previous three-month period.
- The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

- The Contractor shall also submit a stand-alone annual newsletter to the SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

5) *Statements of Understanding*

Contractor acknowledges that they agree with the following statements:

- Contractor is bound by all instructions in the RFP for the SIP Submittal.
- Contractor’s SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- SIP Commitments must provide support by monetary donations or services to or through Beneficiaries (as that term is defined in Administrative Code section 21F.2 as follows: “Beneficiary” means an organization that is eligible to receive a Social Impact Commitment. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity, or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.
- SIP Commitments shall not go to, nor benefit, any City department or employee.
- SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- Contractor must deliver its SIP Commitments at no cost to the SFPUC.
- Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the final Agreement.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Contractor’s SIP Commitments.
- Contractor is obligated to comply with SFPUC’s SIP Commitments reporting requirements.
- Contractor is obligated to comply with the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor’s Social Impact Partnership Proposal dated October 14, 2022, which is incorporated

herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Social Impact Partnership Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *Contractor must submit all written Deliverables, including any copies, 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. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Shelby Campbell.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

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

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

7. 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.

Appendix B Calculation of Charges

As part of Contractor's proposal dated October 14, 2022, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

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.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$270 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0264 is **2.8880**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
 - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the City an approved mileage log with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Contractor must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs.
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

b. Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities not requested by SFPUC;
- Routine travel Contractor’s home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical personnel time;

- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software, communication devices, and electronic equipment;
- All meal, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees:

- Subject to the restrictions in this Section 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while

performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 “Progress Payment Form” must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 “Payment Affidavit” must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

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.

FEE SCHEDULE for PUC.PRO.0264: New CDD Campus at 2000 Marin Design Services

Mark Cavagnero Associates

OVERHEAD AND PROFIT SCHEDULE

| Firms | Staff Classification/Title | Name of Proposed Staff Person (First Name, Last Name) | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, not to exceed \$270/hour) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
|---|---|--|------------------------|--|---|---|--|
| [A] | [B] | [C] | [D] | [E] | [F]=[D]x[E] | [G] | [H]=[G]x[E] |
| Mark Cavagnero Associates (Architecture/Interiors) | Senior Principal | Mark Cavagnero | \$ 100.00 | 2.70 | \$ 270.00 | 32.98% | 0.8905 |
| | Principal | Kang Kiang | \$ 96.43 | | \$ 260.36 | | |
| | Project Manager | Felicia Dunham | \$ 80.00 | | \$ 216.00 | | |
| | Project Architect | Ellen Leuenberger | \$ 60.00 | | \$ 162.00 | | |
| | Senior Architect | staff position | \$ 60.00 | | \$ 162.00 | | |
| | Intermediate | staff position | \$ 45.00 | | \$ 121.50 | | |
| | Junior | staff position | \$ 35.00 | | \$ 94.50 | | |
| William Duff Architects (Shops/Warehouse) | PIC / Sr. Project Manager -Shops | David Plotkin | \$ 88.94 | 3.03 | \$ 269.49 | 19.33% | 0.5857 |
| | Sr. Project Architect -Shops | Dillon Parker | \$ 77.40 | | \$ 234.52 | | |
| | Project Architect -Shops | staff position | \$ 52.56 | | \$ 159.26 | | |
| | Job Captain -Shops | staff position | \$ 44.17 | | \$ 133.84 | | |
| | Designer -Shops | staff position | \$ 35.58 | | \$ 107.81 | | |
| BKF | Principal in Charge | Scott Schork | \$ 84.37 | 3.20 | \$ 269.98 | 5.47% | 0.1750 |
| | Principal/Civil Project Manager | Simon North | \$ 84.37 | | \$ 269.98 | | |
| | Associate | Mike O'Connell | \$ 81.82 | | \$ 261.82 | | |
| | Project Manager/Civil Design | Janine Lapp | \$ 69.00 | | \$ 220.80 | | |
| | Project Manager/Water Resources | Eric Moreno | \$ 69.00 | | \$ 220.80 | | |
| | Engineering Manager | Shante Stowell | \$ 59.00 | | \$ 188.80 | | |
| | Sr. Project Engineer | Chris Low | \$ 58.00 | | \$ 185.60 | | |
| Project Engineer | Alexandrea Ramiro | \$ 45.00 | \$ 144.00 | | | | |
| Lotus Water | Principal in Charge | Shauna Dunton | \$ 84.13 | 2.838 | \$ 238.76 | 0.69% | 0.0196 |
| | Sr. Engineer | Robert Dusenbury | \$ 84.13 | | \$ 238.76 | | |
| | Project Manager | Bryce Wilson | \$ 72.12 | | \$ 204.68 | | |
| | Project Engineer | Sarah Teplitsky | \$ 55.29 | | \$ 156.91 | | |
| Miyamoto International, Inc. | Principal - QA/QC | Josh Reynolds | \$ 84.38 | 3.20 | \$ 270.00 | 4.98% | 0.1594 |
| | Project Manager | Sean Fraser | \$ 69.15 | | \$ 221.28 | | |
| | Principal in Charge | Ken Wong | \$ 84.38 | | \$ 270.00 | | |
| | Project Engineer | Jake Gruber | \$ 49.54 | | \$ 158.53 | | |
| | Project Engineer | Robert Luemers | \$ 50.70 | | \$ 162.24 | | |
| | Designer/Senior Designer | Amber Elliott | \$ 35.71 | | \$ 114.27 | | |
| | Designer/Senior Designer | Myron Arquines | \$ 36.75 | | \$ 117.60 | | |
| Stantec | Industrial Engineering/Architecture | Patrick McKelvey | \$ 86.32 | 2.8798 | \$ 248.58 | 6.40% | 0.1843 |
| | Industrial Engineering/Architecture | Jessica Cooper | \$ 47.67 | | \$ 137.28 | | |
| | Industrial Engineering/Architecture | Jared Weismantel | \$ 63.65 | | \$ 183.30 | | |
| | Industrial Engineering/Architecture BIM | Staff Position | \$ 40.00 | | \$ 115.19 | | |
| | Interior Design Lead | Heidi Dunn | \$ 49.63 | | \$ 142.92 | | |
| | Interior Design/BIM | Staff Position | \$ 40.00 | | \$ 115.19 | | |
| | Principal Engineer | Maung Winn | \$ 83.82 | | \$ 241.38 | | |
| | Senior Mechanical Engineer | Gladys Yang | \$ 68.66 | | \$ 197.73 | | |
| | Mechanical Engineer | Sevak Galstyan | \$ 44.95 | | \$ 129.45 | | |
| | Senior Plumbing Engineer | Joe Tai | \$ 69.70 | | \$ 200.72 | | |
| | Plumbing Designer | Franklin Lopez | \$ 60.75 | | \$ 174.95 | | |
| | Energy Modeling | Carlos Iskander | \$ 44.23 | | \$ 127.37 | | |
| | Principal Electrical Engineer | Paul Erikson | \$ 91.72 | | \$ 264.14 | | |
| | Senior Electrical Engineer | Daniel Castro | \$ 85.83 | | \$ 247.17 | | |
| | Electrical Engineer | Claire Liu | \$ 54.68 | | \$ 157.47 | | |
| | Senior Lighting Designer | Barth Ballard | \$ 49.62 | | \$ 142.90 | | |
| | Administrative Support | Peter Adams | \$ 35.66 | | \$ 102.69 | | |
| | Principal Fueling Systems | Reb Guthrie | \$ 84.13 | | \$ 242.28 | | |
| | Fuel Systems Engineer of Record | Faye Farahmand | \$ 69.71 | | \$ 200.75 | | |
| | Fuel Systems Designer | Rob Futcha | \$ 40.00 | | \$ 115.19 | | |
| | Interiors Project Manager - FF&E | Wendy Weiskopf | \$ 61.77 | | \$ 177.89 | | |
| | Interiors Jr. Staff - FF&E | Emily Thomas | \$ 27.17 | | \$ 78.24 | | |
| SJ Engineers | Principal | Neil Joson | \$ 83.00 | 2.78 | \$ 230.74 | 7.11% | 0.1977 |
| | Associate | Kevin Takeda | \$ 55.00 | | \$ 152.90 | | |
| | Project Engineer | Robert Yamauchi | \$ 55.00 | | \$ 152.90 | | |
| | CAD | Bonifacio Del Rosario | \$ 36.00 | | \$ 100.08 | | |
| | Administrative | staff position | \$ 26.00 | | \$ 72.28 | | |
| Stok LLC | Sustainability Lead | Adam Meltzer | \$ 70.91 | 2.40 | \$ 170.18 | 3.26% | 0.0782 |
| | Social Impact Partnership Lead | Kristen Hershowitz | \$ 70.91 | | \$ 170.18 | | |
| | Sustainability Coordinator | Julia Chiado | \$ 50.96 | | \$ 122.30 | | |
| | Commissioning Lead | Jason Breede | \$ 80.28 | | \$ 192.67 | | |
| | Commissioning Coordinator | Aaron Schneider | \$ 63.94 | | \$ 153.46 | | |
| | Energy Modeling Lead | Xun Jia | \$ 62.02 | | \$ 148.85 | | |
| HRA Consulting | Energy Modeling Coordinator | Michelle Tang | \$ 40.87 | 2.92 | \$ 98.09 | 4.07% | 0.1188 |
| | Principal/Project Manager | Hamid R. Arbabaraghi | \$ 90.00 | | \$ 262.80 | | |
| | Associate/Revit | Nina Arbabaraghi | \$ 55.00 | | \$ 160.60 | | |
| | BIM Specialist | Louis Harrison | \$ 55.00 | | \$ 160.60 | | |
| President and Senior Vice President | Tom Schindler | \$ 76.16 | \$ 226.20 | | | | |

OVERHEAD AND PROFIT SCHEDULE

| Firms | Staff Classification/Title | Name of Proposed Staff Person (First Name, Last Name) | | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, not to exceed \$270/hour) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
|-----------------------------------|---|--|------------|------------------------|--|---|---|--|
| [A] | [B] | [C] | | [D] | [E] | [F]=[D]x[E] | [G] | [H]=[G]x[E] |
| Salter | Senior Associate | Davis | Keith | \$ 70.46 | 2.97 | \$ 209.27 | 1.19% | 0.0353 |
| | Associate | Sybille | Roth | \$ 60.58 | | \$ 179.92 | | |
| Syska Hennessy | Principal in Charge | Michelle | Baratta | \$ 85.00 | 3.102 | \$ 263.67 | 0.28% | 0.0087 |
| | Principal in Charge | Kurt | Lutter | \$ 85.00 | | \$ 263.67 | | |
| | Project Manager | Mike | Garceau | \$ 73.00 | | \$ 226.45 | | |
| Banks Landl Lighting Design | Principal | Matt | Landl | \$ 72.11 | 3.10 | \$ 223.54 | 2.64% | 0.0818 |
| | Design Director | Tobias | Holden | \$ 50.48 | | \$ 156.49 | | |
| | Senior Designer | Austin | Anderson | \$ 45.67 | | \$ 141.58 | | |
| | Senior Designer | Tan | Mekathikom | \$ 45.67 | | \$ 141.58 | | |
| | Designer | Zuleika | Yan | \$ 40.86 | | \$ 126.67 | | |
| | Designer | Nitika | Agrawal | \$ 40.86 | | \$ 126.67 | | |
| | Junior Designer | Chelsie | Cocjin | \$ 33.65 | | \$ 104.32 | | |
| | Junior Designer | Bassel | Abas | \$ 33.65 | | \$ 104.32 | | |
| RDH | Senior Specialist, Project Principal | Joe | Piñon | \$90.00 | 3.00 | \$ 270.00 | 1.03% | 0.0309 |
| | Specialist, Façade Specialist | Felix | Weber | \$75.00 | | \$ 225.00 | | |
| | Building Science Consultant, Project Manager | John | Ng | \$56.67 | | \$ 170.01 | | |
| | Engineer (EIT) 1, Field Engineer | David | Lattimore | \$45.00 | | \$ 135.00 | | |
| Watry Design | Principal | Michelle | Wendler | \$ 84.37 | 3.20 | \$ 269.98 | 5.19% | 0.1661 |
| | Senior Project Manager | Taylor | Kim | \$ 63.94 | | \$ 204.61 | | |
| | Senior Project Manager | Anita | Gupta | \$ 63.94 | | \$ 204.61 | | |
| | Assistant Project Manager | Meghana | Prabhune | \$ 45.67 | | \$ 146.14 | | |
| | Project Engineer | Chris | Maulino | \$ 53.37 | | \$ 170.78 | | |
| | Senior Project Architect | Hannah | Moyer | \$ 60.10 | | \$ 192.32 | | |
| | Senior Job Captain | Edson | Ty | \$ 46.63 | | \$ 149.22 | | |
| | Senior Designer [E] | Kevin | Phan | \$ 44.23 | | \$ 141.54 | | |
| | Senior Designer [P] | Salvador | Garcia | \$ 35.00 | | \$ 112.00 | | |
| | Senior Designer [A] | Will | Cheung | \$ 36.00 | | \$ 115.20 | | |
| Senior Designer [E] | Jose | Ramirez | \$ 35.00 | \$ 112.00 | | | | |
| Urban Design Consulting Engineers | Principal | Jason | Ling | \$ 84.37 | 3.20 | \$ 269.98 | 1.20% | 0.0384 |
| | Project Manager | Dana | Hymel | \$ 84.37 | | \$ 269.98 | | |
| | Project Manager | Nick | Lawrus | \$ 84.37 | | \$ 269.98 | | |
| | Sr. Engineering Designer / Associate Designer | staff position | | \$ 48.08 | | \$ 153.85 | | |
| Engineering Designer | staff position | | \$ 40.87 | \$ 130.78 | | | | |
| Clearstory | President, Principal | Julie | Vogel | \$ 84.00 | 3.20 | \$ 268.80 | 2.63% | 0.0842 |
| | Project Manager | Justin | Lawrance | \$ 59.34 | | \$ 189.89 | | |
| | Tecnicial Designer | staff position | | \$ 43.76 | | \$ 140.03 | | |
| | Senior Designer | Alan | Kreigel | \$ 42.05 | | \$ 134.56 | | |
| | Designer | staff position | | \$ 33.00 | | \$ 105.60 | | |
| | Junior Designer | staff position | | \$ 30.31 | | \$ 96.99 | | |
| Design Assitant | staff position | | \$ 24.00 | \$ 76.80 | | | | |
| Reax Engineering | Principal | Wolski | Armin | \$ 117.50 | 2.00 | \$ 235.00 | 0.50% | 0.0100 |
| | Associate Principal | Thomas | Ronnie | \$ 100.00 | | \$ 200.00 | | |
| Emily Borland Specifications | Principal Specifier | Emily | Borland | \$ 111.60 | 2.24 | \$ 249.98 | 0.48% | 0.0108 |
| | Associate Specifier | Maureen | Behrendt | \$ 100.00 | | \$ 224.00 | | |
| | Associate Specifier | Hector | Rubio | \$ 100.00 | | \$ 224.00 | | |
| TBD Consultants | Cost Estimation | Niall | Durkin | \$ 104.33 | 2.22 | \$ 231.61 | 0.57% | 0.0127 |
| | Cost Estimation | Amy | Muhl | \$ 88.46 | | \$ 196.38 | | |
| | Cost Estimation | David | Jones | \$ 104.33 | | \$ 231.61 | | |
| | Cost Estimation | Angad | Chouhan | \$ 49.52 | | \$ 109.93 | | |

Effective Project Overhead & Profit Rate (EOPR):

Maximum Allowable Effective Project Multiplier = **3.20**

2.8880

Request for Proposals:

**New CDD Campus at 2000 Marin Design
Services (Rebid of PUC.PRO.0232)**

Agreement No. PUC.PRO.0264

9/14/2022



**San Francisco
Water Power Sewer**

Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to provide architectural, engineering, and consulting services to design new facilities for the Water Enterprise's City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco. A Proposer upon entering into an agreement to perform the services described herein is referred to hereafter as “Contractor.” The Contractor may also be called upon to provide other related services during the term of the Professional Services Agreement (“Agreement”) that results from this RFP.

The Contractor will be responsible for the design of all buildings and site improvements, except landscaping. In preparation of the final design and documentation, the Contractor will collaborate with and make recommendations to the City's Project Manager as to the design direction that best satisfies the programmatic needs (scope), schedule, and quality parameters of the City. The Contractor will progress its team’s efforts towards the accepted design direction satisfactory to the City, assist with facilitating the public approval process through Civic Design Review, achieve coordination among disciplines, meet schedules and budget targets, and serve as the responsible Architect of Record for all pertinent permit issuing agencies.

The Contractor shall manage all of its engineering and specialty subcontractors, will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility appropriate to the purpose and needs of the City services that will reside in the facility.

The City intends to hire a Construction Manager/General Contractor (CM/GC) to advise and assist the project team in meeting the project objectives, as well as to manage construction of the project. At a minimum, this will include Contractor receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to hire design-build trade subcontractors for the mechanical, plumbing, fire and electrical building systems.

The SFPUC is committed to exemplary and highly functional civic buildings, and seeks responses from firms with proven track record of successful performance in the following areas: Architecture, Civil Engineering, Industrial Engineering, Mechanical and Plumbing Engineering, Electrical Engineering, Fire Sprinkler Systems, Structural Engineering, Acoustical Engineering,

¹ “Proposer” refers to any entity responding to this Request for Proposals (RFP).

Parking, Elevator Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Furniture, Fixtures & Equipment (FF&E), Signage Design, Leadership in Energy and Environmental Design (LEED) and Commissioning.

The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$27,800,000.00 per Agreement

Agreement Duration: 5 Years

Estimate of Work by Task and by Discipline

The following is an estimate by task of work expected in this project:

| | |
|---|-----|
| Design Development | 28% |
| Construction Documents, Permitting, Bid & Award | 39% |
| Construction Administration | 33% |

The Agreement amount is inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to an additional four (4) years, for a total of nine (9) years (or 108 months).

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates agreed to by the SFPUC and the selected Proposer (“Contractor”) into the Agreement. The standard terms of the Agreement will be non-negotiable.

The SFPUC may post additional information relating to the RFP on the SFBid website after issuance of the RFP. Proposers are responsible for consulting the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

The following dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

| | |
|---|------------|
| Advertisement of RFP | 9/14/2022 |
| Pre-Submittal Conference..... | 9/21/2022 |
| Deadline for Proposers to Submit Questions | 9/23/2022 |
| Deadline for Proposers to Submit Proposals..... | 10/12/2022 |
| Short-Listing and Notification of Oral Interviews | 11/9/2022 |

| | |
|--|------------|
| Oral Interviews..... | 11/29/2022 |
| Posting of Highest-Ranked Proposer | 12/5/2022 |
| Public Utilities Commission Authorization to Execute Agreement | 1/10/2023 |
| Board of Supervisor's Approval | 2/15/2023 |
| Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement | 2/22/2023 |
| Notice of Award of Agreement..... | 3/15/2023 |

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Time: 10:00 A.M.

Date: 9/21/2022

Location:

<https://sfwater.zoom.us/j/81717061194?pwd=UDBWOTdvTzZCRUhYNTYwREtjZUITUT09&from=addon>

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions regarding the RFP at this conference and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City will not be bound by any oral representation. If the City provides any new and/or substantive information in response to questions raised at the pre-submittal conference, the SFPUC will memorialize the information in a written addendum to this RFP.

The SFPUC highly recommends Prime Proposer’s attendance at the pre-submittal conference.. If the Contract Monitoring Division (CMD) has assigned a Local Business Enterprise (LBE) participation requirement, see Section 9.1, “LBE Subcontractor Participation Requirements”.

1.4 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#).

The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP in a timely manner on the [SFBid website](#).

Please refer to Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.

1.5 Diversity, Equity, and Inclusion in Contracting

This contracting opportunity is subject to compliance with the City's Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In alignment with the SFPUC's core mission, the agency seeks to promote diversity within its contracting opportunities. SFPUC encourages proposals from Proposers that commit not only to optimize the use of Micro-LBE, Small-LBE, and SF Small Business Administration (SBA)-certified firms, but also to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

- i. As part of SFPUC's core mission, the agency is committed to the promotion of racial equity. In July 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to actively promote internal and external racial equity. This effort aligns with the San Francisco Board of Supervisors' (BOS) enactment of Ordinance No. 188-19 in July of 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.
- ii. In alignment with SFPUC's core mission, the agency seeks to promote diversity in its contracting opportunities. SFPUC encourages Proposers to demonstrate in their Proposals actionable commitment to racial justice by, for example, presenting Key Lead Team Members, staff, and contractors, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.
- iii. The SFPUC's encouragement of diversity will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

1.6 Limitations on Communications

From the earlier of either 1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or 2) the date this RFP is issued, until completion of the competitive process of this RFP, either by cancelation or by final action of the San Francisco Public Utilities Commission, Proposers, subcontractors, vendors and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP.

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification

of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

1.7 Social Impact Partnership Program (“SIP”)

Through the Social Impact Partnership program (“SIP”), the SFPUC seeks to identify partners with shared values to build stronger partnerships throughout the City and SFPUC service territory, resulting in healthier and more vibrant communities.

A Proposer may voluntarily propose SIP Commitments as a part of its written Proposal. The SIP Commitments Submittal must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC. SIP Commitments shall not go to, nor benefit, any City department or employee.

The SFPUC invites Proposers to include a SIP Commitments Submittal detailing proposed SIP Commitments in accordance with RFP Section 5.2.11, which will become contractual obligations upon contract award. If the BOS does not approve the proposal, any SIP submissions and commitments will become null.

1.8 Conflicts of Interest

The City will require the Contractor to agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review [Section 12](#) of this RFP carefully before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC is the City department that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations.

The mission of the SFPUC is to:

- Serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water, while maximizing benefits from power operations and responsibly managing the resources entrusted to its care;
- Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures rate payer confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three separate enterprises. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers. The Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The Power Enterprise is responsible for managing retail power sales, transmission and power scheduling, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning efforts, and various other energy services.

With regard to the SFPUC Divisions, External Affairs provides Communications and Outreach services, Business Services oversees all financial and accounting matters for the entire SFPUC, and Infrastructure delivers capital improvement programs.

2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, racial justice, community benefits, and innovative technologies.

A. Environmental Justice Policy

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by

Charter Section 8B, by Resolution 09-0170. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf

B. Community Benefits Policy

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. The SIP program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf

C. Technology Policy

On September 11, 2012, the SFPUC adopted a Technology Policy, by Resolution No. 12-0165, that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with the Commission's Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service ("LOS") goals. The key principles and criteria shall be consistent with Triple Bottom Line principles that include economic, environmental, social, leadership and transparency. Refer to: <https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615>

D. Racial Justice Policy

On July 14, 2020, the SFPUC adopted Racial Justice Resolution 20-0149 condemning systematic racism and vowing to take action to promote internal and external racial equity. This effort aligns with the larger City-wide Legislative Mandate, [Ordinance No. 188-19](#), where the Board of Supervisors established the Office of Racial Equity (ORE) to address racial disparities in City Departments and external programs. Refer to: <https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594>.

2.3 SFPUC Infrastructure Division, Project Management Bureau

The Project will be implemented by the SFPUC Infrastructure Division, Project Management Bureau (PMB). The SFPUC Project Manager (PM), under PMB, has overall project responsibility and is accountable for project execution, including the project work scope, schedule, and

budget. The PM is the SFPUC’s representative and spokesperson for the project and is also responsible for overall project communication and coordination.

2.4 Water Enterprise, City Distribution Division (CDD)

The SFPUC Water Enterprise’s **City Distribution Division (CDD)** oversees the retail water distribution system within the City and County of San Francisco. CDD is responsible for the physical infrastructure of San Francisco’s potable, auxiliary water supply system, and groundwater systems. CDD’s responsibilities include 24/7 emergency response to water main breaks and two-alarm or larger fires in addition to day-to-day operations and maintenance of over 1,250 miles of water main (ranging in size from 2-inch to 60-inch diameter pipes), twelve (12) reservoirs, nine (9) pump stations, seven (7) hydro-pneumatic stations, six (6) tanks, the water meter program serving over 176,000 customers, and maintaining CDD’s physical plant, equipment and vehicles and over 1,100 acres of grounds throughout the city.

2.5 City Distribution Campus at 2000 Marin

The new CDD Campus at 2000 Marin Project will replace CDD’s existing headquarters currently located at 1990 Newcomb Avenue. 2000 Marin, an approximately 8-acre property located off Evans Avenue with frontages on Marin Street and Cesar Chavez Street, provides an opportunity to build new facilities that will meet the needs of CDD for the next 50 years. The building program (detailed in Appendix C PRO.0264 Background Documents) includes Administrative Offices, Warehouse, Industrial Shops, Parking Garage, Fueling Station, and Site Improvements.

PROJECT BACKGROUND

The current CDD headquarters, located at 1990 Newcomb Avenue, has served as the division’s main facility within San Francisco for almost six (6) decades. Due to continuous growth of the City’s population, new service demands, and aging infrastructure, there is an acute need for the development of a new headquarters to alleviate overcrowding, address code and safety issues, eliminate inefficiencies, and accommodate the CDD’s current and future operational needs.

The SFPUC’s Vision for the new CDD Campus at 2000 Marin, includes the following goals:

1. Provide an increase in space required to meet current and future operating needs.
2. Provide code-compliant, safe, state-of-the art shops and warehouse facilities.
3. Ensure a secure campus with clear and safe vehicular and pedestrian circulation.
4. Promote a campus-wide sense of community with shared amenities and collaborative gathering space.

5. Provide a more efficient approach to indoor and outdoor storage and management of materials and equipment inventory.
6. Achieve parking density and efficiency required to accommodate current and future fleet and equipment inventories.
7. Achieve LEED sustainability building performance requirements, including but not limited to facilities that maximize energy efficiency.
8. Recognize need for good urban design and inclusion of public art.

The Programming and Conceptual Design phases were completed by City Design Staff to establish scope and budget definition, and secure environmental clearance. Their work product depicts a campus consisting of 400,000 gross square feet (GSF) to support 490 employees, parking structures with up to 600 parking spaces, a warehouse and industrial shop space for auto/paint, machine, fabrication, meter, landscaping, electrical and carpentry shops. The SFPUC received approval of Informal Review for Conceptual Design from the Civic Design Review (CDR) Commission in January 2021.

The Schematic Design phase was completed by City Design Staff in December 2021, including site plan, floor plans for each building, and preliminary building systems. The SFPUC received conditional Design Review Phase 1 approval from the CDR Commission on November 15, 2021. Approval is conditional on scheduling an informal review of the Commission's comments prior to proceeding with design.

The SFPUC intends to use the CM/GC method of alternative project delivery for the construction of this project to integrate construction contractor input at the earliest opportunity to improve reliability of design, quality of documentation and accuracy of cost opinions, as well as to plan and organize the sequence of construction. The SFPUC expects the Contractor (including any and all subcontractors) to collaborate with the CM/GC Team for the CM/GC issuance of multiple trade bid packages for this project.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services Contractor to provide architectural, engineering and specialty contractor design services for the design documentation and construction contract support for the new CDD campus facilities. The Contractor and its subcontractors will be required to rely upon the bridging documents prepared by City Staff for essential programmatic and schematic design. It is the City's interest to see firms who have a track record of successful performance in civic projects that strive to balance critical architecture with function and the evolving expectations for more sustainable and leading health and safety approaches to design.

The primary role of the Contractor will be to perform the following tasks, including but not limited to:

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.

The Contractor will be responsible for the quality of all design efforts. In preparation of the final design, the Contractor will work with, and advise, and make timely and researched recommendations to the City's PM as to the design options that best satisfy the needs and scope, schedule and quality parameters of the City. The Contractor will implement the Design Criteria satisfactorily to the City; facilitate the project approval process through Civic Design review and permitting agencies; achieve coordination between disciplines; meet scheduled and budget performance; and serve as the responsible Architect of Record for all pertinent plan check review requirements.

The Contractor will hire all the following specialty subcontractors for the project and will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility within the targeted quality, cost model, and schedule goals of the Project.

For the entire project: Architecture, Structural, Civil Engineering, Industrial Engineering, Acoustical Engineering, and specialty subcontractors for Parking, Elevator Systems, Fire Sprinkler Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Signage Design, LEED and Commissioning. **Landscape Architecture is excluded. It will be performed by the City.**

For all buildings, Electrical, Mechanical and Plumbing Engineering will be design-build. Contractor will be responsible for completing bridging documents from schematic design.

The City intends to hire a CM/GC to advise and assist the project team in the delivery of the project. At a minimum, this will include receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to engage design-build trade subcontractors for Electrical, Mechanical and Plumbing building systems.

3.2 Contract Term and Schedule

The Agreement will have a duration of 5 Years.

The SFPUC reserves the right to commence, close, reduce or extend Contractor's services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to an additional four (4) years, for a total of nine (9) years (or 108 months).

3.3 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment.

TASK 1 DESIGN DEVELOPMENT

- A. The Contractor shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages.
 - 1. Review and analysis of Schematic Design, including follow up review with the CDR Commission.
 - 2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
 - 3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
 - 4. 3D modeling of drawings and preparation of renderings.
 - 5. Building systems, materials, products, and graphic design elements.
 - 6. BIM Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.

7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
8. Draft project specifications sufficient to describe the selected systems, materials and products.
9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.

B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Contractor shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
 - a. Refer to the Programming and Design Criteria documents (Appendix C PRO.0264 Background Documents) for Security requirements.
 - b. In developing the CSM, Contractor shall obtain all departmental standards documents from the SFPUC.
2. Contractor shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.
4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Contractor shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network

monitoring.

5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Contractor shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

- a. Contractor shall inventory existing equipment and provide assessment for reuse.
- b. Contractor shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.
- c. Contractor shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Contractor shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Contractor shall prepare documents using BIM without exception unless specifically approved in writing by the City.

1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lof>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.
2. Models received from the Contractor until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.

3. Contractor must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
 4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
 5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
 6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
 7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.
- D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.
1. The QA Plan shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - a. Ensuring all work complies with applicable codes and standards and industry practices;
 - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
 2. Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.
 3. Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including

but not limited to the following:

- a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - c. Procedures for reviewing and checking work performed by subcontractors to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - d. Procedures for resolving review comments; and
 - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
4. Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.
5. The Contractor shall conduct a review of the design and documentation produced by City Staff to confirm consistency and alignment with the project goals and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.
- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):

1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review(CDR) Committee.
 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.
- H. The Contractor shall budget up to six (6) presentations and review meetings with the SFPUC stakeholders during Design Development.

TASK 2 CONSTRUCTION DOCUMENTS

- A. Based on the approval of the Design Development documents, Contractor shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Contractor is responsible for or as requested by the City.
- B. Prepare Addenda Schedule, prepare required submittals, and facilitate regulatory approvals of project documents from the Department of Building Inspection, San Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Contractor shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.
- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit: <https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.
1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.

2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.
- D. Contractor shall include plans and documentation for Commissioning and Activation Process:
1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
 2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
 3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

TASK 3 CONSTRUCTION ADMINISTRATION

- A. Contractor is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Contractor is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Contractor is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Contractor is responsible for conducting inspections during construction and prior to substantial completion. Contractor shall issue punch list items to be completed for issuance of substantial completion and final completion.

3.4 City Staff Responsibilities

The work to be performed and responsibilities to be assumed by City staff are as follows:

Landscape design for the final design, construction documents, and construction administration.

3.5 General Obligations

- A. Throughout all design phases, Contractor shall collaborate with the Project Team, including the CM/GC Contractor.
- B. Contractor shall develop and maintain a schedule indicating the critical path for the Project duration and update this schedule throughout all design phases.

- C. Contractor shall submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two (2) weeks of date of meetings.
- D. Contractor shall submit monthly progress reports, within five (5) calendar days after the end of each month.
- E. Contractor shall initiate and manage the process to obtain LEED Gold Certification.
- F. At the conclusion of each design milestone, the Contractor shall prepare and submit a Design Review Submittal, which shall include all drawings, diagrams, calculations, 3D models, 3D renderings, schedules and a Project Manual that includes General and Supplementary Conditions, Technical Specifications for review by the SFPUC and Constructability Review by the CM/GC Contractor. Contractor shall respond to each comment and with the SFPUC's direction, incorporate each comment into the following design phase. Contractor shall maintain a Design Comment Log that indicates the status of each comment and where it's incorporated into the design documents.
- G. Contractor is obligated to complete design within the allotted project budget. At the conclusion of each design milestone, the CM/GC Contractor shall complete a constructability review and cost estimate. Contractor is responsible to implement solutions as required to complete design within the project budget.
- H. Contractor agrees to staff a fully functioning office in San Francisco within 60 days of the Notice of Contract Award (NCA). The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outline in this RFP.

4 Minimum Qualifications

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. The SFPUC may reject Proposals that do not clearly meet the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

A Proposer cannot be a Prime Proposer or JV Partner on more than one (1) proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subcontractor on another competing proposal must fully disclose that intention to the impacted parties. Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

To qualify as a **Prime Proposer** or **Lead JV Partner** for this Agreement, a Proposer must possess at a minimum the following qualifications:

- The Prime Proposer or Lead JV Partner must have 15 years demonstrated experience as the Lead Architect during design and construction;
- The Prime Proposer or Lead JV Partner must have experience as Lead Architect during design and construction on at least one (1) civic or industrial completed project, with a minimum project construction value of \$80,000,000 that included two (2) or more buildings, within the last fifteen (15) years;
- The Prime Proposer or Lead JV Partner must have experience as Lead Architect during design and construction on a minimum of two (2) completed projects utilizing an integrated project delivery method that involved preparation of early trade packages between 65% and 95% completion of design, each with a minimum of \$50,000,000 construction value, within the last fifteen (15) years; and
- The Prime Proposer or Lead JV Partner must have experience as a Lead Architect coordinating with design-build subcontractors during design and construction on a minimum of two (2) completed projects with a minimum construction value of \$50,000,000, within the last fifteen (15) years.

The Lead JV Partner must demonstrate proven experience in managing and leading.

To qualify as a **Non-Leading JV Partner** for this Agreement, a Proposer must possess the following qualifications:

- A Non-Leading JV Partner must demonstrate experience as Lead Architect on a minimum of two (2) projects with a minimum construction value of \$25,000,000 that included one (1) or more of the following occupancy types: office, warehouse, or industrial shops, completed within the last fifteen (15) years.

4.2 Subcontractor Qualifications

To qualify as a **Subcontractor** that will provide technical services described in this RFP, the Subcontractor(s) must possess at a minimum the following qualifications. *Note: If the Prime Proposer or JV Partner is performing this role, they must also meet the below qualifications.

RFP responses must include Statements of Qualifications from each proposed subcontractor to document that the team meets or exceeds the Minimum Qualifications.

- Subcontractor must (i) have been in business a minimum of five (5) years performing at least one of the applicable technical fields required under the scope of services in this RFP **AND** (ii) have a principal or partner with at least ten (10) years professional design experience in that field. The five-year "in business" and the ten-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a subcontractor firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" employee/person role identified in Section 4.3, below; and (ii) the individual has been employed by or associated with (i.e., as an owner or partner) the subcontractor firm for a period of at least one (1) year prior to the due date for submittal of proposals.

The SFPUC does not require non-technical Subcontractors (e.g., reprographics) to meet the Subcontractor qualifications listed above.

4.3 Key Team Member Qualifications

To qualify as the **Key/Lead** Team Member for this Agreement, an individual must possess the following:

A. Project Architect for the Contractor (Prime Proposer or Lead JV Partner)

To qualify as the **Project Architect** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years of experience as Project Architect for design firms; and
- Current State of California Architectural license; and

- Demonstrated experience as the Project Architect having primary responsibility for managing design on: 1) a minimum of one (1) project utilizing an integrated delivery method and required strategic sequencing of construction; **and** 2) on a minimum of one (1) project with multiple buildings where the cumulative square feet was a minimum of 100,000 square feet, within the last ten (10) years.

B. Project Manager for the Contractor (Prime Proposer or Lead JV Partner)

To qualify as the **Project Manager** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years of experience as a Project Manager for design firms; and
- Demonstrated experience as the Project Manager for the duration of design and construction on a minimum of two (2) completed civic or industrial projects, within the last ten (10) years.

C. Civil Engineering Principle-In-Charge under the Contractor

To qualify as a **Civil Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' experience as Principal-In-Charge in Civil Engineering; and
- Current State of California Civil Engineering license; and
- Demonstrated experience as lead Civil Engineer in design on a minimum of two (2) completed projects that involved two or more acres, with a minimum of one (1) of those projects involving a brownfield site, within the last ten (10) years.

D. Structural Engineering Principle-In-Charge under the Contractor

To qualify as a **Structural Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Structural Engineering; and
- Current State of California Structural Engineering license; and
- Demonstrated experience as lead Structural Engineer on a minimum of three (3) projects that involved mixed-use buildings, with parking being one of the uses on a minimum of two (2) of those projects, within the last ten (10) years.

E. Mechanical Engineering Principal-In-Charge under the Contractor

To qualify as a **Mechanical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Mechanical Engineering; and
- Current State of California Mechanical Engineering license; and
- Demonstrated experience as lead Mechanical Engineer on a minimum of two (2) completed industrial projects, with one of the uses being auto, fabrication or machine shop on a minimum of one (1) of those projects, within the last ten (10) years.

F. Plumbing Engineering Principal-In-Charge under the Contractor

To qualify as a **Plumbing Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Plumbing Engineering; and
- Current license to practice in California, relevant to the team member's discipline; and
- Demonstrated experience as lead Plumbing Engineer on a minimum of two (2) civic or industrial projects, within the last ten (10) years.

G. Electrical Engineering Principal-In-Charge under the Contractor

To qualify as an **Electrical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Electrical Engineering; and
- Current State of California Electrical Engineering license; and
- Demonstrated experience as lead Electrical Engineer on a minimum of two (2) completed industrial projects, with one of the uses being industrial shops on a minimum of one (1) of those projects, within the last ten (10) years.

H. Industrial Engineering Principal-In-Charge under the Contractor

To qualify as an **Industrial Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Industrial Engineering; and
- Degree in Architecture or Engineering; and
- A minimum of ten (10) years' professional experience relevant to the team member's discipline with specialization in public works, fleets and shops; and
- Demonstrated experience as lead Industrial Engineer on a minimum of two (2) completed projects that included industrial shops and one (1) industrial project that included a warehouse, within the last ten (10) years.

I. Lead Team Member for Specialized Subcontractor disciplines (a-j)

To qualify as a **Lead Teams Member for Specialized Subcontractor for disciplines (a-j)** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' professional demonstrated experience relevant to the Specialized Subcontractor's discipline; and
- Demonstrated experience as a Lead in design relevant to the Specialized Subcontractor's discipline on a minimum of one (1) civic or industrial project, within the last ten (10) years.
- The Specialized Subcontractors' disciplines include:
 - a. Fire Sprinkler Systems,
 - b. Acoustical Engineering,
 - c. Parking,
 - d. Elevator Systems,
 - e. Waterproofing Systems,
 - f. Communications Systems (Low Voltage, Security, Audiovisual),
 - g. Lighting Design,
 - h. FF&E / Interior Design,
 - i. Signage Design,
 - j. LEED and Commissioning

All Key Team Members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

5 Proposal Response Format

5.1 Proposal Submission

All proposals must be submitted online via the [SFBid Website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

For technical or procedural questions regarding the online submittal, please contact sfbid@sfwater.org.

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers are prohibited from using the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. If available, please provide your City “Bidder” or “Supplier” number.

Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement P-606 (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to acknowledge and respect all SFPUC Policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco.

- Proposer agrees to keep its SIP Commitments offer (as specified in its SIP Submittal portion of its Proposal) open for the SFPUC’s acceptance until such time as the Agreement is finally awarded and approved as required by law (see Section 7.4) unless the SFPUC rejects all proposals before award.

- Proposer acknowledges and understands the following, if submitting a voluntary SIP Submittal:
 - SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC;
 - Commitments must support nonprofit, educational or related activities;
 - Commitments must be delivered at no cost to the SFPUC;
 - Commitments shall not go to, nor benefit any City department or employee;
 - Commitments shall not be passed down to subcontractors or as a requirement in competitively bid Trade Bid Packages (if required);
 - Commitments are separate from and in addition to any regulatory or legal requirements related to the Contract;
 - Total commitments listed in SIP Commitments Table 1 in the Agreement are binding;
 - Only activities commenced after the Notice of Contract Award (NCA) for this Agreement is issued will count towards the fulfillment of Proposer's SIP Commitments;
 - Proposer commits to the Terms and Conditions set forth in this section and in the Contract; and
 - Proposer commits to complying with SFPUC's reporting requirements.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

- Includes a brief overview of the Proposal's principal elements,
- Demonstrates an understanding of the project objectives, and
- Describes the Proposer's approach for carrying out the scope of services.

5.2.3 Qualifications Summary

Proposer must provide a description and background summary of the Prime Proposer or JV Partners consulting firm(s), and Subcontractors. The summary must include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to accomplish the work successfully.

If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner must demonstrate proven experience in managing and leading.

Proposer must clearly demonstrate that the Prime Proposer (or JV Partners), and all Subcontractors meet all the minimum qualification requirements outlined in Section 4 of the RFP.

5.2.4 Reference Projects

Proposer must provide descriptions of the four (4) most recent projects previously performed by the Proposer within the last fifteen (15) years that are of the type and scope of services specified in this RFP. The four (4) reference projects must include the projects that meet the minimum qualifications detailed in Section 4.1. For a JV, each JV Partner shall provide at least one (1) of the four (4) reference projects.

A Proposer may not selectively choose projects. Rather, the Proposer must submit project descriptions for the most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may result in the proposal being deemed non-responsive and/or result in the loss of points.

If a Proposer responding to this RFP identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Services Performance Evaluation (CSPE) process (see Appendix M then SFPUC staff may forward either the most recent annual CSPE or the final CSPE for the project, as appropriate, to the Selection Panel.

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Project costs (Prime (or JV Partners) CM consulting fee and total project construction cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact info.

5.2.5 Work Approach

Proposer must describe its overall work approach. Specifically address the following:

- Overall vision for meeting the goals and objectives of this RFP;
- Approach to coordination, synergy and teamwork to complete design efficiently;
- Understanding of potential programmatic, site, environmental, and construction constraints and approach to managing project-specific challenges to complete tasks on schedule and within budget;

- Experience with phasing trade packages to expedite start of construction;
- Approach to coordination of design for project involving more than one building;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC));
- Approach for monitoring expended labor hours and tracking various factors affecting task costs; include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;

5.2.6 Team Members

Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in the RFP. Discuss team members' background and experience in order to demonstrate experience and skills necessary to perform the work successfully.

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.3 of the RFP. Proposer must clearly demonstrate that all Key Team Members meet all the minimum qualification requirements outlined in Section 4.3. Upload resumes, where indicated in the Proposal Response Form, for each Key/Lead Team Member and any other critical team members, so that the Selection Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully.

In addition, upload a letter of commitment from each Key Team Member identified in the proposal, as instructed in the Proposal Response Form. Each letter of commitment shall be signed by the applicable individual and dated within five (5) business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, he or she intends to work on the New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0232) Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key Team Member, the City may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

The information required in this section for Key/Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.3) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team

member's Resume and within the Qualifications Summary section for Key/Lead Team Members.

5.2.7 Team Organization Chart

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure (include the integration/interaction with City project team staff). Note the firm name and title/role for each team member.

5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix E of the RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

The first worksheet tab is entitled "Commitment Matrix." Identify the specific percentage of work time each Key/Lead Team Member will spend on the project and confirm their availability throughout the project duration.

The second worksheet tab is entitled "Other Project Commitments." Fill in each Key/Lead Team Member proposed on this project and include all other current or pending projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

5.2.9 Overhead and Profit Schedule

Compensation under this contract will be provided as: 1) labor related costs by hourly billing rates for hours worked, and 2) separately billed direct reimbursable expenses (ODCs).

Proposers must use the Overhead and Profit Schedule (OPS) Template, provided as an Excel file in Appendix B to prepare their OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subcontractors expected to work on the Project. Proposer must list only one overhead and profit rate for each firm. The OPS must also include the markup on Subcontractor labor costs. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

All Proposals must provide 2022 billing rates. The Contractor will only be allowed to escalate its 2022 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 Workers.

Based on the information provided in the OPS, the Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate is \$270/hour.**

It is within sole discretion of the SFPUC to reject any proposal that does not completely fill out the OPS provided in this RFP and/or does not comply with the maximum allowed EOPR and/or hourly billing rate.

All costs to manage and administer the services under the Agreement must be included in each firm's OPR, or "multiplier." Only individuals who are assigned to the proposal or have been approved by the SFPUC Contract Manager to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Individual Contractor

An Individual Contractor for purposes of the OPS is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. An Individual Contractor must be listed as a separate line item in the OPS. The Individual Contractor's name, entity, and hourly pay rate shall be listed, and the hourly pay rate extended to a billing rate with a 1.00 Overhead and Profit Rate pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or Subcontractor employee at an hourly payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

C. Rates and Markups

The Proposer's billing rates and EOPR provided in the OPS will be subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

SFPUC may require the Proposer to provide certified payroll records documenting the actual salaries of all individuals who will be added to the Project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. The City expects individuals listed in the OPS, and for whom résumés and qualifications have been submitted as part of the proposal, to be provided to the project team.

Markups are limited to 5% of Subcontractors' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subcontractors are not allowable.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier," shall apply to all proposed staff and substituted, new, or added staff for the duration of the contract and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

D. Other Direct Costs

Direct reimbursable expenses (ODCs) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. **All ODCs are subject to pre-approval in writing by the SFPUC Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine. This may include the following allowable costs:
 - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: SFPUC will pay Contractor on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Contractor must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and

expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs.

- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer’s EOPR if compensation for these expenses is desired. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Contractor’s home office to SFPUC facilities not requested by SFPUC;
- Routine travel from Contractor’s home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm’s home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.10 Diversity, Equity, and Inclusion Submittal

Proposers may submit as a part of their Proposals a copy of the company’s Diversity Equity and Inclusion (DEI) plan or Racial Equity Plan (REP). Submission of a DEI or REP plan is voluntary. If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see paragraph 6.2 Overall Evaluation Process). This management plan is a part of a company’s strategy to build and to foster diversity and create an inclusive, equitable, and sustainable culture and work environment.

The Diversity, Equity, and Inclusion submittal, if submitted, must be submitted by uploading a PDF in SFBid proposal response form.

5.2.11 SIP Commitments Submittal

5.2.11.1 Introduction

The SFPUC is committed to being a good neighbor to all San Francisco residents and to mitigate impacts on those who live near or are directly affected by its projects and facilities. The SFPUC encourages Proposers to make voluntary commitments to deliver concrete positive benefits to communities impacted by SFPUC projects and facilities.

The SFPUC encourages Proposers to commit to delivering concrete positive SIP Commitments to communities served by the SFPUC and/or impacted by its operations. The Proposer's SIP Commitments, if any, in the form of financial contribution or volunteer hours, shall directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC. SIP Commitments shall not go to, nor benefit any City department or employee.

Additional resources and background information on the SIP Program can be found at www.sfpuc.org/socialimpact and in Appendix D, Social Impact Partnership Supporting Documents.

5.2.11.2 Instructions for the SIP Submittal

The SFPUC invites Proposers to voluntarily submit a Social Impact Partnership Submittal ("SIP Submittal"), detailing proposed SIP Commitments, which will become contractual obligations upon contract award and BOS approval of the Agreement, if the BOS approves inclusion of SIP in this contract.

A SIP Submittal may not exceed five (5) pages with minimum of 10-point font and at least one-inch margins. Each SIP Submittal must include the name of the Proposer and the title of the RFP on each page. Each required section of the SIP Submittal proposal must be clearly marked. The Social Impact Partnership Summary Commitments Table can be on an 11x17 page in PDF.

The SIP Submittal must include the following sections:

- a. SIP Work Approach**
- b. Project Team Organization**
- c. SIP Commitments Table**
- d. Performance Measures, Accountability, and Deliverables**

Proposer's SIP Submittal is incorporated by reference in the Agreement. The selected Proposer shall deliver all of the SIP Commitments, consistent with all of the terms of its Submittal (including Work Approach, Project Team and Organization, and Accountability). Where and if there are any conflicts or discrepancies between the language in this section and the Submittal, the terms of the language of this section shall prevail as the final understanding and agreement between Proposer and the SFPUC.

The SFPUC does not require Proposers to include a SIP Submittal; however, SIP proposals, if any, will become contractual obligations for the Contractor. Proposers that include a SIP Submittal in their proposals will be eligible to receive bonus points as described in the Evaluation and Selection Criteria (refer to RFP Section 6.2).

5.2.11.3 SIP Work Approach

- A. The proposed SIP Commitments must include a description of the Proposer’s overall SIP delivery approach, and how its SIP activities will be structured as a part of a cohesive and integrated plan.
- B. The Proposer’s SIP Commitments must describe measurable, quantifiable, and positive outcomes to the community or communities impacted by the Project that meet a demonstrated community need(s).
- C. Any voluntary SIP Commitments to which the Proposer commits must benefit the community, neighborhood, and/or residents impacted by the Project, especially in the area where the work of will be performed. This Project will be concentrated in [NAME specific neighborhood or region (ex. The Southeast sector of the City)].
- D. The SIP Commitments must describe and/or identify the nonprofit or educational organization(s) with which the Proposer intends to partner along with proposed programs or strategies that have a demonstrated track record of successful outcomes. All SIP Commitments must support nonprofit, educational or related activities. SIP Commitments may not go to or benefit any City department or employee. SIP Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g., local hire, LBE requirements, environmental mitigation, etc.). The Proposer may not – directly or indirectly – pass on to the City the costs of performing its SIP Commitments. The Proposer itself must bear the entire cost of meeting its SIP Commitments.
- E. Proposers may propose to deliver SIP Commitments in one or more of the four following categories:
 - i. Job Exposure, Training and Internships
 - 1. The SFPUC understands the importance of building a diverse and skilled pool of workers for the twenty-first century. Job exposure, training, and internship strategies that Proposers may wish to consider are: (1) recruit local residents; (2) manage individual cases; (3) remove barriers to employment and provide support services; (4) provide soft skills training; (5) train individuals for technical skills via California State-approved apprenticeship programs and community-based organizations; and (6) develop and build the worker pathways to meet State and City-mandated workforce and contracting requirements.
 - 2. There is an opportunity in San Francisco neighborhoods for Proposers to partner with construction trade unions and community-based nonprofit organizations that can provide job exposure, training and internship

strategies and can assist with efforts to identify workers, remove barriers to employment, provide support services, train, and refer workers to job opportunities.

ii. Small Business Support

1. Proposers may wish to consider SIP Commitments supporting small, local businesses in the communities adjacent to the project. Small business support strategies to consider may include: (1) training, mentoring, and/or technical assistance for small, local contractors and contractors in elements of how to conduct business in the construction and professional service industries, especially for public contracting opportunities; (2) training, mentoring and/or technical assistance and support for small, local retail businesses; and (3) supporting the development or capacity of new small, local businesses.

iii. Education

1. Proposers may wish to consider educational strategies that promote science and engineering education in disadvantaged communities through partnerships with local educational non-profits and schools that take into consideration the priorities of the local school district. Education strategies to consider may include: (1) supporting the development of ecoliteracy curricula and teacher professional development in local public schools for grades K-12; (2) “adopting” a local school with Proposer providing focused support and resources; (3) engaging the Proposer’s professional staff as volunteers who promote a culture of science, technology, engineering, mathematics, and civic engagement by serving as mentors to students, tutoring, or making presentations in classrooms; and (4) funding scholarship awards for students to attend college or other learning experiences for youth and young adults.

iv. Environment and Community Health

1. Proposers may wish to consider strategies to address environmental justice disparities, improve health outcomes in the community, and support the continued presence of long-term residents and businesses in the community. Environmental and community health strategies may include supporting: (1) community gardens, urban farms, greenhouses, or other innovative urban agriculture initiatives that educate students and residents in food deserts about sustainability practices, such as rainwater harvesting or use of native, drought-tolerant plants; (2) health and wellness programs or projects that promote access to mental health professionals in schools or resources for community organizations to carry out air pollution monitoring in neighborhoods facing health

disparities; and (3) programs that promote healthy food access for residents that lack access.

5.2.11.4 Project Team Organization

The SIP Commitments must include a description of the Proposer’s overall approach to fulfilling its SIP obligations. This should include the name of each team member who will be responsible for implementing the SIP Commitments and the following information for each team member: (a) qualifications, (b) specific responsibilities, (c) decision making authority, and (d) relevant contact information, including phone number and email address. The Proposer must identify a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the SIP Commitments, provide fiduciary oversight, and ensure that the proposed SIP activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all SIP activities.

5.2.11.5 SIP Commitments Table

The Contractor may deliver SIP Commitments either by (A) making direct financial contributions, or (B) providing volunteer hours, which make a significant, positive community impact.

A. Direct Financial Contributions

Contractor’s financial contributions may include: (1) funding for the planning and implementation of programs that benefit local communities in the aforementioned program areas, including but not limited to soft skills training to prepare workers for employment, technical skills training for certification in partnership with trade unions or technical assistance for small businesses; (2) providing direct payment funding for program participants, such as stipends for internships and training programs, scholarships, and childcare expenses; (3) funding to provide ongoing and long-term benefits, such as a science maker's space or software licenses at a public school. All financial contributions must go directly to non-profit or educational organization(s) other than the City. Provide the dollar amount for SIP Commitments in the SIP Commitments Table below.

B. Volunteer Hours

The Proposer may commit to providing volunteer time for its employees to deliver services that will achieve the intended outcomes of its SIP Commitments. All volunteer hours must support non-profit or educational organization(s) other than the City. Provide the number of volunteer hours committed to the delivery of services intended to achieve the outcomes listed in the SIP Commitments table below. A standardized and fixed rate of \$150/hr for each individual may be used to quantify the value of volunteer hours.

C. SIP Commitments Summary

Please provide a summary of the proposed SIP Commitments over the life of the contract using the table below:

| | | | | (A) | (B) | (C) | (D) | (E) |
|-----|---------------------------------------|----------------------------------|----------------------|--------------------------------|--------------------------|-----------------------|--------------------------------------|------------------|
| | Social Impact Partnership Category | Strategies and Expected Outcomes | Timetable & Duration | Direct Financial Contributions | Volunteer Training Hours | Volunteer Hourly Rate | Total Value of Volunteer Hours (BxC) | Subtotal (A + D) |
| (1) | Job Exposure, Training or Internships | | | \$ | Hrs | \$150/hr | \$ | \$ |
| (2) | Small Business Support | | | \$ | Hrs | \$150/hr | \$ | \$ |
| (3) | Education | | | \$ | Hrs | \$150/hr | \$ | \$ |
| (4) | Environment and Community Health | | | \$ | Hrs | \$150/hr | \$ | \$ |
| | TOTAL | | | \$ | Hrs | | \$ | \$ |

5.2.11.6 Performance Measures, Deliverables, and Accountability

A. Performance Measures

The Contractor must perform SIP Commitments submitted in response to this RFP progressively during the Agreement term, commencing upon issuance of the NCA. If, at the time of Contract award, the Contractor has established programs in place that are consistent with the Social Impact Partnership areas described above, it may continue those programs as part of its SIP Commitments and receive credit for activities that are performed after the SFPUC issues the NCA. The Contractor cannot meet its SIP commitments under this Agreement through by meeting its obligations under previous contracts or contribution made prior to issuance of the NCA. Implementation of Contractor’s SIP Commitments shall not be dependent upon or necessitate any financial actions or decisions by the SFPUC.

B. Deliverables

The Agreement will require the selected Proposer that made SIP Commitments to perform the following obligations as its deliverables towards satisfying the SIP Commitments.

- 1) The Contractor must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the NCA. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Proposer's SIP Commitments.
- 2) The Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure Proposer completes the measurable commitments during the term of the contract) to the SFPUC SIP Program team. The progress reports must identify activities and detail the quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, the Proposer must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Proposer must submit progress reports by the last business day of the month following the close of the previous three-month period.
- 3) The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program staff, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.
- 4) The Contractor shall also submit a stand-alone annual newsletter to the SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

C. Accountability

- 1) Proposers must provide detailed descriptions of accountability methods and measures that the SFPUC may use to measure actual delivery of the Proposer's SIP Commitments to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, Proposers must propose a

process or mechanism by which the SFPUC can independently verify that the Proposers actually delivered the funds and/or provided the volunteer resources specified in their SIP Commitments.

- 2) The Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of Work on the Project. If the SIP Program Team determines that Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, the SFPUC may withhold from subsequent payments owed to Contractor for its Work on the Project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Proposer's Project Work.
- 3) During the term of the contract, if the Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work it shall be deemed a material breach of contract.
- 4) If the Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments, which amount SFPUC may reasonably determine in its sole discretion. The SFPUC shall hold any such funds in a separate account to be distributed to the intended beneficiaries as outlined in the SIP Commitment Submittal or utilized solely for community grants at the discretion of the SFPUC. If, at the end of the Contract, Contractor has not completed its SIP Commitments and there remains insufficient contract funds for the SFPUC to withhold the full amount of the deficiency, Contractor shall pay the SFPUC promptly the amount that the SFPUC determines to be the remaining deficiency upon written demand by the SFPUC. In addition, said Contractor shall not be eligible to earn SIP Commitment bonus points on any subsequent SFPUC procurements for a two-year period following contract completion.
- 5) Additionally, if the Contractor fails to perform any of its SIP Commitments, the Contractor shall be liable for liquidated damages on this Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined during the evaluation detailed below.

D. No Cost Reimbursement for Delivery of SIP Commitments

Although fulfilling SIP Commitments is a deliverable task if the Contractor included SIP Commitments with its Proposal, it is non-compensable. A Proposer shall not allot or include any hours or dollars in its costs for this Project in order to perform or deliver the voluntarily proposed SIP Commitments. If the Proposer commits any funds to delivering the SIP Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Proposer commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention.

The Contractor's provision of SIP Commitments does not entitle it to receive additional work beyond that specified within the Contract. The representations, warranties and other terms contained in this SIP Commitments section have been designated by Proposer as the basis for a SIP Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

5.2.12 CMD Local Business Enterprise Forms

All proposals submitted must include the completed CMD Local Business Enterprise (LBE) Forms (CMD Attachment 2). Attach the completed CMD LBE Forms included in Appendix F: Form 2A, Form 2B, Form 3, Form 4, and Form 5.

5.2.13 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix G. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices H, I, and J, respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
- 3) Chapter 12X Certification, included in Appendix K.
- 4) Release of Liability Form included in Appendix L.

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating the Proposals. SFPUC and CMD staff first perform an Initial Screening process as described in Section 6.1. Proposals that pass the Initial Screening process will proceed to the Evaluation Process described in Section 6.2.

6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix A, Professional Services Agreement (P-606)).

SFPUC will not score Proposals during the Initial Review. This Initial Review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. SFPUC will deem non-responsive any proposal that fails to meet these requirements. SFPUC will not include any Proposal deemed non-responsive in the Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Review requirements. SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not provide a Proposer the opportunity to revise or modify its Proposal.

6.2 Overall Evaluation Process

The evaluation process will consist of the below phases with the following allocation of points:

| | |
|--|-------------|
| Technical Written Proposal | 700 |
| Diversity, Equity, and Inclusion Submittal | 5 |
| Oral Interview | 295 |
| TOTAL | 1000 |
| SIP Submittal – Potential Bonus Points | 50 |
| TOTAL with SIP Bonus Points | 1050 |

The maximum total score for the evaluation process will be one thousand (1000) points plus bonus points. The SFPUC may award Bonus Points up to a maximum of 5% of the Total Points available based on evaluation of proposed SIP Commitments.

The assigned CMD Contract Compliance Officer will assess proposal compliance with Ch.14B requirements and assign a rating bonus at each eligible evaluation stage, if applicable.

The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or other public entities. A separate panel (“Social Impact Partnership Panel”) will evaluate any voluntary SIP Commitments (see Section 6.2.4). SFPUC/City will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any of the Selection Panels.

Proposers must obtain a minimum score of four hundred twenty (420) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than four hundred twenty (420) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top three (3) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Technical Written Proposal Evaluation

The Technical Panel will evaluate and score written proposals using the following point scale:

| EVALUATION CRITERIA | RFP SECTION(S) | POINTS |
|------------------------------------|---------------------|------------|
| Proposer Qualifications | 4.1, 4.2, and 5.2.3 | 130 |
| Key Team Member Qualifications | 4.3 and 5.2.3 | 200 |
| Reference Projects | 5.2.4 | 100 |
| Work Approach | 5.2.5 | 250 |
| Proposer Team Organizational Chart | 5.2.8 | 20 |
| Total Points: | | 700 |

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable.

SFPUC will tabulate the written proposal scores, or CMD-adjusted written proposal scores (if applicable), and rank the Proposers starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

6.2.2 Diversity, Equity and Inclusion

If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see RFP Sections 5.2.10 Diversity, Equity and Inclusion Submittal and 6.2 Overall Evaluation Process).

6.2.3 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers' key team members and to exclude, for example, Subcontractors on multiple teams, or individuals not listed in the Technical Written Proposal. The SFPUC also reserves the right to disallow substitution of Team Members invited to participate in the oral interviews.

The interview evaluation process may include (and be scored based on) either or both (1) a presentation, and (2) interview questions from the Selection Panel. The same set of interview questions will be used for all Proposers. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The CMD Contract Compliance Officer will assign a rating bonus to the oral interview score, if applicable. The oral interview scores, or CMD-adjusted oral interview scores (if applicable), will then be tabulated.

6.2.4 SIP Commitments; Potential Bonus Points for Social Impact Partnerships

Members of the Social Impact Partnership Panel may include: SFPUC officials and staff; other public entity officials and staff; and community stakeholder representatives with expertise in positive community impacts as determined by the SFPUC. The Social Impact Partnership Panel will be a separate panel from the technical selection panels. Please refer to Section 5.2.11 for additional instructions.

Each Social Impact Partnership Panel member will individually score SIP Commitment Submittals, considering the degree to which commitments and work approach will deliver measurable and quantifiable positive outcomes. Panelists will be impartial, have knowledge of and experience with about the SIP program, and reflect the diversity of the City and County of San Francisco. The SFPUC will add any bonus points earned to the Proposer's score.

The Social Impact Partnership Panel will review and score each SIP Commitments Submittal, if any, based on the criteria set forth in the table below.

| EVALUATION CRITERIA | RFP SECTION | POINTS |
|--|-----------------------|---------------|
| SIP Work Approach and Project Team Organization | 5.2.11.3 and 5.2.11.4 | Up to 0.5% |
| SIP Commitments (table) <ul style="list-style-type: none"> • Job Exposure, Training, or Internship • Small Business Support • Education • Environment and Community Health | 5.2.11.5 | Up to 4% |
| Performance Measures, Accountability, and Deliverables | 5.2.11.6 | Up to 0.5% |
| Total Points: | | 5% |

6.3 Final Scoring

The SFPUC will tabulate written proposal, DEI submittal, oral interview, and any SIP Bonus Points, and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Standard Agreement Language

By submitting a proposal, Proposer acknowledges that it has read, understands, and agrees, if selected, to enter into the City's Agreement as set forth in Appendix A, without material changes to the Agreement terms and conditions. SFPUC will not negotiate the standard terms of the Agreement. By submitting its proposal, Proposer accepts to the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

7.2 Agreement Preparation

The SFPUC in its sole discretion may invite the highest-ranked Proposer to negotiate the proposed overhead and profit rate, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed to negotiation with the next highest ranked Proposer if an agreement cannot be reached.

If an agreement is reached in principal, SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement. The Agreement may be subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Board of Supervisors' approval of the Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

SFPUC will issue a Notice of Contract Award (NCA) after the selected Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

7.3 Agreement Administration

SFPUC may direct Contractor to perform contract services in phases. The SFPUC will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The City strictly prohibits the Contractor from commencing performance of work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Contractor prior to the City's issuance of an NTP.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$200,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the Commission then adopts a resolution awarding the contract.

7.4 The SIP Provisions of this RFP and Any Resulting Contract(s) of this RFP are Conditioned upon Approvals Required Under the Campaign and Governmental Conduct Code Section 3.600, et seq.

The SFPUC Commission, in its sole discretion, may award this Agreement to the highest-scoring Proposer based on the total score including any SIP bonus points.

If the addition of the SIP bonus points is *not* the deciding factor in the determination of the highest-ranked Proposer, then the award shall be made with the provisions for the SIP program in the Request For Proposals and the contract conditioned on further approval(s), including approval by the San Francisco Board of Supervisors (Board), as required by the San Francisco Campaign and Governmental Conduct Code Section 3.600, *et seq.*

If the addition of the SIP bonus points *is* the deciding factor in the determination of the highest-ranked Proposer, then the award shall be conditioned on further approval(s), including approval by the Board, as required by the San Francisco Campaign and Governmental Conduct Code Section 3.600, *et seq.* If, under these circumstances, the Board does not approve the award, the SFPUC reserves the right to rescind the conditional award and award the contract to the highest-ranked proposer excluding the SIP bonus points.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers to notify the SFPUC promptly, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after 9/23/2022.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. SFPUC will post all addenda on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. SFPUC will not accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after 9/23/2022.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the [SFBid website](#).

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at <http://www.sfgov.org/cmd>.

Direct all inquiries regarding business tax registration procedures to the Tax Collector's Office at (415) 554-4400.

8.3 Interpretation and Addenda/Change Notices

SFPUC will make any interpretations of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. SFPUC will post Change Notices in the form of Addenda on the [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.

b) Objections must be delivered to: cab@sfgwater.org and mng@sfgwater.org

San Francisco Public Utilities Commission
Contract Administration Bureau

RE: **PUC.PRO.0264 New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0232)**

525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

d) The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Proposer who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the Objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion

of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) The SFPUC will not consider Objections not received within the time and manner specified. A Proposer's failure to provide the City with a written Objection as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal due date, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the deadline for submission of proposals; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8.7 Revision of Proposal

Notwithstanding the forgoing, a Proposer may withdraw or 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 proposal. 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 the commencement of a revision process extend the proposal due date for any Proposer.

A Proposer may withdraw its Proposal prior to the proposal submission deadline by following the prompts on the SFBid website. Once withdrawn, a Proposer may submit a revised proposal through SFBid ahead of the proposal deadline.

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental 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 for such contract until (1) the termination of negotiations for such contract; or (2) three months have elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer 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; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee

contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, 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.

8.11 Sunshine Ordinance

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

8.12 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 San Francisco 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.

8.13 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 an RFP;
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.

8.14 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.

9 Contract Monitoring Division (CMD) Requirements

9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach Requirements

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.

9.1.1 LBE Subconsulting Participation Requirements

13%

The LBE subconsulting participation requirement is **13%** of the total value of services to be procured and can only be met with Micro-LBE and/or Small-LBE firms certified by the San Francisco Contract Monitoring Division (CMD). The LBE requirement is set at 13% given the size and complexity of the project. The structural and mechanical engineering scopes of work for the project will require specialized expertise. In addition, a number of technical consultants require specialized expertise; the technical scopes include industrial engineering, communications systems, elevator systems, and parking.

Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subconsulting work on this Project is as follows:

Small/Micro-LBE subcontractor participation breakdown:

MBE: 3.7%

WBE: 4.2%

OBE: 5.1%

The City only has the MBE, WBE, and OBE breakdown for the combined Small and Micro-LBEs. The City currently does not have MBE, WBE, and OBE breakdown for each separate size category (Micro, Small, and SBA-LBEs).

Proposers are further advised that they may not discriminate in the selection of Subcontractors on the basis of race, gender, or 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.

Proposer shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and in CMD Attachment 2 carefully and in its entirety.

An LBE subconsultant must be certified by CMD in the scope of services that the prime Proposer is listing the LBE subconsultant to perform in order to receive LBE participation credit. It is the Proposer's responsibility to verify each LBE subconsultant's certification status, which can be done at the following link: <https://sfgov.org/cmd>. LBEs must be certified on the Proposal due date to receive LBE participation credit.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith efforts to select LBE Subcontractors as set forth in S.F. Administrative Code §§14B.8, 14B.9, and Chapter 14B's Rules and Regulations 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 prior to listing them as Subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph may be non-responsive.

In accordance with San Francisco Administrative Code Section 14B.8(B), for the Proposer to be exempt from meeting the Good Faith Efforts requirements described in PART IV in CMD Attachment 2, the total amount of LBE participation must equal or exceed 17.55% (this percentage is the sum of the LBE subconsulting participation requirement(s) plus the 35% good faith exemption percentage).

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. Proposers should note that the LBE subconsulting percentage(s) listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

As referenced in Section 5.2.11 SIP Submittal, the SIP Commitment made by the Proposer is separate from, and in addition to, any other regulatory or other legal requirement related to this project. As a result, all work performed relating to the SIP Commitment planned and proposed by the Proposer cannot be utilized to satisfy the LBE requirements for this project.

Direct Reimbursable Costs

For any direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE sub participation credit.

9.1.2 LBE Prime/JV Participation

LBE Rating Bonus

Pursuant to Chapter 14B, the rating bonuses for LBEs do not apply to Contracts estimated by the Contract Awarding Authority to exceed \$20,000,000.

9.1.3 LBE Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2:

- Form 2A – CMD Contract Participation Form
- Form 2B – CMD “Good Faith Efforts” Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

Failure to complete, sign, and submit each of the required CMD/LBE forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Linda Rainaldi, the CMD Contract Compliance Officer for the SFPUC, at (415) 754-3227 or Linda.Rainaldi@sfgov.org.

The City strongly encourages proposals from qualified LBEs. If you have any questions concerning becoming certified as an LBE, please call (415) 581-2310 or visit the CMD website at <http://www.sfgov.org/cmd>.

9.2 Chapters 12B and 12C Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City 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. All proposing firms should establish compliance with Chapter 12B before execution of the contract if not already compliant. **Important:** 12B declarations must be submitted online through the Supplier portal. CMD has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the CMD Equal Benefits Section at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

If you have any questions concerning the Chapter12B Equal Benefits Compliance, you may call the CMD Equal Benefits Unit at (415) 581-2310.

10 Additional City Requirements

10.1 Insurance Requirements

Without in any way limiting Proposer's liability pursuant to the "Indemnification" section of the Agreement (see Appendix A), Proposer(s) will be required to maintain in force, during the full term of any Agreement, insurance in the following amounts and coverage:

1. **Worker's Compensation Insurance** with Employer's Liability limits not less than:
\$1,000,000.
In statutory amounts, per each accident, injury, or illness.
2. **Commercial General Liability Insurance** with limits not less than:
\$3,000,000.
Per each occurrence, and
\$6,000,000.
General aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. **Commercial Automobile Liability Insurance** with limits not less than:
\$1,000,000.
Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than:
\$12,000,000.
Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

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

1. Name as Additional Insured the City and County of San Francisco, the SFPUC, and their respective officers, agents and employees; and
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Proposer hereby agrees to waive subrogation, which any insurer of Proposer may acquire from Proposer by virtue of the payment of any loss. Proposer

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents, and Subcontractors.

All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

Should any of the required insurance be provided under a claims-made form, Proposer shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the 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.

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

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

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

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

10.2 Standard Agreement

The Contractor will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the attached Agreement.

10.3 Nondiscrimination in Contracts and Benefits

As outlined above, the Contractor 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 <https://www.sfgov.org/cmd>.

10.4 Minimum Compensation Ordinance for Employees (MCO)

The Contractor 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.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation 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. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

The Contractor 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 Administrative Code Chapter 12Q. Contractors should consult the 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.

10.6 First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, 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://oewd.org/first-source> and from the First Source Hiring Administrator, (415)701-4848.

10.7 City Vendor and Subcontractor Registration

Contractor must become an “Approved Supplier” in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City’s financial and procurement system to become an Approved Supplier. *Please note: The City also requires all Subconsultants working under a Selected Proposer to register with the City’s financial and procurement system. However, Subcontractors are not required to be compliant with the City’s vendor requirements.*

Please go to the City’s vendor portal, [SF City Partners \(https://sfcitypartner.sfgov.org\)](https://sfcitypartner.sfgov.org) to register.

Contractors must become Approved Suppliers, and Subcontractors must be registered, **within two weeks** of the posting of the highest-ranked Proposer, in order for award of Agreement to [occur / remain in effect].

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each Contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

The Contractor will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

10.10 Administrative Code Chapter 14B Reporting Requirements

Contractor must submit all required payment information using the City's new online Financial and Procurement System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor must include its LBE subcontractor's approved payment requests in any payment application to the City within 30 days of receiving an invoice from an LBE subcontractor. Contractor shall pay its LBE subcontractors within three (3) working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the Financial and Procurement System 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 the City's payment of an invoice, Contractor has ten (10) calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

10.11 Administrative Code Chapter 12X Requirements

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator. Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies. Each Proposer must certify compliance with this requirement as directed (see Appendix J).

10.12 Contractor Vaccination Policy

A Contractor awarded a Contract pursuant to this RFP must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the

Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

In accordance with the Emergency Declaration, Contractor agrees that:

- a. Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;
- b. Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and ensure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;
- c. If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

If a Contractor is unable to comply with this Policy, it will be deemed nonresponsive unless City is able to secure a waiver on Contractor’s behalf. *Refer to Appendix A, City’s Professional Services Agreement (P-606), for additional details related to the application of this Policy to a contract awarded pursuant to this RFP.*

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. 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 Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest.

The City will not consider any protests not received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the Preliminary Notice will

become final. A Proposer's failure to protest as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the [SFBid Website](#).

Within five (5) working days of the SFPUC's posting of the highest ranked Proposer on the [SFBid Website](#), any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC before 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's posting of the highest ranked Proposer; the City will not consider untimely protests.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest.

The City will not consider any protests not received within the time and manner specified.

If a Proposer does not protest the SFPUC's posting of the highest ranked Proposer on the SFBid website within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest ranked Proposer for

award by the Commission. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.3 Delivery of Protests

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. SFPUC will not consider protests or notice of protests made orally (e.g., by telephone).

Protests must be delivered to: cab@sfwater.org and to mng@sfwater.org

San Francisco Public Utilities Commission

Contract Administration Bureau

RE: **PUC.PRO.0264**

New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0232)

525 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

12 Conflict of Interest

The Contractor 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 Contractor 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 Contractor might be deemed contractors 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 Contractor that the City has selected the Proposer.

12.1 Obligations

It is the obligation of the Proposer as well as their Subcontractors to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. Upon request, we can provide records concerning work performed by various subcontractors to assist proposers in their own evaluation of potential conflicts. But proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on

participation in construction contracts may be stipulated in other federal, state, or local laws.

9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any subcontractor or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Contractor or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Contractor or JV Partner (Lead or Non-lead) intends to be listed as a subcontractor on another competing proposal, the Prime Contractor or JV Partner must fully disclose such intent to the affected parties 30 days prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Contractor or JV Partner cannot participate in more than one interview.

12.4 Consultation with Counsel

The SFPUC strongly advises any proposing/bidding firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The SFPUC will not advise contractors on conflict of interest matters.

13 Acronyms and Abbreviations

- AACE.....Association for the Advancement of Cost Engineering
- AGMAssistant General Manager
- BFS.....Bruce Flynn Pump Station
- BIM.....Building Information Modeling
- CAB.....Contract Administration Bureau
- CCM.....Contractor Construction Manager
- CEQACalifornia Environmental Quality Act
- CHSChannel Pump Station
- CM/GC.....Construction Manager/General Contractor
- CM.....Construction Management
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMISConstruction Management Information System
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CSPE.....Consultant Services Performance Evaluation
- EIREnvironmental Impact Report
- EMG.....Environmental Management Group
- EMB.....Engineering Management Bureau
- EOPR.....Effective Overhead and Profit Rate
- FSHPFirst Source Hiring Program
- HCAO.....Health Care Accountability Ordinance
- HCIP.....Hetchy Capital Improvement Program
- ICSInfluent Control Structure
- ICCInternational Code Council
- IRSInternal Revenue Service
- JVJoint Venture

LBE.....Local Business Enterprise
LOSLevel of Service
MCOMinimum Compensation Ordinance
mgdmillion gallons per day
NPFNorth Point Wet Weather Facility
NTPNotice to Proceed
O&M.....Operations & Maintenance
ODCOther Direct Cost
OPSOverhead and Profit Schedule
OSPOceanside Water Pollution Control Plant
PLAProject Labor Agreement
PMB.....Program Management Bureau
PMPProject Management Professional
RFIRequest for Information
RFPRequest for Proposals
SELSSoutheast Lift Station
SEP.....Southeast Water Pollution Control Plant
SFPUC.....San Francisco Public Utilities Commission
SOPStandard Operating Procedure
SSIPSewer System Improvement Program
VFDVariable Frequency Drive
WBS.....Work Breakdown Structure
WSIPWater System Improvement Program
WWEWastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. PRO.0264 Background Documents
- D. Social Impact Partnership Supporting Documents
- E. Proposer Commitment Matrix
- F. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Chapter 12X Certification
- L. Release of Liability Form
- M. Consultant Services Performance Evaluation Procedure

City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, California 94102

Agreement between the City and County of San Francisco and

[Insert name of contractor]
New CDD Campus at 2000 Marin Design Services
PRO.0264

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between [name and address of Contractor] (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure architectural, engineering, and consulting services to design new facilities for the Water Enterprise’s City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to the PRO.0264 Request for Proposals; and

WHEREAS, this is a contract for Services and there is a Local Business Entity (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on February 7, 2022 from the Civil Service Commission under PSC number 41734 – 21/22 in the amount of \$30,000,000 for the period of 5 years 25 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by [insert resolution number] on [insert date of Commission]; and

WHEREAS, the San Francisco Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

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 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 SFPUC.

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 “Contractor” or “Consultant” means [insert name and address of contractor].

1.6 “Deliverables” means Contractor’s work product resulting from the Services 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.

1.7 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.8 “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.

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.10 “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 commence on the later of (i) [insert Contractor’s start date]; or (ii) the Effective Date and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for up to an additional four (4) years, for a total time period not to exceed nine (9) years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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 **Calculation of Charges.** 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 General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Twenty-Seven Million Eight-Hundred Thousand Dollars (\$27,800,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement 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 goods and/or 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, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.1 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.2 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.3 Reserved. (Grant Funded Contracts.)

3.3.4 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). This provision does not create a private right of action against the City.

3.3.5 **Payment Terms.**

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights 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.** Pursuant to Article V of Chapter 6 of the 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 sub consultant 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 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** 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 Wage Rates. 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 Office of Labor Standards and Enforcement (“OLSE”) 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.

3.6.3 Subcontract Requirements. 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.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California 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.

3.6.6 Certified Payrolls. 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 to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. 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 OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE 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. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with 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 other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. 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 California 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.

3.7 Apprentices.

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 10.20 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated 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."

4.2 Personnel

4.2.1 **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.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants.

Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

4.3 **Subcontracting.**

4.3.1 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.

4.3.2 City’s execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City’s approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “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 this Section 4.4 shall be solely limited to 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. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall

immediately notify City about any Assignment. 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) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) 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.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **\$12,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 Waiver of Subrogation Endorsements

(a) 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.

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved. (Commercial Automobile Liability Insurance Primary Insurance Endorsement)

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, 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."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

(d) 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.

(e) 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.

(f) 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 and Defense Obligations For Design Professionals.

5.2.1 **Defense Obligations.** To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively “Indemnitees”), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively “Damages”), court costs, attorneys’ fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively “Litigation Expenses”), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor’s proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.2.2 **Indemnity Obligations.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.2.3 **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.

5.2.4 **Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

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 **Contractor to Pay All Taxes.** 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 **Possessory Interest Taxes.** 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.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations

Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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 may include any or all of the following, 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 listed 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. | 10.10 | Alcohol and Drug-Free Workplace |
| 4.5 | Assignment | | |
| Article 5 | Insurance and Indemnity | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | Article 13 | Data and Security |

(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 is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(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. This Section 8.2.2 shall survive termination of this Agreement.

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 |
| | | 9.2 | Works for Hire |
| 3.4 | Audit and Inspection of Records | 11.6 | Dispute Resolution Procedure |
| 3.5 | Submitting False Claims | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity | 11.8 | Construction |
| 6.1 | Liability of City | 11.9 | Entire Agreement |
| 6.3 | Liability for Incidental and Consequential Damages | 11.10 | Compliance with Laws |
| Article 7 | Payment of Taxes | 11.11 | Severability |
| 8.1.6 | Payment Obligation | Article 13 | Data and Security |

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 for the purposes of this Agreement, 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 http://www.amlegal.com/codes/client/san-francisco_ca/.

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 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination 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. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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 its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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>. 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. (Distribution of Beverages and Water)

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: **[insert name or title of department contact person, name of department, mailing address, and e-mail address]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default must be sent by registered mail or other trackable overnight 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 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

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).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Reserved. (Negotiation; Alternative Dispute Resolution)**

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 (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) 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. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. 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.

13.1.2 Confidential Information. 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.

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

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data and Confidential Information

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest

confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 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

CONTRACTOR

[company name]

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

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

Approved as to Form:

City Supplier Number: [Supplier Number]

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services:

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.

TASK 1 DESIGN DEVELOPMENT

- A. The Contractor shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages.
1. Review and analysis of Schematic Design, including follow up review with the CDR Commission.
 2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
 3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
 4. 3D modeling of drawings and preparation of renderings.
 5. Building systems, materials, products, and graphic design elements.
 6. BIM Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.
 7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
 8. Draft project specifications sufficient to describe the selected systems, materials and products.
 9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
 10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.
- B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Contractor shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
 - a. Refer to the Programming and Design Criteria documents (RFP Appendix C PRO.0264 Background Documents) for Security requirements.
 - b. In developing the CSM, Contractor shall obtain all departmental standards documents from the SFPUC.
2. Contractor shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.
4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Contractor shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Contractor shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

 - a. Contractor shall inventory existing equipment and provide assessment for reuse.
 - b. Contractor shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets

and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.

- c. Contractor shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Contractor shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Contractor shall prepare documents using BIM without exception unless specifically approved in writing by the City.

- 1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lod>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.
- 2. Models received from the Contractor until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.
- 3. Contractor must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
- 4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
- 5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
- 6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
- 7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.

D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.

- 1. The QA Plan shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - a. Ensuring all work complies with applicable codes and standards

- and industry practices;
 - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
2. Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.
3. Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:
- a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - c. Procedures for reviewing and checking work performed by subcontractors to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - d. Procedures for resolving review comments; and
 - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
4. Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking,

design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.

5. The Contractor shall conduct a review of the design and documentation produced by City Staff to confirm consistency and alignment with the project goals and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.
- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):
 1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review (CDR) Committee.
 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.
- H. The Contractor shall budget up to six (6) presentations and review meetings with the SFPUC stakeholders during Design Development.

TASK 2 CONSTRUCTION DOCUMENTS

- A. Based on the approval of the Design Development documents, Contractor shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
 1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Contractor is responsible for or as requested by the City.
- B. Prepare Addenda Schedule, prepare required submittals, and facilitate regulatory approvals of project documents from the Department of Building Inspection, San

Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Contractor shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.

- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit: <https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.
 - 1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.
 - 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.

- D. Contractor shall include plans and documentation for Commissioning and Activation Process:
 - 1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
 - 2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
 - 3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

TASK 3 CONSTRUCTION ADMINISTRATION

- A. Contractor is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Contractor is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Contractor is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Contractor is responsible for conducting inspections during construction and prior to substantial completion. Contractor shall issue punch list items to be completed for issuance of substantial completion and final completion.

➔ **Insert Social Impact Partnership language below as final Task in the Scope of Services, if this Agreement is >=\$5,000,000, and provide appropriate info from Proposal in highlighted areas.**

Task ###—SOCIAL IMPACT PARTNERSHIP (SIP)

As part of Contractor’s proposal dated ####, Contractor submitted SIP Commitments. Those SIP Commitments and the associated provisions of the Agreement are suspended pending the adoption of an authorizing ordinance by the San Francisco Board of Supervisors. If and when such ordinance is adopted, Contractor’s SIP Commitment will at the sole discretion of the SFPUC be added to this Agreement through a no-cost Amendment.

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 Department Liaison

In performing the Services provided for in this Agreement, Contractor’s liaison with the SFPUC will be Shelby Campbell.

4. **Task Orders.** Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a “Notice to Proceed” will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor’s own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

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

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

7. 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.

Appendix B Calculation of Charges

As part of Contractor's proposal dated [date], Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

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.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$270 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for [insert contract number] is [insert number]. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
 - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the City an approved mileage log with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Contractor must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs.
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

b. Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities not requested by SFPUC;
- Routine travel Contractor’s home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical personnel time;

- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software, communication devices, and electronic equipment;
- All meal, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees:

- Subject to the restrictions in this Section 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while

performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 “Progress Payment Form” must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 “Payment Affidavit” must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

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.

DRAFT

**Appendix B-1
Fee Schedule**

➔ **INSERT Fee Schedule from Proposal or other schedule of rates/charges. If billing by labor hours, Fee Schedule should show each firm's Multiplier/OPR, and the overall agreement EOPR.**

DRAFT

FEE SCHEDULE for PUC.PRO.0264: New CDD Campus at 2000 Marin Design Services

[Proposer's Name]

OVERHEAD AND PROFIT SCHEDULE

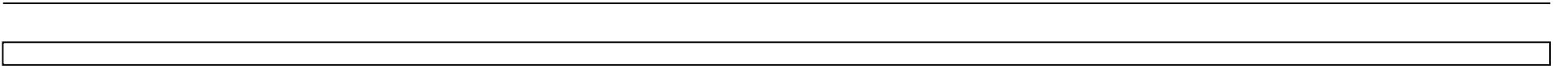
(all Proposers to complete)

| Firms [A] | Staff Classification/Title [B] | Name of Proposed Staff Person (First Name, Last Name) [C] | Base Rate (\$/hour) [D] | Firm's Overhead and Profit Rate (OPR, or "multiplier") [E] | Billing Rate (\$/hour, <i>not to exceed \$270/hour</i>) [F]=[D]x[E] | Estimated Participation per CMD Form 2 or 2A (% of Contract) [G] | Contribution to Effective Overhead and Profit Rate [H]=[G]x[E] |
|----------------------|---------------------------------------|---|-----------------------------------|---|---|---|---|
| [Prime Company Name] | | | | | \$0.00 | | 0.00 |
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Effective Project Overhead & Profit Rate (EOPR):

0.00

Maximum Allowable Effective Project Multiplier = **3.20**



BACKGROUND DOCUMENTS – APPENDIX

The SFPUC is making the following documents available as a package and for background information only. Please note that some of the documents may be outdated, therefore the SFPUC makes no representations about their current accuracy.

If a Proposer would like to review the documents as background information, please submit a request to CAB@sfgwater.org. For security purposes, a Proposer shall complete and submit a Confidentiality Agreement (Attachment C.1 to this Appendix) along with its request.

1. CDD at 2000 Marin Programming Document, May 1, 2020
2. CDD at 2000 Marin Design Criteria, March 3, 2021
3. CDD 100% Schematic Design, December 10, 2021
4. Geotechnical Interpretive Report (GIR), September 10, 2021
5. Environmental Phase II Report, June 3, 2019
6. 2000 Marin Survey, April 24, 2015
7. WD-2879 General Commissioning Requirements, Section 01 91 13
8. City Distribution Division Headquarters Soil Management Plan **Rev. 1**
9. **Supplemental Topographic Survey**

CONFIDENTIALITY AGREEMENT

Attachment C.1

The City and County of San Francisco, acting through the San Francisco Public Utilities Commission (CITY), may furnish Document Recipient with certain confidential information pertaining to City-owned facilities as described below:

PRO.0264 – New CDD Campus at 2000 Marin Design Services (Re-Bid of PRO.0232)

The release of confidential documents listed in SFPUC PRO.0232 RFP Appendix L, in any format, including but not limited to, hard copy and electronic form (hereinafter Confidential Documents) is subject to the following terms and conditions:

1. Document Recipient agrees to hold the above-described Confidential Documents in trust and confidence and agrees that it shall be used only for improvements to CITY facilities and shall not be used for any other purpose or be disclosed to any third party.
2. By accepting and using the above-described confidential information, Document Recipient expressly agrees to treat such documents in strict confidence.
3. To receive Confidential Documents on behalf of a Document Recipient, **an individual must provide to the CITY the executed original of this Agreement**. A copy faxed or otherwise sent will not suffice. A business card and the Contractor/Business license number must accompany the agreement. In addition, the individual receiving the documents must provide a valid United States of America (US) State driver's license or other form of US and/or State official picture identification card.
4. Copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically-formatted copies of complete and/or any portions of the Confidential Documents, shall not be made or retained for distribution to any person or entity by the Document Recipient. **Exceptions:** a) A Document Recipient may provide sections of the Confidential Documents only to internal staff with direct involvement in bid preparation or B) A Document Recipient is allowed to provide sections of the Confidential Documents to a Subcontractor and/or Supplier in order to solicit a bid/quote, but only after the Document Recipient completes Page 3 listing Subcontractor and/or Supplier name, Contractor/Business license number, description of sections to be provided, and reason for the distribution. The Document Recipient will obtain a confidentiality agreement protecting disclosure and misuse of the Confidential Documents from each Subcontractor and/or Supplier that receives Confidential Documents. The Document Recipient assumes responsibility for the disposition of Confidential Documents provided to a Subcontractor and/or Supplier, and is liable for their use or disclosure of Confidential Documents in violation of this Agreement.
5. At the conclusion of the above-referenced project, or in the event this procurement is halted, or at such time as the contract for the above-referenced project is awarded to an entity other than the Document Recipient, Document Recipient agrees to destroy all confidential information and documents referenced herein. The CITY may demand that all written notes, photographs/video/etc., sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential information be destroyed as well. The CITY also reserves the right to request at any time a Certificate of Destruction, executed under penalty of perjury, that all requested documentation was destroyed, as documented proof of compliance with this paragraph.
6. The actual amounts of damages which the CITY would suffer should Document Recipient breach this Confidentiality Agreement are impractical and difficult to calculate. Therefore it is agreed by Document Recipient that in the event of a breach of this Confidentiality Agreement by Document Recipient, Document Recipient will pay to the CITY the sum of One Hundred And Fifty Thousand

FOR COPIES TO SUBCONTRACTORS AND/OR SUPPLIERS

If this Section is used, please include the Subcontractor's and/or Supplier's company name, name of person who is receiving copies of information, their firm's Contractor/Business license number, and the Confidential Documents listed in SFPUC PRO.0232 RFP Appendix B they are receiving. Send this form to: San Francisco Public Utilities Commission, Contract Administration Bureau, 525 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102. Alternatively, this page (Page 3 of 3 only) may be sent electronically to CAB@sfgwater.org with the Contract Number and "Confidentiality Agreement to Subs/Suppliers" in the subject field.

| | |
|---|----------------|
| Name of Subcontractor / Supplier | Representative |
| License# | |

Document(s) given to Subcontractor / Supplier

| | |
|---|----------------|
| Name of Subcontractor / Supplier | Representative |
| License# | |

Document(s) given to Subcontractor / Supplier

| | |
|---|----------------|
| Name of Subcontractor / Supplier | Representative |
| License# | |

Document(s) given to Subcontractor / Supplier

| | |
|---|----------------|
| Name of Subcontractor / Supplier | Representative |
| License# | |

Document(s) given to Subcontractor / Supplier

I have provided Confidential Documents to the above Subcontractors / Suppliers.

Document Recipient Representative:

| | | |
|-----------|--------------------|------|
| Signature | Name/Title (Print) | Date |
|-----------|--------------------|------|

* * * * *

APPENDIX D: SFPUC Social Impact Partnership Supporting Documents



SOCIAL IMPACT PARTNERSHIP PROGRAM APPENDICES:

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1. SFPUC Community Benefits Policy

(SFPUC Commission Resolution No.11-0008, dated January 11, 2011)

The San Francisco Public Utilities Commission affirms and commits to the goal of developing an inclusive and comprehensive community benefits program to better serve and foster partnership with communities in all SFPUC service areas and to ensure that public benefits are shared across all communities.

The SFPUC acknowledges its responsibility to develop a community benefits program that is intentional in its participation and support programs and projects that are designed to benefit the community, is centrally coordinated within the SFPUC, applies to all of SFPUC's operations and its activities in all SFPUC service areas, and which is sustainable, transparent, measurable, and accessible by stakeholders and SFPUC staff.

The SFPUC defines community benefits as those positive effects on a community that result from the SFPUC's operation and improvement of its water, wastewater and power services. The SFPUC seeks to be a good neighbor to all whose lives or neighborhoods are directly affected by its activities. The SFPUC has adopted a "triple bottom line" analysis to guide its decisions, balancing the SFPUC's economic, environmental and social equity goals, to promote sustainability and community benefits.

The SFPUC will devote sufficient resources and authority to SFPUC staff to achieve outcomes including:

- (1) Stakeholder and community involvement in the design, implementation and evaluation of SFPUC programs and policies;
- (2) Workforce development, including coordination of internal and external workforce programs and strategic recruitment, training, placement, and succession planning for current and future SFPUC staff to ensure a skilled and diverse workforce;
- (3) Environmental programs and policies which preserve and expand clean, renewable water and energy resources, decrease pollution, reduce environmental impacts, and reward proposals for innovative and creative new environmental programs;
- (4) Economic development resulting from collaborative partnerships which promote contracting with local companies, hiring local workers, and providing efficient, renewable energy at reduced costs;
- (5) Support for arts and culture related to the SFPUC's mission, goals and activities;
- (6) Educational programs;
- (7) Use of land in a way that maximizes health, environmental sustainability and innovative ideas;
- (8) Diversity and inclusion programs and initiatives;
- (9) In-kind contributions and volunteerism; and
- (10) Improvement in community health through SFPUC activities, services and contributions.

In application of this policy to SFPUC's operations, projects and activities, SFPUC staff shall:

- Develop processes to effectively engage stakeholders and communities in all SFPUC service areas.
- Develop and update a budget and staffing plan to implement and sustain the Community Benefits Program.
- Develop an implementation strategy to review, analyze and coordinate community benefits initiatives and integrate these initiatives into an agency-wide Community Benefits Program.
- Implement the Environmental Justice Policy that the SFPUC adopted on October 13, 2009.
- Develop and implement guidelines, metrics, and evaluation methodologies for existing and future community benefits initiatives.
- Develop diverse and culturally competent communication strategies to ensure that stakeholders can participate in decisions and actions that may impact their communities.
- Develop performance measures to evaluate the Community Benefits Program and report the results.
- Develop new and continue to implement existing initiatives to avoid or eliminate disproportionate impacts of SFPUC decisions and activities in all service areas.

2. SFPUC Environmental Justice Policy

(SFPUC Commission Resolution No.09-0170, dated October 13, 2009)

The San Francisco Public Utilities Commission affirms and commits to the goals of environmental justice to prevent, mitigate, and lessen disproportionate environmental impacts of its activities on communities in all SFPUC service areas and to insure that public benefits are shared across all communities.

The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC.

The SFPUC acknowledges that enforcement of environmental laws, rules, regulations, and best practices that apply to its resource supply, operations and delivery of water, wastewater, and power services is core to the fair treatment of the people we serve and the stewardship of our lands.

The SFPUC believes that everyone has the right to a job and reaffirms its commitment as an equal opportunity provider.

In application of this policy to SFPUC projects and activities, SFPUC staff shall:

- Develop and implement training in SFPUC environmental justice issues in conjunction with staff orientation and continuing education efforts.
- Recognize community need for employment through continuation and expansion of workforce development strategies, including green job opportunities in community historically disproportionately burdened by pollution.
- Identify new and continue to implement existing initiatives to avoid or eliminate disproportionate impacts of SFPUC decisions and activities in all service areas.
- Develop diverse and culturally appropriate communication strategies to ensure that stakeholders can participate in decisions and actions that may impact their communities.
- Work with stakeholders, including the SFPUC's Citizens Advisory Committee (CAC) and CAC Environmental Justice Subcommittee, to:
 - (1) Develop a concise checklist of environmental justice guidelines or best practices that may be useful in assessing how SFPUC actions are improving or can improve specific proposed SFPUC projects, in addition to the enforcement of applicable environmental laws, rules, regulations and the above standards.
 - (2) Identify SFPUC projects that best demonstrate the implementation of this policy and useful best practices.



- (3) Identify SFPUC projects that may have additional environmental impacts on communities already affected by disproportionate environmental impacts and work to minimize those impacts.
- (4) Continue to identify and partner with organizations in order to prioritize, establish and fund appropriate activities to improve environmental justice performance in communities already affected by disproportionate environmental impacts of SFPUC activities.

3. Sample List of Participating Consultants:

| Consultant Name | Contract | Enterprise | Title | Contract Duration | Contract Amount: | Total SIP Commitment |
|-----------------------------------|----------|------------|--|-------------------|------------------|----------------------|
| AECOM/ Parsons JV | CS-165 | Wastewater | Program Management Services, Sewer System Improvement Program (SSIP) | 15 Years | \$150,000,000 | \$1,500,000 |
| MWH Americas, Inc. | CS-169 | Wastewater | Central Bayside System Improvement Project | 9 Years | \$30,000,000 | \$1,000,000 |
| Brown and Caldwell | CS-235 | Wastewater | Planning and Engineering Services, Southeast Plant Biosolids Digester Facilities Project | 10 Years | \$80,000,000 | \$1,000,000 |
| Calpine Energy Solutions | CS-247 | Power | Customer and Administrative Services for Community Choice Aggregation Program | 3 Years | \$5,600,000 | \$60,000 |
| Carollo Engineers Inc. | CS-389 | Wastewater | Southeast Plant New 250 MGD Headworks Facility Project | 6 Years | \$14,000,000 | \$231,200 |
| McMillen Jacobs Associates | CS-249 | Water | Planning and Design Services Mountain Tunnel Improvements | 10 Years | \$21,000,000 | \$177,050 |
| Sundt Walsh | WW-628 | Wastewater | Southeast Water Pollution Control Plant New Headworks Facility | 6.5 Years | \$244,562,224 | \$4,500,000 |

PUC.PRO.0264 NEW CDD CAMPUS AT 2000 MARIN DESIGN SERVICES

Appendix E - Consultant Commitment Matrix

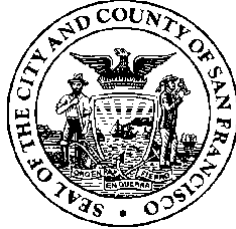
SAMPLE

Percentage of Time Available for the New CDD Campus at 2000 Marin Project

List each key project team member by Title and Name below, and enter % of time committed to this project.

| | 2023 | | | | 2024 | | | | 2025 | | | | 2026 | | | | 2027 | | | |
|--------------------|---------|----------|----------|---------|---------|----------|----------|---------|---------|----------|----------|---------|---------|----------|----------|---------|---------|----------|----------|---------|
| | Jan-Mar | Apr-June | July-Sep | Oct-Dec | Jan-Mar | Apr-June | July-Sep | Oct-Dec | Jan-Mar | Apr-June | July-Sep | Oct-Dec | Jan-Mar | Apr-June | July-Sep | Oct-Dec | Jan-Mar | Apr-June | July-Sep | Oct-Dec |
| Team Member | | | | | | | | | | | | | | | | | | | | |
| Name, Title | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Name, Title | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| Name, Title | 100% | 100% | 100% | 100% | 80% | 80% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

CITY & COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION



CMD ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts

**For Contracts equal or greater than 50% of the Minimum Competitive Amount
and that are Advertised on or after July 1, 2022**

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, 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 PUC-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 – PRE-AWARD

- A. **Unless otherwise authorized** by CMD, the Proposer must submit the following 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 the LBE sub participation requirement(s). If seeking a rating bonus as an LBE Proposer or LBE Joint Venture (“JV”), check the appropriate box under Rating Bonus. Please see Part III for further information. Proposer entering “To Be Determined” (“TBD”) instead of a specific dollar amount/percentage may lead to a non-responsive proposal. LBE Proposers and LBE subs must be certified as LBEs on the proposal due date to qualify for the rating bonus or to qualify to meet the LBE sub participation requirement(s). The RFP/RFP will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). Any Proposer or sub who is in the process of appealing the Director’s denial of certification or revocation of certification shall not be considered an LBE.
 2. **Form 2B: CMD “Good Faith Efforts” Requirements Form:** This form must be submitted for every solicitation that requires LBE sub participation. Proposer shall meet the specified LBE sub participation requirement(s) and shall complete and submit Form 2B in accordance with Form 2B instructions. Failure to meet the LBE sub participation requirement(s) AND demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected. Please see Part IV for further information. Proposers are required to sign this form under penalty of perjury.
 3. **Form 3: CMD Compliance Affidavit:** Must be signed by the 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 CONTRACT PERFORMANCE FORMS—POST AWARD

A. LBE Utilization Tracking

1. **FORM 7: CMD Progress Payment Form:** The Proposer awarded the Contract shall submit online using the Contract Awarding Authority’s City approved system with each payment request. Failure to upload this information with each payment request may delay progress payment processing. For any Other Direct Costs (“ODC”) or direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE sub participation credit.
 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 Contract Awarding Authority’s City approved system with the next progress payment request. Subconsultants are then required to acknowledge payment from Contractor/Consultant online using the Contract Awarding Authority’s City approved system. Failure to submit required information may lead to withholding of progress payment, even if there are no subcontractor/subconsultant 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 and supplier (including lower-tier subs & suppliers).



- 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%.
- D. Failure to submit all required information under Section 1.03 as specified by the City may result in sanctions under Chapter 14B, including but not limited to, withholding of progress and final payments.

PART II. RATING BONUS

2.01 APPLICATION

A. General

Eligibility for the LBE rating bonus: CMD certified Micro, Small, and SBA-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus (as applicable under Section 14B.7 of the Ordinance) if the LBE is CMD certified in the type of work that is specified for the Proposer by the Contract Awarding Authority. 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. Contract Awarding Authorities shall apply these rating bonuses to each evaluation stage of the selection process, as applicable.

The rating bonus provided under Section 2.01 can be combined with each other. A Proposer may receive up to a maximum rating bonus of 13% depending on the particular application listed below.

A Proposer may only claim one rating bonus under each of the following subsections:

- Section 2.01(B) **Standard rating bonus**
- Section 2.01(D) **Prime Neighborhood/Zip Code LBE rating bonus**
- Section 2.01(E) **Subconsulting Neighborhood/Zip Code LBE rating bonus**

Note 1: The RFP/RFQ will clearly state whether the Pilot Neighborhood/Zip Code LBE Program is applicable to the specific project.

Note 2: The Mentor Protégé bid discount/rating bonus, Section 2.01(F), cannot be combined with any of the bid discounts/rating bonuses from Sections 2.01(B) through (E). The Mentor Protégé bid discount/rating bonus is not applicable to professional services contracts. However, for this CMD Attachment 2, the Mentor Protégé bid discount/rating bonus is applicable for Design-Build and/or CM/GC projects only.

B. Application of the **Standard rating bonus** shall be as follows:

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 proposals submitted by CMD certified Small or Micro-LBEs. SBA-LBEs are not eligible for a rating bonus OR
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 proposals submitted by CMD certified Small or Micro-LBEs. If, after the application of the 10% rating bonus to proposals submitted by Small or Micro-LBEs, the highest ranked Proposer is not a Small or Micro-LBE, a 5% rating bonus will be applied to any proposal from an SBA-LBE in accordance with the procedures and limitations set forth in Section 14B.7(E) of the Ordinance OR



3. 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 Proposers.
 - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE Proposers.
 - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE proposers.

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 Section 14B.7(F) of the Ordinance, 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 2.01(B)(3)(b) and (c) above. The LBE JV rating bonuses do not apply to DESIGN-BUILD AND CM/GC Contracts OR

4. **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, Micro, or SBA-LBE OR
5. **Contracts with an Estimated Cost In Excess of \$20,000,000.** The rating bonus for LBEs does not apply to Contracts estimated by the Contract Awarding Authority to exceed \$20,000,000.
6. Rating bonus is not applicable to Contracts awarded by private non-profit agencies, regardless of whether or not government funding is involved, or whether or not the firms competing for Contracts are for-profit businesses.

C. Pilot Neighborhood/Zip Code LBE Program

This pilot program is a hyper-local preference program that is to encourage participation by neighborhood businesses on City public works projects located in their neighborhood. This program may apply to Administrative Code Chapter 6 Contracts for projects located within the jurisdictional boundary of San Francisco estimated to cost in excess of \$10,000 and less than or equal to \$10,000,000. The RFP/RFQ will clearly state whether the Pilot Neighborhood/Zip Code LBE Program is applicable to the specific project. The Pilot Neighborhood/Zip Code LBE Program bid discount/rating bonus does not apply for Contracts estimated by the Contract Awarding Authority to exceed \$10,000,000. The program shall not apply to Job Order Contracts (JOC), As-Needed Contracts, or other Contracts where no specific project location is specified at the time of proposal.

The program preferences shall be available to LBEs who meet one or both of the following criteria:

1. Neighborhood LBE. A “Neighborhood LBE” means a certified Small or Micro-LBE whose principal place of business is located in the same Neighborhood as the Neighborhood in which the project is located, where “Neighborhood” is defined as any one of the 11 Supervisorial Districts as defined and established in the San Francisco Charter, Appendix E at time of proposal. In order to facilitate this, the Contract Awarding Authority is required to identify the specific address/Neighborhood(s) where the project will be located on all RFQ/RFPs, and contract documents.



2. Project Zip Code LBE. A “Project Zip Code LBE” means a certified Small or Micro-LBE whose principal place of business is located in the same zip code as the zip code in which the project is located; In order to facilitate this, the Contract Awarding Authority is required to identify the specific address/Neighborhood(s) where the project will be located on all RFQ/RFPs, and contract documents.

D. Application of the Prime Neighborhood/Zip Code LBE rating bonus:

1. A 1% rating bonus to proposals from a Neighborhood LBE (or a JV where the Neighborhood LBE JV partner(s)’ participation is at least 40%) when proposing on a Contract where the project is located in the same Neighborhood as the Neighborhood LBE’s principal place of business OR
2. A 1.5% rating bonus to proposals from a Project Zip Code LBE (or a JV where the Project Zip Code LBE JV partner(s)’ participation is at least 40%) when proposing on a Contract where the project is located in the same zip code as the Project Zip Code LBE’s principal place of business.

E. Application of the Subconsulting Neighborhood/Zip Code LBE rating bonus:

1. A 0.5% rating bonus to proposals from any Proposer if the LBE sub participation in the submitted proposal includes participation by Neighborhood LBEs of at least 50% of the sum of all the LBE sub participation requirement(s) OR
2. A 1.5% rating bonus to proposals from any Proposer if the LBE sub participation in the submitted proposal includes participation by Zip Code LBEs of at least 50% of the sum of all the LBE sub participation requirement(s).

F. Application of the Mentor Protégé bid discount/rating bonus for Design-Build or CM/GC contracts only:

For Design-Build or CM/GC contracts, a 1% bid discount/rating bonus to Bids from any Proposer who has been deemed by CMD to qualify for the bid discount/rating bonus. The bid discount/rating bonus shall not exceed \$300,000 and will not be applied if it results in an LBE losing status as the apparent low Bidder or highest ranked Proposer.

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A. Each Small and/or Micro-LBE Joint Venture 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 Chapter14B 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 prime level task(s):

| | 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% |
| <i>TOTAL JV Partner %</i> | <i>60%</i> | <i>32.5%</i> | <i>27.5%</i> |

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% |
|------------------------------------|-------|---|------------|-----|---|-------|

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 LBE SUBCONTRACTOR/SUBCONSULTANT (“SUB”) PARTICIPATION

3.01 LBE SUB PARTICIPATION REQUIREMENT(S)

A. General

All proposers shall achieve the LBE sub participation requirement(s) and undertake adequate good faith outreach as set forth in Section 14B.8 of the Ordinance to select subconsultants to meet the LBE sub participation requirement(s). The RFP/RFQ will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). A Proposer’s failure to achieve their respective LBE sub participation requirement(s) shall subject the Proposer to sanctions as described in Section 14B.17 of the Ordinance. For a directory of certified LBEs, please go to: <http://www.sfgov.org/cmd>.

Proposals that do not meet the LBE sub participation requirement(s) set under Section 14B.8(A) of the Ordinance will be rejected as non-responsive pursuant to Chapter 14B and its accompanying Rules and Regulations.

1. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the Contract, specify 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 LBE sub participation credit towards the LBE sub participation requirement(s), a listed LBE subconsultant must be CMD certified in the scopes of services/disciplines specified on Form 2A. Additionally, a sub(s) may be listed by more than one Proposer.
2. 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 not receive LBE sub participation credit for the referenced LBE. LBEs must be certified with CMD on the proposal due date to receive LBE sub participation credit.
3. Proposers are responsible for verifying the LBE status of a sub prior to submitting a proposal. 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 sub participation requirement(s) even if the firm is later certified or ultimately prevails in its appeal.
4. CMD may require the successful Proposer to submit performance reports (e.g., Form 7, etc.) on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and CMD.

B. Determination and Calculation of LBE Subcontractor/Subconsultant Participation

General Rules and Commercially Useful Function

1. All LBE Proposers/JVs with LBE participation must meet the LBE sub requirement(s). Any LBE Proposer/JV with LBE participation may not count its participation towards meeting the LBE sub participation requirement(s). An SBA-LBE Proposer may not count its participation towards the LBE sub participation requirement(s).
2. If a Proposer owns or controls more than one business that is CMD certified as an LBE, the Proposer will not receive LBE sub participation credit if it lists its other firms to meet the LBE sub participation requirement(s) when submitting as a Proposer. 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.
3. For a Proposer to receive LBE sub participation credit towards the LBE sub participation requirement(s), a listed LBE sub must be CMD certified in the scopes of services/discipline(s)



listed on Form 2A. The LBE sub shall be listed to perform task(s), which is described in the RFP or RFQ.

4. The LBE subconsultant must be utilized on the Contract to perform a Commercially Useful Function. An LBE sub performs a Commercially Useful Function if it is directly responsible for providing the materials, equipment, supplies or services to the project as required by the RFP/RFQ or contract documents. To perform a Commercially Useful Function, an LBE sub must be solely responsible for execution of a distinct element of the contract work, and must actually perform, manage, and supervise the work involved in accordance with normal industry practice.
5. To determine whether an LBE sub is performing a Commercially Useful Function, the CMD will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and the LBE credit claimed for its performance of the work, and other relevant factors. What constitutes a Commercially Useful Function will vary depending on the type of LBE sub.
6. An LBE sub does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of LBE participation. In determining whether an LBE is such an extra participant, the CMD will examine similar transactions and determine whether or not non-LBEs would normally participate in such transactions. No LBE sub participation credit will be given for an LBE that serves as a pass-through.
7. If the LBE subconsultant forms a Joint Venture with a non-LBE subconsultant, the 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 LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE sub participation requirement(s).

8. Only the dollar amount of work to be performed by the LBE sub will be credited toward meeting the LBE sub participation requirement(s).
EXAMPLE: Proposer lists an LBE sub for \$1,000,000, but the LBE sub will perform \$510,000 of that amount. The remaining \$490,000 will be further subbed out to a lower-tier non-LBE sub. Only \$510,000 will be credited toward the LBE sub participation requirement(s).
9. All work done by lower-tier LBE subconsultants will be credited toward meeting the LBE sub participation requirement(s).
EXAMPLE: A non-LBE sub is listed for \$1,000,000 and will perform \$800,000 of that amount. The remaining \$200,000 will be further subbed out to a lower-tier LBE sub. Only \$200,000 will be credited toward the LBE sub participation requirement(s), provided that the lower-tier LBE sub was listed on Form 2A at the time of proposal.

3.02 SUBSTITUTION, REMOVAL, OR CONTRACT MODIFICATION OF LBE

No LBE subconsultant, supplier or vendor 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. Consultant must conduct good faith efforts to replace an LBE sub with another LBE sub to comply with the LBE sub participation requirement(s). Additionally, no new subconsultants shall be added without prior CMD approval.



PART IV "GOOD FAITH EFFORTS" REQUIREMENTS

All proposers shall undertake adequate good faith efforts as set forth in Section 14B.8 of the Ordinance.

Under Section 14B.8(C) of the Ordinance, proposals that do not meet the LBE sub participation requirement(s) will be rejected as non-responsive pursuant to Chapter 14B and its accompanying Rules and Regulations.

Proposers must perform at least one of the three good faith efforts approaches outlined on Form 2B (35% Approach, Inclusion of Micro-LBE Approach and/or the Good Faith Negotiation(s) Approach). Note: A Proposer may be waived from the good faith efforts if it has been deemed by CMD to have met the requirements in the Mentor Protégé Program. A Proposer shall provide the CMD proof of eligibility.

The instructions for the Inclusion of Micro-LBE Approach and the Good Faith Negotiation(s) Approach are clearly outlined on Form 2B. Proposer must submit all good faith documentation as specified on Form 2B. For the 35% Approach listed above, if a Proposer demonstrates in its Proposal that it exceeds the sum of all the established LBE sub participation requirement(s) by 35% or more, such Proposer is not required to conduct the other good faith efforts approaches.

Example: The sum of all the LBE sub participation requirement(s) is 10%. Good faith efforts requirements will be met if the Proposer:

- 1) Meets the LBE sub participation requirement(s); **AND**
- 2) Has a total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE sub participation requirement plus 35% of that 10% sub participation requirement.

| | |
|--|--------------|
| The sum of all LBE sub participation requirement(s) set for the project: | 10.0% |
| 35% of the 10% LBE sub participation requirement(s): | 3.5% |
| Total LBE participation must equal or exceed: | 13.5% |

A Small or Micro-LBE Bidder/Proposer may count its own contract work toward the 35% good faith outreach exception portion, but may not count its own contract work toward the LBE sub participation requirement portion. An SBA-LBE Bidder/Proposer may not count its own contract work towards the LBE sub participation requirement portion or the 35% good faith outreach exception portion. SBA-LBE subs may count towards the 35% good faith outreach exception portion if the Director permitted Bidders/Proposers to list SBA-LBE firms to satisfy the LBE sub participation requirement.

PART V 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.
2. 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:
 - a. Issuing an Order of Debarment prohibiting the Consultant and affiliates from participating in City Contracting for a period not to exceed five years and terminating any existing Contracts or Subcontracts with the debarred Consultant, in accordance with the Administrative Debarment provisions and procedures set forth in Administrative Code Chapter 28.
 - b. Determining that the Consultant has failed to comply with the provisions of Chapter 14B, sanctions are as follows:
 - i) suspend a Contract;
 - ii) withhold funds;
 - iii) assess penalties;
 - iv) debarment;
 - v) revoke CMD certification; or
 - vi) pursuant to 14B.7(H)(2) of the Ordinance, assess liquidated damages in an amount up to 25% of the total amount of the Contract or subcontract, as applicable, or \$1,000, whichever is greatest as determined by CMD.
 3. The Director's determination of non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
 4. An appeal by a Consultant to the City Administrator shall not stay the Director's findings.
 5. 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.



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. Proposer, each Joint Venture partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. The RFP/RFO will state which LBE size category (e.g., Micro, Small, and/or SBA-LBE) can be used to meet the LBE sub participation requirement(s). All LBE Proposers/JVs with LBE participation must meet the LBE sub participation requirement(s). Any LBE Proposer/JV with LBE participation may not count its participation towards meeting the LBE sub participation requirement(s). Be sure to check the appropriate box for Rating Bonus under Section 2. If more space is needed for Section 1, attach additional copies of this form.

| | | |
|-----------------|-------------------------------------|--|
| Contract No.: | | |
| Contract Title: | LBE SUBPARTICIPATION REQUIREMENT(S) | |
| Firm: | <input type="checkbox"/> | Micro and Small-LBE Sub Requirement - ___% |
| Contact Person: | <input type="checkbox"/> | Micro, Small, SBA-LBE Sub Requirement - ___% |
| Address: | <input type="checkbox"/> | Micro-LBE Sub Requirement - ___% |
| City/ZIP: | <input type="checkbox"/> | Small-LBE Sub Requirement - ___% |
| Phone, Email: | <input type="checkbox"/> | SBA-LBE Sub Requirement - ___% |

*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 or Non-LBE. If LBE, identify MBE, WBE, or OBE; AND Micro, Small, or SBA. | % of LBE Subwork (Carry-Over from % OF Work Column) | | |
|--------|------|--|-----------|---|--|-------|-----|
| | | | | | Micro | Small | SBA |
| | | | % | | % | % | % |
| | | | % | | % | % | % |
| | | | % | | % | % | % |
| | | | % | | % | % | % |
| | | Total % of Work: | 100% | Total LBE Sub Participation: | % | % | % |

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://www.sfgov.org/cmd> for **each firm's status**



Section 2. Rating Bonus

Check applicable boxes.

- A. NO Rating Bonus Requested 0%
- B. Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal to \$10,000,000. See instructions in Sections 2.01 and 2.02.
- Micro or Small-LBE 10%
 - Joint Venture 7.5%
 - Joint Venture 5%
 - Joint Venture (Micro or Small-LBEs only) 10%
 - SBA-LBE 5%

- C. Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal to \$10,000,000. The below rating bonuses DO NOT apply to Chapter 21 contracts and only apply to Chapter 6 contracts, including Chapter 6.40. See instructions in Section 2.01 for details. This Neighborhood/Zip Code LBE Program shall apply to projects located within the jurisdictional boundary of San Francisco. The program shall not apply to Job Order Contracts (JOC), As-Needed contracts, or other contracts where no specific project location is specified at the time of proposal. The RFP/RFQ will clearly state whether the Pilot Neighborhood/Zip Code LBE Program is applicable to the specific project. A Proposer may receive up to a maximum rating bonus of 13% depending on the particular application.

Prime Neighborhood/Zip Code LBE rating bonus:

- Prime Neighborhood LBE (or a JV where the Neighborhood LBE JV partner(s)' participation is at least 40%) 1%

OR

- Prime Zip Code LBE (or a JV where the Prime Zip Code LBE JV partner(s)' participation is at least 40%) 1.5%

Subconsulting Neighborhood/Zip Code LBE rating bonus:

- Sub Neighborhood LBE 0.5%

OR

- Sub Zip Code LBE 1.5%

- D. Contracts in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000. See instructions in Section 2.01.

- Micro, Small, or SBA-LBE 2%

- E. Mentor-Protégé Program Bid Discount/Rating Bonus. The Mentor Protégé rating bonus is not applicable to professional services contracts. However, for this CMD Attachment 2, the Mentor Protégé rating bonus/bid discount is applicable for Design-Build and/or CM/GC projects only. See instructions in Section 2.01.

- Mentors of the Mentor-Protégé Program 1%



Section 3. 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 on the CMD LBE website at <http://www.sfgov.org/cmd>. Use additional sheets if necessary.

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

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

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

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

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

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



FORM 2B: “GOOD FAITH EFFORTS” REQUIREMENTS FORM

This “Good Faith Efforts” form, along with the required supporting documentation, must be completed and submitted per the instructions in this form, EVEN IF the LBE subcontracting/subconsulting participation requirement has been met (Section 14B.8 of the San Francisco Administrative Code). At the time of bid/proposal, Bidders/Proposers must submit this form along with its Bid/Proposal to be responsive. Failure to fulfill at least one of the three different approaches below may deem the Bid/Proposal nonresponsive.

To assist Bidders/Proposers with outreach to LBEs, the CMD website has a directory of certified LBEs: <https://sfgov.org/cmd/>.

Choose one of the three approaches listed below on this form. Approaches B and C require submittal of supporting documentation.

Approach A - 35% Approach

This approach is codified in Section 14B.8 of the San Francisco Administrative Code.

Under Approach A, a Bidder/Proposer must demonstrate that the total LBE participation requirement established for this project will be exceeded by at least 35%. This approach is illustrated in this CMD Attachment under Part IV.

- If a Contract has *separate* LBE sub participation requirements, the Bidder/Proposer must exceed by at least 35% the total sum of all the LBE sub participation requirements.
- A Small or Micro-LBE Prime Bidder/Proposer may not count its own contract work toward the LBE sub participation requirement portion, but may count its own contract work for the portion that exceeds the LBE sub participation requirement (i.e., 35% good faith outreach exception portion).
- An SBA-LBE Prime Bidder/Proposer may not count its own contract work towards the LBE sub participation requirement portion or the 35% good faith outreach exception portion.
- An SBA-LBE sub may count its participation towards the 35% good faith outreach exception portion if the Contract Monitoring Division Director permitted Bidders/Proposers to list SBA-LBE firms to satisfy the LBE sub participation requirement.

Select the boxes that apply:

Does your Bid/Proposal demonstrate that you have exceeded the established LBE sub participation requirement(s) by 35% or more in accordance with Section 14B.8(B)? YES NO

- I am a Small or Micro-LBE Prime Bidder/Proposer. I have listed LBE subs on Section 00 43 36/Form 2A/equivalent form to meet the established LBE sub participation requirement(s). I am relying on self-performed contract work to meet the 35% good faith outreach approach. Below is the total value of contract work I will perform with my own forces:

Percent (%) or Amount (\$) of Work: _____

- I am NOT a Small or Micro-LBE Bidder/Proposer. I have demonstrated on Section 00 43 36/Form 2A/equivalent form that the proposed LBE sub participation exceeds the sum of the established LBE sub participation requirements by at least 35%.

Approach B - Inclusion of Micro-LBE



This approach establishes that the Prime is utilizing Micro-LBEs on their projects.

Under Approach B, the Bidder’s/Proposer’s good faith efforts must be demonstrated by listing a different Micro-LBE subcontractor/subconsultant on this Bid or Proposal than they have listed in the last five (5) most recently awarded CCSF Contracts with LBE sub participation requirements.

- A Prime Bidder/Proposer that has been awarded at least five (5) CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on its last five (5) most recently awarded CCSF Contracts.
- A Prime Bidder/Proposer that has been awarded four (4) or less CCSF Contracts at the time of the current Bid/Proposal must list at least one (1) Micro-LBE firm on its team that the Prime Bidder/Proposer has not listed on any of its previously awarded CCSF Contracts and must indicate below the number of CCSF Contracts that it has been previously awarded.

Enter exact number of CCSF awarded Contracts: _____

- If there are separate LBE sub participation requirements on this Bid/Proposal, the Prime Bidder/Proposer is only required to list at least one Micro-LBE on its team to meet the "Good Faith Efforts" requirement.
- A Prime Bidder/Proposer that has never listed a Micro-LBE sub on any of its CCSF awarded Contracts or that has never bid on a CCSF Contract, may also utilize this approach.

A Bidder/Proposer must list the last five (5) most recently awarded CCSF Contracts below. If a Bidder/Proposer has four (4) or less CCSF awarded Contracts, it must list below all of its CCSF awarded Contracts. This includes Contracts where the Bidder/Proposer received a notification of award, even if work has not begun or if the Contract is not yet complete.

- CCSF Contracts that do not have an LBE sub participation requirement are excluded from this approach.
- Contracts where a Micro-LBE was utilized for a substitution, firm addition, or a trade package for CM/GC or DB projects are excluded from this approach.

| Contract Awarding Department | Contract Title | Contract Number | Contract Awarding Department’s Award Date |
|------------------------------|----------------|-----------------|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Bidder/Proposer must submit the following supporting documents for verification purposes; failure to submit this documentation may result in the Bid/Proposal found non-responsive:



- o For each of the Contracts listed above, the Prime Bidder/Proposer must include Section 00 43 36/CMD Form 2A/equivalent form submitted to the Contract Awarding Department.
- o The Section 00 43 36, CMD Form 2A, or equivalent form must indicate the Contract Awarding Department, the Project Title and the Contract Number.

The Micro-LBE sub listed for Approach B must sign below. By signing below, the Micro-LBE is verifying that it has not been utilized on the **Prime Bidder's/Proposal's projects provided above.**

Contract Number and Name: _____

Signature of Micro-LBE Owner/Authorized Representative: _____

Micro-LBE Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

Telephone/E-mail: _____

Date: _____

Approach C - Good Faith Negotiation(s)

This approach awards points for negotiating with LBEs in good faith.

Under Approach C, the Bidder's/Proposer's good faith outreach will be evaluated based on the entire team listed for the contract, even if the contract includes separate LBE sub participation requirement(s).

- A Bidder/Proposer must achieve at least 50 points with any combination of Items #1 through #3 below, as **determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A Bidder/Proposer who fails to achieve at least 50 points will be declared nonresponsive, and the Bid/Proposal will be rejected. Please check "yes" or "no" for each item listed below. Supporting documentation for Items #1 through #3 below must be submitted with the Bid/Proposal.**



Architecture, Engineering, and Professional Services

| | | |
|---|---|--|
| <p>1. Did your firm contact CMD certified LBE firms, not less than 10 calendar days prior to the due date of the Bid/Proposal? If so, you must include email documentation showing the date of the contact with your Bid/Proposal to verify that contacts were made timely.</p> <p>The purpose of contacting LBE firms is to provide notice of interest in bidding/proposing for this project. When contacting LBEs, you should provide adequate information about the plans, specifications, and requirements for the work.</p> <p>A Bidder/Proposer will receive 1 point for each LBE firm contacted, not less than 10 calendar days prior to the due date of the Bids/Proposals. The Bidder/Proposer may receive up to a maximum of 10 points for this item. There is no limitation to how many LBE firms a Bidder/Proposer can contact. Where there are fewer than 10 LBE firms available for subcontracting, and CMD has confirmed as such prior to the bid/proposal due date, the bidder/proposer will receive the 10 points as long as all potential LBE firms are contacted.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the Bid/Proposal due date, the allocation of points above still applies, except that the Bidder/Proposer may contact those LBE firms identified less than 10 calendar days prior to the due date of the Bid/Proposal.</p> | <p><input type="checkbox"/> Yes (Maximum of 10 points)</p> | <p><input type="checkbox"/> No (0 points)</p> |
| <p>2. Did your firm follow-up/negotiate in good faith with interested LBEs*? Your follow-up contact(s) with interested LBEs should include, but are not limited to correspondence regarding: the scope of work/services, quotes/billing rates, qualifications and/or expectations; the City's bonding and financial assistance program(s); assistance available to potential LBE subcontractors/subconsultants to properly mobilize; reduction of your firm's pre-qualification standards; etc.</p> <p>The Bidder/Proposer shall submit the following documentation:</p> <ul style="list-style-type: none"> a) Identify each interested LBE firm you are submitting email correspondence/documentation for; b) Copies of <u>ALL</u> email correspondence for each LBE identified for Item #2 (Note that the initial email correspondence from Items #1 above will not count towards the subject Item)—At a minimum, the Bidder/Proposer must include email documentation showing a response to the interested LBE; c) A full and complete statement of the reason(s) why any of the LBE firms identified for Item #2 was not selected for the subject project. <p>For each interested LBE firm that the Bidder/Proposer does follow-up with, the Bidder/Proposer will receive 10 points. There is no maximum amount of points/limitation to how many LBE firms a Bidder/Proposer can correspond with and follow-up/negotiate in good faith.</p> <p>A Bidder/Proposer who does not perform any follow-up contact with interested LBEs will receive zero points for Item #2.</p> <p>* “Interested LBE” shall mean an LBE firm that expresses interest in being a subcontractor/subconsultant/supplier to the Bidder/Proposer for the subject solicitation.</p> | <p><input type="checkbox"/> Yes (Minimum of 10 points to no Maximum)</p> | <p><input type="checkbox"/> No (0 points)</p> |



Architecture, Engineering, and Professional Services

| | | |
|--|---|--|
| <p>3. As part of your Bid/Proposal, did your firm list an LBE identified from Item #2 above?</p> <p>For each LBE that is identified under Item #2 above, the Bidder/Proposer will receive 30 points for listing said LBE for the subject solicitation on the specified sub listing form such as Section 00 43 36/CMD Form 2A/equivalent form.</p> <p>A Bidder/Proposer who does not list any LBEs from Item #2 above for the subject solicitation on Section 00 43 36/CMD Form 2A/equivalent form, will receive zero points for Item #3.</p> <p>The Bidder/Proposer shall submit the following documentation:</p> <ul style="list-style-type: none"> a) Copies of all email correspondence between your firm and the LBE listed for the project, including written bids/quotes; b) A full and complete statement of the reasons for selection of the subcontractor(s)/subconsultant(s)/supplier(s). If the reasons are based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the bid/quote amounts, the statement must include the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the bids/quotes. c) Email notification to LBE that it will be listed on Section 00 43 36/CMD Form 2A/equivalent form and include the listed LBE's scope of work and dollar value/percentage. <p>Pursuant to Section 14B.8(E) of the Ordinance, all Bidders/Proposers shall maintain the documentation described under this item for three years following submission of the Bid or completion of the Contract, whichever is later.</p> | <p><input type="checkbox"/> Yes (Minimum of 30 points to no maximum)</p> | <p><input type="checkbox"/> No (0 points)</p> |
|--|---|--|

For Approaches A through C, the Prime Bidder/Proposer declares and swears under penalty of perjury under the laws of the State of California that the foregoing statements/documentation are true and correct and accurately reflect its good faith efforts as required in this CMD Attachment, in Section **14B.8 and the accompanying Chapter 14B's Rules and Regulations.**

| | |
|---|---|
| Owner/Authorized Representative (Signature) | Owner/Authorized Representative (Signature) |
| Name (Print) and Title | Name (Print) and Title |
| Firm Name | Firm Name |
| Telephone Email | Telephone Email |



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): _____

Email _____

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.

1. Name of Contract or Project: _____

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

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

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

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

5. Calculation of the Rating Bonus. See §2.02(D) 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) of the Ordinance. 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 prime level task(s):

| | 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)

 Name (Print) Title

 Firm Name

 Telephone Email

 Date

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Email

 Date



SECTION 2. **For column “A”, list the Prime Consultant, each Joint Venture partner and ALL subconsultants, vendors, and suppliers including 2nd, 3rd, 4th, and 5th tier subconsultants. Make copies if more space is needed.** Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to five (5) years following project completion and, upon request, Prime Consultant shall submit the requested information to CMD within 10 business days.

Notes:

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

Identify LBE sub participation requirement(s) for this Contract:

Identify the LBE sub commitment(s) for this Contract:

| A | B | C | D | E | F | G | H |
|---|-------------------|---|---------------------------------|---|---------------------------------------|---|--------------------------------|
| Name of Firm List Prime Consultant/JV partners at the prime and sub levels, and all subs, vendors and suppliers for all tiers. (For each firm, indicate if it 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 | | | | | | | % |
| | | | | | | | |
| Reimbursables/ODCs | | | | | | | % |
| CONTRACT TOTALS | | | | | | | % |



FORM 9: CMD PAYMENT AFFIDAVIT

To be submitted electronically using the **Contract Awarding Authority's City approved system.**

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

Firm: _____ Date: _____

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

| Sub/Supplier/Vendor Name | Business Address | Amount Paid | Payment Date | Check Number/ Electronic Transfer 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 Email

 Telephone Email

 Date

 Date



FORM 8: CMD EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign Sections 1 and 4 of this form for each LBE subconsultant/supplier (including each lower tier LBE). All LBEs must complete and sign Sections 2 and 3 of this form. Please be sure to keep a copy of your outreach/delivery efforts (e.g., email, USPS certified mail, etc.) to the LBE sub(s). These forms should be submitted to the Contract Awarding Authority with the final progress payment request if the Contract has an LBE sub participation requirement.

TO: Resident Engineer Inspector

COPY: CMD Contract Compliance Officer

FROM (Contractor): _____

Date Transmitted: _____

SECTION 1.

- Please check this box if there are no LBE subs for this Contract.
- Please check this box if the LBE sub fails to complete and sign this form within 5 business days (see Section 3).

Reporting Date: _____ Contract Name: _____

Name of LBE: _____ Portion of Work (Trade): _____

Original LBE Contract Amount: \$ _____

Change Orders, Amendments, Modifications \$ _____

Final LBE Contract Amount: \$ _____

Amount of Progress Payments Paid to Date: \$ _____

Amount Owing including all Change Orders, Amendments and Modifications \$ _____

Explanation by Prime 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 completed/signed by the LBE subconsultant or vendor:

- I agree with the above completed Section 1.
- I disagree with the above completed Section 1.

If "I disagree" is checked above, please explain. LBE sub must address any discrepancies within 5 business days after it has received this form from the Prime Consultant. If the LBE sub fails to submit the form within 5 business days, the Prime Consultant will note this under Section 1 of this form and submit the form as is with the final progress payment.

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone

 Email

 Date



SECTION 4.

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

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 (Print) | _____ Title |
| _____ Firm Name | |
| _____ Telephone | _____ Email |
| _____ Date | |

| | |
|--|----------------|
| _____ Owner/Authorized Representative (Signature) | |
| _____ Name (Print) | _____ Title |
| _____ Firm Name | |
| _____ Telephone | _____ Email |
| _____ Date | |



FORM 10: CMD CONTRACT MODIFICATION FORM

Prime 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: _____

Total Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

New Total Contract Amount after Current Modification Request: _____

REQUIRED INFORMATION:

1. 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%. Please list below.

| Modification/ Amendment Number | Amount of Modification/ Amendment (If Applicable) | Brief Description of Services/Work |
|--------------------------------------|--|------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2. A spreadsheet showing each **firm's participation** for the overall Contract, including each **firm's participation** to date and proposed participation under the modification.



PROPOSED CONTRACT VALUE WITH NEW MODIFICATION/AMENDMENT

| | LBE Commitment(s) at the Time of Bid | LBE Participation To-Date | Projected LBE Commitment(s) Including This Mod/Amend |
|---------------------------|--------------------------------------|---------------------------|--|
| Micro and Small-LBE | % | % | % |
| Micro, Small, and SBA-LBE | % | % | % |
| Micro-LBE | % | % | % |
| Small-LBE | % | % | % |
| SBA-LBE | % | % | % |
| TOTALS | % | % | % |

| Firm Name | Commitment Made at Time of Bid/Proposal | Dollar Invoiced To-Date | Invoiced % To-Date | Projected Overall Dollar Amount with This Mod/Amend | Projected Overall % with This Mod/Amend |
|-------------|---|-------------------------|--------------------|---|---|
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| | % | \$ | % | \$ | % |
| LBE TOTALS: | % | \$ | % | \$ | % |
| TOTALS: | % | \$ | % | \$ | % |

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



4. For any listed LBE that is currently under its commitment or is not projected to meet its committed percentage of overall work, please provide an explanation as to why this is the case.

| LBE Firms Falling Short of Commitment or Not Projected to Meet Their Committed Percentage of Work: | Reason |
|--|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Sign below including each Joint Venture partner.

 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

 Telephone Email

 Date

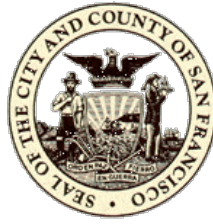
 Owner/Authorized Representative (Signature)

 Name (Print) Title

 Firm Name

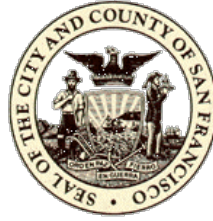
 Telephone Email

 Date



Chapter 12B Equal Benefits Complete Compliance Guide

1. Chapter 12B Equal Benefits Compliance Guide (2 pages)
2. Submitting An Online 12B Declaration (2 pages)
3. How Benefits Apply To Dependents (1 page)
4. Memorandum to Employees Template (1 page)
5. Chapter 12B Equal Benefits Audit Standards (2 pages)
6. Answers to Common 12B Equal Benefits Questions (1 page)



Chapter 12B Equal Benefits Compliance Guide

THE BASICS

THE DETAILS

| | |
|--|---|
| <i>The Equal Benefits Ordinance</i> | <p>San Francisco Administrative Code Chapter 12B (“the Equal Benefits Ordinance”) requires the City to only contract with businesses that offer benefits equally to employees with domestic partners and employees with spouses.</p> <p>Domestic Partners are couples registered with any State or local government agency authorized to perform such registrations. This applies to both same-sex and different-sex couples. Domestic partnerships and marriages may only be verified to the same extent and in the same manner, for example, domestic partner registry certificates are fully equivalent to marriage certificates.</p> |
| <i>Requirements</i> | <p>Only 3 documents are required to demonstrate compliance:</p> <ol style="list-style-type: none">1. <u>Compliant 12B Declaration</u> Submit through the SF City Partner portal at https://sfcitypartner.sfgov.org/ Paper and PDF versions are not accepted.2. <u>Formal verification of your business’s employee count</u> Examples of acceptable documentation include: Form W-3, Form 941, or DE 9C form. Redact confidential employee information.3. <u>Memorandum to Employees</u> An example of a memorandum that contains all of the necessary assurances is available upon request. |
| <i>Joint Ventures</i> | <p>Each joint venture (JV) partner must be compliant with Chapter 12B. In addition, the JV must obtain a separate supplier number and establish Equal Benefits compliance under that number.</p> <p>A JV can only become compliant after all JV partners are compliant.</p> <p>Be sure to include “JV” in the name of your business when you register in the Supplier Portal.</p> |

| | |
|---------------------------------|--|
| <p>Tips</p> | <ul style="list-style-type: none"> • SUBMIT ONLY THE 3 DOCUMENTS THAT ARE REQUIRED: 12B Declaration, verification of employee count and employee memorandum. • Start the compliance process well before bid opening. |
| <p>Essentials</p> | <p>Compliance must be established at the time a contract is signed. It is not necessary to comply in order to bid.</p> <p>Failure to offer benefits in accordance with the Chapter 12B Equal Benefits Ordinance may result in suspension of compliance status, financial penalties, and/or the inability to contract with the City and County of San Francisco.</p> <p>The Equal Benefits Ordinance does not require that any particular benefit be offered, only that any benefit offered be administered equally.</p> <p>It is easy to obtain equal insurance coverage. Many insurance carriers are required by law to offer domestic partner coverage and it will cost no more than spousal coverage.</p> <p>A compliant business must update compliance every 3 years or if there is a name change or a significant change in employee benefits, employee count, or corporate structure.</p> |
| <p>Compliance Audits</p> | <p>The City and County of San Francisco audits businesses to verify that the answers on the 12B Declaration are complete and accurate.</p> <p>Upon audit, you will be required to provide benefit documentation for each benefit. Such documentation may include the employee handbook and confirmations from your insurance, union, and retirement documents.</p> <p>The Chapter 12B Equal Benefits Audit Guide provides a detailed description of compliant documentation.</p> |

2021 August

Equal Benefits Unit
Contract Monitoring Division

1155 Market Street, 4th Floor, San Francisco, CA 94103

Telephone (415) 581-2310

cmd.equalbenefits@sfgov.org

www.sfgov.org/cmd

<https://sfgov.org/cmd/how-comply>

For passwords and account support, contact the DTIS Help Desk.

628-652-5000

dtis.helpdesk@sfgov.org

For general registration questions, contact the User Support Desk.

415-944-2442

sfcitypartnersupport@sfgov.org

For changes to your Bidder/Supplier info, contact the Supplier Management Team.

415-554-6702

supplier.management@sfgov.org

Submitting An Online 12B Declaration

The 12B Declaration must be submitted online through the City's Supplier Portal. Each submitted Declaration stands alone as a legal document and may not be revised. If amendments to a Declaration are necessary, you must submit a new Declaration.

When completing the online 12B Declaration, you will be asked to provide supporting documentation:

- Formal verification of employee count.
 - Verification is mandatory even if there are no employees.
 - Examples of the verification include: Form W-3, Form 941, DE 9C form, Form SS-4, Form 1040 SE, OSHA Form 300A, CA EDD Quarterly Contribution Return.
- Verification that your employees are notified that their benefits are provided equally to employees with spouses and employees with domestic partners.
 - A link to a template for a compliant employee memorandum is embedded in the 12B Declaration.
 - Note: the memorandum is not a substitute for full incorporation of domestic partner language in all written benefit policies.

| | |
|-----------|---|
| 1 | Have your username and password ready. <i>Tip: If you do not have a username and password, contact the DTIS Help Desk at Dtis.helpdesk@sfgov.org</i> |
| 2 | Have the count of employees in the U.S. ready and know which benefits your business offers. |
| 3 | Go to the Supplier Portal at https://sfcitypartner.sfgov.org/ |
| 4 | Click the Log In button. |
| 5 | Click on the Certifications menu on the right side of the screen. |
| 6 | Click on 12B Declaration . |
| 7 | For a new Declaration, click the Add A New Value tab. <i>To locate a previous Declaration that has not been submitted yet, click Find An Existing Value, enter the Declaration #, and click the Search button. Then skip to Step 12, below.</i> |
| 8 | On the search page that appears, ensure the SetID field is set to SHARE . |
| 9 | If the Supplier ID or Bidder ID does not automatically appear, enter the number. <i>Tip: Use your Supplier ID if you have one. If you do not have a Supplier ID, enter your Bidder ID.</i> |
| 10 | Under Declaration Type , select Supplier if you have a Supplier ID. If you do not have a Supplier ID, select Bidder . (Bidder numbers start with "B") |

| | |
|-----------|--|
| 11 | Click the Add button. |
| 12 | Follow the prompts to complete the 12B Declaration. Attach only the verification of employee count and Memorandum to Employees. Policy documents that are submitted with this form will be analyzed in the event of an audit. |
| 13 | At the end of the Declaration, click the following buttons in this order: Save, Print, Submit or Cancel . <i>Tip: Write down the Declaration Number that appears at the top of the page in case you need to contact the Equal Benefits Unit.</i> |

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415-554-6702
supplier.management@sfgov.org*

How Benefits Apply To Dependents

| Benefit | Check Spouse and/or Domestic Partner if they: |
|--|--|
| Health Insurance | ... can be added as dependents on the employee's Health plan. |
| Dental Insurance | ... can be added as dependents on the employee's Dental plan. |
| Vision Insurance | ... can be added as dependents on the employee's Vision plan. |
| Pension | ... have access to all beneficiary distribution options <i>and</i> anyone can be named as a beneficiary. |
| Retirement | ... have access to all beneficiary distribution options <i>and</i> anyone can be named as a beneficiary. |
| Bereavement Leave | ... and, if included, their family are included in the definition of immediate family for whom an employee may take leave. <i>(To be equal, all included family members must be the same for both spouses and domestic partners.)</i> |
| Family Medical/Military Leave | ... are included in the definition of immediate family for whom an employee may take leave. <i>(To be equal, all included family members must be the same for both spouses and domestic partners.)</i> |
| Parental Leave | ... are considered to be a parent. |
| Employee Assistance Program | ... are considered to be an eligible dependent. |
| Relocation and/or Travel | ... are eligible for house-hunting trips and/or other relocation or travel benefits. |
| Discounts/Facilities/Events | ... are eligible to participate in the employee's benefit. |
| Credit Union | ... are eligible to participate in the employee's membership or establish an account. |
| Child Care | ... can obtain care for their child. |
| Dependent Life Insurance | ... and/or their children are recognized as an eligible dependent. |
| Short-Term/Long-Term Disability Insurance | ... are eligible for training and/or survivor benefits. |
| Accidental Death & Dismemberment | ... are eligible for training and/or survivor benefits. |
| Other | ... can participate in the plan and/or benefit from it in some way. |
| Union | ... have access to benefits through a collective bargaining agreement. When benefits are provided through a collective bargaining agreement, check both the Union line and the benefits above that are offered to union employees and/or their dependents. |

EXAMPLE OF 12B COMPLIANT MEMORANDUM TO EMPLOYEES

[DELETE THE LINE ABOVE AND PRINT THIS MEMORANDUM ON YOUR BUSINESS LETTERHEAD]

[THE FOLLOWING HEADER IS NECESSARY]

To: All [Business Name] Employees
From: [Business Representative Name, Title]
Re: Domestic Partner Benefit Policy
Date: [Date]

[Business Name] does not discriminate based on the following protected categories:

Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual Orientation, Gender identity (Transgender status), Domestic Partner status, Marital status, Disability, AIDS/HIV status, Height, Weight

[Business Name] offers the following employee benefits equally to employees with spouses and employees with domestic partners, and to the spouses and domestic partners of such employees:

[List all benefits provided by business and delete all other benefits]

- Health Insurance - [List each carrier]
- Dental Insurance - [List each carrier]
- Vision Insurance - [List each carrier]
- Retirement - [List each type of plan, for example, Pension, 401(k), 403(b), Simple IRA]
- Bereavement Leave
- Family Leave
- Parental Leave
- Employee Assistance Program
- Relocation and/or Travel
- Business Discount, Facilities & Events
- Credit Union
- Child Care
- Dependent Life Insurance - [List each carrier]
- Short Term and/or Long-Term Disability Insurance - [List each carrier]
- Accidental Death & Dismemberment Insurance – [List each carrier]

Domestic partners are defined as couples who are registered with any State or local government domestic partner registry. This applies to both same-sex and different-sex couples. Any requirements for proof of relationship or waiting periods are applied equally to domestic partnerships and marriages. Domestic partner registry certificates are accepted as fully equivalent to marriage certificates.

Chapter 12B Equal Benefits Audit Standards

When an audit of your company's benefits is performed, you will be required to provide all benefit documentation. Use the standards below to determine if your benefit policies are administered equally. Where spouses, stepchildren, and an employee's extended family are referenced, each benefit policy must also include domestic partners, their children, and their equivalent family members. Domestic partner language must be fully incorporated into policies. Blanket statements regarding your company's general domestic partner policy in a separate part of the employee handbook are insufficient.

| Benefit Type | Guidelines | Typical Documentation |
|--|--|---|
| Health Dental Vision Dependent Life Long-term Disability Long-term Care AD&D Business Travel Accident Personal Travel Accident | Insurance confirmations must make clear that a Domestic Partner is any person who has a currently registered domestic partnership with any State or local governmental body. This applies to both same-sex and different-sex couples. Any requirements for proof of relationship and waiting periods must apply equally to domestic partnerships and marriages. For example, domestic partner registry certificates must be recognized as fully equivalent to marriage certificates. COBRA-like continuation coverage must be available to domestic partners and their children where continuation coverage is available to spouses and stepchildren. (Pre-tax benefits cannot be made equal.) | Acceptable: Basic Plan Document, Summary Plan Description, Evidence of Coverage, rider plus plan cover page. Unacceptable: letters from brokers, enrollment forms, invoices. |
| Bereavement Leave Family Leave Family Medical Leave Military Caregiver Leave Military Exigency Leave Parental Leave Relocation and Travel Discounts/Facilities/Events | Where the term "spouse" is used, the term "domestic partner" must be included. The definition of "immediate family" must be defined in the bereavement policy and if it includes in-laws or other family relationships established through marriage, the equivalent members of a domestic partner's family must be explicitly included. An example of a compliant definition is: <i>the employee's spouse or domestic partner; a parent, child or sibling of the employee, spouse or domestic partner; and the spouse or domestic partner of the employee's parents, children, or siblings.</i> Note: federal law does not prevent recognition of domestic partners or their children in the FMLA and military leave policies. | Employee handbook policies. |

| Benefit Type | Guidelines | Typical Documentation |
|---------------------------------------|--|--|
| Retirement (Pension, 401(k), etc.) | In addition to demonstrating that anyone can be a beneficiary, plan documents must confirm that the distribution options are the same for spouse and non-spouse or domestic partner beneficiaries to the greatest extent permitted by law. | The cover page and distribution section of the Summary Plan Description or Basic Plan Document of your 401(k) or pension or savings plan(s). If you have a prototype plan, include the Adoption Agreement. |
| Employee Assistance Credit Union | Domestic partners/household members must be included where spouses are referenced. | A brochure or letter from the provider or the policy from the employee handbook. |
| Union | Separate documentation must be submitted for benefits administered through collective bargaining agreements. | A statement or other documentation from the union that confirms domestic partners are recognized. |
| Other | If your business offers other benefits, specify what they are on the 12B Declaration and provide documentation. | Varies; send an email to cmd.equalbenefits@sfgov.org to reach the Equal Benefits Unit. |

2021 August

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Contract Monitoring Division
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cmd.equalbenefits@sfgov.org www.sfgov.org/cmd <https://sfgov.org/cmd/how-comply>

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628-652-5000

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For general registration questions, contact the User Support Desk.

415-944-2442

sfcitypartnersupport@sfgov.org

For changes to your Bidder/Supplier info contact, the Supplier Management Team.

415-554-6702

supplier.management@sfgov.org

Answers to Common 12B Equal Benefits Questions

Q: I submitted a 12B Declaration. How do I check my company's status?

A: You will receive a confirmation email when your company is assigned compliance.

Compliance status is specified in your PeopleSoft account on your home page.

You may also contact the Equal Benefits Unit at cmd.equalbenefits@sfgov.org or 415-581-2310 with additional status questions.

Q: How do I register compliance with the Equal Benefits Ordinance?

A: You must submit a compliant 12B Declaration, formal verification of the employee count for your business, and a copy of the notification you will provide to employees that explains your company's domestic partner policy. A template for the notification is available.

Q: My business does not have any employees. Does my business need to comply with the Equal Benefits Ordinance?

A: Yes. You will need submit both the 12B Declaration and formal verification that explicitly states that are no employees.

Q: My business does not have any employees or locations in San Francisco. Does my business need to comply with the Equal Benefits Ordinance?

A: Yes.

Q: My business does not offer any employee benefits. Does my business need to comply with the Equal Benefits Ordinance?

A: Yes.

Q: I forgot to include a benefit on my 12B Declaration. Why can't I edit the 12B Declaration I submitted?

A: Each submitted 12B Declaration stands alone as a legal document. If an amendment is necessary, a new Declaration must be submitted.

Q: My business has been assigned 12B compliance. What do I do now?

A: First, if you are a Bidder, you must be converted to a Supplier. Contact the Supplier Management Team at supplier.management@sfgov.org to request conversion.

Next, notify any City department contact with whom you have been working that your business is compliant.

Q: The name of my business changed after 12B compliance was assigned. Is my business still compliant?

A: To maintain compliance, you must submit a new 12B Declaration and supporting documentation if there is a substantial change in your business. Examples of substantial changes include name changes, employee count changes that result in a change in benefits and tax ID changes.

Q: I find the compliance process to be very confusing. Is there someone I can ask for help?

A: Contact the Equal Benefits Unit at cmd.equalbenefits@sfgov.org or 415-581-2310 for assistance walking through the compliance process.



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. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

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

Bidder/Supplier # - if known

Company Name

() _____
Phone

Federal Employer ID #



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

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

Where to Send this Form. Submit this form via San Francisco's centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

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

Bidder/Supplier # - if known

Company Name ()
Phone

Federal Employer ID #



CITY AND COUNTY OF SAN FRANCISCO

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 Alana Toliver: Email: alana.toliver@sfgov.org : (415)701-4886.

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 |
|-----------|-----------------|-------------------------|
| | | |
| | | |
| | | |
| | | |



FIRST SOURCE HIRING PROGRAM FOR PROFESSIONAL SERVICES FACT SHEET

OVERVIEW

- Applies to all Professional Service Contracts in excess of \$50,000 and shall include but not limited to As-Needed Services, Architectural, Engineering, Construction Management, and Design Services.
- Consultants shall notify the First Source Hiring Program of all available Entry Level Positions and shall make Good Faith Efforts to hire Referrals to fulfill all available Entry Level Positions.
- Consultants shall meet with the First Source Hiring Program and present their workforce plan to meet the First Source Hiring Goals.

EMPLOYER SERVICES

- CityBuild is the First Source Hiring Administrator and provides Employment Networking Services such as prescreening job seekers for the appropriate training, employment background, and skill sets that an employer seeks.
- CityBuild actively recruits, prepares and trains San Francisco's workforce for the professional services industry and assist employers in creating a successful workforce plan.
- CityBuild refers graduates from the City's Construction Administration Training Program which prepares individuals in a career of professional services.
- The First Source Hiring Program is a free service to all employers.

NONCOMPLIANCE

- Failure to meet the criteria of the First Source Hiring Program does not impute bad faith but rather shall trigger a review for compliance. If the Consultant is deemed noncompliant, then the City may assess liquidated damages as defined in San Francisco Administrative Code Chapter 83.

CONTACT

- CityBuild is the Consultant's main contact for the First Source Hiring Program. For questions and assistance, please contact:

A.J. Thomas
Email: aj.thomas@sfgov.org
Phone: (415) 701-4858

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

Proposer, by completing this certificate and submitting it in connection with the selection process for **PUC.PRO.0264 New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0232)**, 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. Proposer certifies that the address of its United States headquarters listed below is true and correct, and agrees to notify the City immediately if Proposer's headquarters move. Proposer further certifies that none of the work performed on the subject Contract will be performed in any Covered State. If the Proposer is a joint venture, each joint venture partner must complete this certification.

Text of San Francisco Administrative Code Chapter 12X is available on this website:

<http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12xprohibitingcitytravelandcontra>

A list of Covered States is available on the City Administrator's website: <https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>

For Prime Proposer/Lead JV Partner

Signature of Authorized Representative of Prime/Lead JV Partner

Date

Print Name and Title

Prime/Lead JV Partner Company Name

Address of United States Headquarters of Prime/Lead JV Partner

For Non-Lead JV Partner (if applicable)

Signature of Authorized Representative of Non-Lead JV Partner

Date

Print Name and Title

Non-Lead JV Partner Company Name

Address of United States Headquarters of Non-Lead JV Partner

Attach a copy of this page with identifying information and signatures for representatives of additional Non-Lead JV partners if necessary.

END OF DOCUMENT

RELEASE OF LIABILITY AND WAIVER

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **PUC.PRO.0264 New CDD Campus at 2000 Marin Design Services (Re-Bid of PRO.0232)** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Signature of Authorized Representative of Prime/Lead JV
Partner

Date

Company Name

Print Name and Title

Signature of Authorized Representative of Non-Lead JV
Partner (if applicable)

Date

Company Name

Print Name and Title


Signature of Authorized Representative of Non-Lead JV
Partner (if applicable)

Date

Company Name

Print Name and Title

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE DIVISION
PROCEDURES MANUAL
VOLUME 4, PROGRAM & PROJECT MANAGEMENT**

| | |
|--|--|
| SECTION 3: CONTRACT MANAGEMENT | APPROVED:  |
| PROCEDURE: PM 3.16 TITLE: CONSULTANT PERFORMANCE EVALUATION | DATE: 7/14/11 REVISION: 0 |

1. POLICY

Consultant Performance Evaluations must be completed for all San Francisco Public Utilities Commission (SFPUC) consultant agreements greater than \$500,000. For each consultant agreement, evaluations must be conducted on an annual basis and at the end of the consultant agreement, and must use the Consultant Performance Evaluation (CPE) form included with this procedure as Attachment 1. The goal of these evaluations are to (1) assess the consultant's performance, (2) provide periodic feedback to the consultant, and (3) review the SFPUC management of the agreement.

Assessing consultant performance is a standard business practice to:

- Determine if the SFPUC is receiving good value and quality deliverables;
- Provide opportunities for continuous improvement/lessons learned; and
- Provide input in the selection process for future consultant agreements.

Consultant performance trend reports will be reviewed on a regular basis as part of quality assurance processes to avoid surprises regarding the consultant's performance, to address any potential problem areas, identify common issues between consultant agreements, and maximize the value provided by consultants.

2. DEFINITIONS

None. Refer also to [Definitions List \(Hummingbird #488573\)](#).

3. RESPONSIBILITIES

As the Evaluator, the Contract Manager must complete all required CPEs as specified

in this procedure. The Contract Manager is the SFPUC staff responsible to oversee the work of the consultant. For example, the Contract Manager may be a Project Manager, Project Engineer, Environmental Project Manager, or Construction Manager.

4. **IMPLEMENTATION**

- 4.1 The Evaluator reviews the consultant evaluation process and use of the CPE form with the consultant during the negotiations of the consultant agreement to establish clear expectations.
- 4.2 The Evaluator, with input from other appropriate City staff and management, completes the CPE form at the conclusion of the contract (or termination of the agreement) and at least annually for multi-year consultant agreements. The Evaluator selects one of the Rating Level Codes indicated below and writes comments in the appropriate boxes based on the following definitions:
 - **Excellent:** The consultant performance exceeds contract requirements to the City's benefit. Only a few minor problems have been encountered and have all been addressed timely by the consultant using effective corrective actions. Extraordinary performance demonstrated by (i) cost savings, innovative options and/or work efficiencies; (ii) work products of excellent quality; and (iii) overall added value to the SFPUC.
 - **Good:** The consultant performance meets contract requirements. Some problems have been encountered but corrective actions have been satisfactory.
 - **Fair:** Performance does not meet some contractual requirements. Multiple or serious problems have been encountered and the consultant's corrective actions have not been satisfactory or have not been fully implemented. Timely corrective actions with no additional or minimal costs to the City are required.
 - **Unsatisfactory:** Performance does not meet contractual requirements and timely recovery with not additional or minimal costs to the City are not likely. The consultant's corrective actions have been ineffective and the consultant's performance may lead to the termination of the consultant agreement.
- 4.3 The Evaluator forwards the completed CPE to the consultant for review, with a deadline (14 calendar days after receipt of the evaluation) for the consultant to sign the CPE form or request a meeting to discuss any disagreement with the results of the evaluation. For a joint venture contract, all prime consultants will be included in the evaluation process.
- 4.4 If the consultant agrees with the evaluation, the consultant signs the CPE form and returns the signed document to the Evaluator by the pre-determined deadline.

- 4.5 If the consultant disagrees with an evaluation, the consultant must provide the Evaluator with a written response by the pre-determined deadline. Upon receipt of the consultant's response, the Evaluator will setup a meeting with appropriate SFPUC personnel and the consultant to discuss the content of the CPE form. After that meeting, the Evaluator will issue a final determination and may modify the content of the CPE form accordingly.
- 4.6 The Evaluator will also setup a meeting with a consultant whenever any part of the CPE form includes a rating of "Fair" or "Unsatisfactory." After the meeting, the Evaluator would issue a final determination and may modify the content of the CPE form accordingly. If the consultant disagrees with the final determination, the consultant may provide a final written response that will be attached to the CPE form to be archived.
- 4.7 The Evaluator must obtain the consultant's signature on the CPE form or attach supporting documentation on why the signature is missing.
- 4.8 If a consultant does not sign the CPE and does not submit a response by the pre-determined deadline, the evaluation and CPE form should be considered final, although it may not be signed by the consultant. In this case, the supporting documentation as to why the consultant signature is missing must be attached to the CPE form to be archived.
- 4.9 The Evaluator signs the evaluation, sends a copy to the consultant, and sends the original to the designated SFPUC master file with the Contract Administration Bureau (CAB) who is responsible for the archiving of all CPE forms.
- 4.10 On multiple-year consultant agreements, perform a consultant evaluation and complete a CPE form on an annual basis. This evaluation should be performed on the annual anniversary (Notice to Proceed) of the consultant agreement. Also perform a final consultant evaluation and complete a final CPE form at completion of the consultant agreement. The final CPE form should reflect the consultant performance recorded in previous CPE forms and not only focus on the period since the last consultant performance evaluation. Upon completion of the final CPE form, the annual evaluations will be discarded.
- 4.11 All CPE forms will remain in the SFPUC records for a period of 5 years following completion of each consultant agreement. Therefore, a CPE form and any consultant response will be forwarded to selection panels for a period of 5 years after completion of the consultant agreement. For consultant agreements that have been completed, only the final CPE form will be provided to the selection panels of future consultant agreements. Whereas, for consultant agreements that have yet to be completed, the most recent CPE will be provided to the selection panel.
- 4.12 All SFPUC request for proposals (RFPs) include language regarding the consultant evaluation process and indicate that the process is a contract

requirement and is a component of the selection process for those proposers with performance evaluations on file. The contract Waiver/Release of Liability form covers information provided in all completed CPEs.

- 4.13 Project Closeout: The lessons learned from the consultant evaluation process is to be included in the Project Closeout Report. The annual CPEs as well as the final end-of-the-consulting-contract CPEs must be submitted to the CAB for archival purposes.

5. **REFERENCES**

- Procedure PM 3.14 Project Closeout

6. **ATTACHMENTS**

- (1) [Consultant Performance Evaluation \(Hummingbird #692971\)](#)

ATTACHMENT 1: CONSULTANT PERFORMANCE EVALUATION FORM

| CONSULTANT EVALUATION: | | | |
|--|--|---|--|
| Consultant Name: | | Type of Evaluation: Annual <input type="checkbox"/> Final <input type="checkbox"/> | Date of Evaluation: MM/DD/YY |
| Consultant Address: | | Evaluation No.: | Evaluation Period: MM/DD/YY - MM/DD/YY |
| | | Agreement No.: | Enterprise/Division: |
| Name and Phone of Consultant Lead Manager: | | Type of Consultant Agreement: | |
| Agreement Name: | | Program/Project Management <input type="checkbox"/> Environmental <input type="checkbox"/> Engineering (Planning & Design) <input type="checkbox"/> Construction Management <input type="checkbox"/> Other <input type="checkbox"/> | |
| Original Agreement Duration: XX months | Original Agreement Start Date: MM/DD/YY | Original Agreement Value: \$ | Revised Agreement Value: \$ |
| Original Agreement End Date: MM/DD/YY | Revised Agreement End Date: MM/DD/YY | | |
| 1. QUALITY OF SERVICE: Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> | | | |
| <ul style="list-style-type: none"> • How do you rate the quality of the services provided by the consultant? • How do you rate the quality of the work product and deliverables provided by the consultant? • Did the consultant provide the level of expertise and skills required to do the work? • Was the consultant able to provide the required as-needed expertise to address unexpected issues? • Were the consultant work products reviewed and validated as part of a thorough QA/QC program? • Was a management plan developed and used to ensure the quality of the services provided? • Were the findings and recommendation of the consultant adequately supported by facts and analyses? • Did the consultant identify and promptly notify the SFPUC of issues or conditions that could impact the quality, schedule and/or cost of the work, and did it assist the SFPUC to resolve or mitigate them? • Was the consultant knowledgeable on the industry's latest standards, trends, and technologies? • Was the consultant responsive to the SFPUC's needs and did it address any concerns raised? • Did the consultant follow the directives issued by the SFPUC? • Did the consultant compromise the quality of a work product or deliverable to make a deadline? • Did the SFPUC formally notify and/or take actions against the consultant due to the consultant's poor performance? | | | |
| Comments (required for Fair and Unsatisfactory ratings): | | | |
| | | | |

ATTACHMENT 1: CONSULTANT PERFORMANCE EVALUATION FORM

| | | | | |
|---|------------------------------------|-------------------------------|-------------------------------|---|
| 4. SCOPE MANAGEMENT: | Excellent <input type="checkbox"/> | Good <input type="checkbox"/> | Fair <input type="checkbox"/> | Unsatisfactory <input type="checkbox"/> |
| <ul style="list-style-type: none">• Were all proposed scope changes brought to the attention of the SFPUC timely?• Did the consultant make reasonable efforts to minimize scope changes?• Did the consultant establish and use a formal business process to control change?• Did the performance of the consultant result in additional scope?• Did the consultant obtain all required approvals before proceeding with additional work? | | | | |
| Comments (required for Fair and Unsatisfactory ratings): | | | | |
| | | | | |
| 5. STAFF AND RESOURCES: | Excellent <input type="checkbox"/> | Good <input type="checkbox"/> | Fair <input type="checkbox"/> | Unsatisfactory <input type="checkbox"/> |
| <ul style="list-style-type: none">• Did the consultant adequately staff the project/assignment to ensure successful delivery?• How do you rate the performance of the consultant manager(s) in charge of the work?• How do you rate the overall performance of sub-consultants?• Did the consultant provide adequate coordination and oversight for the work performed by its sub-consultants, and did it take ownership of that work?• Did the consultant provide the individuals that were identified in their proposal?• Did the consultant maintain continuity in its staff assignments?• Was the consultant staff courteous and helpful in dealings with the general public, other agencies/organizations?• Was the consultant staff cooperative, and easy and pleasant to work with?• Did the consultant staff use the latest tools (resources, systems, technologies, etc.) available in the industry?• Was the consultant responsive to SFPUC requests for staffing adjustments?• Was any of the consultant staff replaced because of poor performance or other issues? | | | | |
| Comments (required for Fair and Unsatisfactory ratings): | | | | |
| | | | | |

ATTACHMENT 1: CONSULTANT PERFORMANCE EVALUATION FORM

| | |
|---|--|
| OVERALL RATING: Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> | |
| Based on the rating for the seven (7) evaluation categories and your overall assessment of the services provided, how would you qualify the consultant's overall performance? | |
| Would you have reservations working with this consultant on other assignments in the future? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Comments (required for Fair and Unsatisfactory ratings, or if answered Yes to above question): | |
| EVALUATOR AND DEPARTMENT HEAD | |
| Evaluator's Name: | Evaluator's Title: |
| Evaluator's Phone: | Evaluator's E-mail: |
| Department's Head Name: | Department's Head Title: |
| Evaluator's Signature and Date: <p align="right">MM/DD/YY</p> | Department's Head Signature and Date: <p align="right">MM/DD/YY</p> |
| CONSULTANT RESPONSE | |
| <input type="checkbox"/> Yes, we agree with the findings of this performance evaluation | <input type="checkbox"/> No, we do not agree with the findings of this performance evaluation |
| Signature of Consultant Lead Manager: | Did Consultant submit written response? Yes <input type="checkbox"/> No <input type="checkbox"/> |

Addendum One

To

Request for Proposals



Agreement No. PUC.PRO.0264

**New CDD Campus at 2000 Marin Design Services
(Rebid of PUC.PRO.0232)**

ADDENDUM ONE PUBLICATION DATE:

September 26, 2022



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102**

****Please note that revisions are made in ~~strikethrough~~ and in red where necessary.****

CHANGE NUMBER 1, on page 1 of the RFP:

1.1 Introduction

...

The SFPUC is committed to exemplary and highly functional civic buildings, and seeks responses from firms with proven track record of successful performance in the following areas: Architecture, Civil Engineering, Industrial Engineering, Mechanical and Plumbing Engineering, Electrical Engineering, Fire Sprinkler Systems, Structural Engineering, Acoustical Engineering, Parking, Elevator Systems, Waterproofing Systems, Communications Systems (Low Voltage, ~~Security~~, Audiovisual), Lighting Design, Furniture, Fixtures & Equipment (FF&E), Signage Design, Leadership in Energy and Environmental Design (LEED) and Commissioning.

...

CHANGE NUMBER 2, on page 10 of the RFP:

3.1 Description of Services

...

For the entire project: Architecture, Structural, Civil Engineering, Industrial Engineering, Acoustical Engineering, and specialty subcontractors for Parking, Elevator Systems, Fire Sprinkler Systems, Waterproofing Systems, Communications Systems (Low Voltage, ~~Security~~, Audiovisual), Lighting Design, Signage Design, LEED and Commissioning. **Landscape Architecture is excluded. It will be performed by the City.**

...

CHANGE NUMBER 3, on page 12 of the RFP:

3.3 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment.

TASK 1 DESIGN DEVELOPMENT

...

B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Contractor shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, ~~Security~~ and Audiovisual systems. The CSM needs to address the following criteria:
 - a. ~~Refer to the Programming and Design Criteria documents (Appendix C-PRO.0264 Background Documents) for Security requirements.~~

- b. In developing the CSM, Contractor shall obtain all departmental standards documents from the SFPUC.
- 2. Contractor shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
- 3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.
- 4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Contractor shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
- 5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Contractor shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

- a. Contractor shall inventory existing equipment and provide assessment for reuse.
- b. Contractor shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.
- c. Contractor shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

CHANGE NUMBER 4, on page 23 of the RFP:

4.3 Key Team Member Qualifications

...

I. Lead Team Member for Specialized Subcontractor disciplines (a-j)

To qualify as a **Lead Teams Member for Specialized Subcontractor for disciplines (a-j)** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' professional demonstrated experience relevant to the Specialized Subcontractor's discipline; and
- Demonstrated experience as a Lead in design relevant to the Specialized Subcontractor's discipline on a minimum of one (1) civic or industrial project, within the last ten (10) years.
- The Specialized Subcontractors' disciplines include:
 - a. Fire Sprinkler Systems,
 - b. Acoustical Engineering,
 - c. Parking,
 - d. Elevator Systems,
 - e. Waterproofing Systems,
 - f. Communications Systems (Low Voltage, ~~Security~~, Audiovisual),
 - g. Lighting Design,
 - h. FF&E / Interior Design,
 - i. Signage Design,
 - j. LEED and Commissioning

...

CHANGE NUMBER 5, on page 70 of the RFP:

14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. PRO.0264 Background Documents **Rev. 1**
- D. Social Impact Partnership Supporting Documents
- E. Proposer Commitment Matrix
- F. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)

- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Chapter 12X Certification
- L. Release of Liability Form
- M. Consultant Services Performance Evaluation Procedure

END OF DOCUMENT

Addendum Two

To

Request for Proposals



Agreement No. PUC.PRO.0264

**New CDD Campus at 2000 Marin Design Services
(Rebid of PUC.PRO.0232)**

ADDENDUM TWO PUBLICATION DATE:

October 4, 2022



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102**

****Please note that revisions are made in ~~striketrough~~ and in red where necessary.****

CHANGE NUMBER 1, *on page 23 of the RFP:*

4.3 Key Team Member Qualifications

...

All Key Team Members (A-H listed above) must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

END OF DOCUMENT

Addendum Three

To

Request for Proposals



Agreement No. PUC.PRO.0264

**New CDD Campus at 2000 Marin Design Services
(Rebid of PUC.PRO.0232)**

ADDENDUM THREE PUBLICATION DATE:

October 5, 2022



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102**

****Please note that revisions are made in ~~striketrough~~ and in red where necessary.****

CHANGE NUMBER 1, on page 70 of the RFP:

14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. PRO.0264 Background Documents Rev. ~~1~~2
- D. Social Impact Partnership Supporting Documents
- E. Proposer Commitment Matrix
- F. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- G. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Chapter 12X Certification
- L. Release of Liability Form
- M. Consultant Services Performance Evaluation Procedure

END OF DOCUMENT

Addendum Four

To

Request for Proposals



Agreement No. PUC.PRO.0264

**New CDD Campus at 2000 Marin Design Services
(Rebid of PUC.PRO.0232)**

ADDENDUM FOUR PUBLICATION DATE:

October 11, 2022



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, San Francisco, CA 94102**

****Please note that revisions are made in ~~striketrough~~ and in red where necessary.****

CHANGE NUMBER 1, on page 2 of the RFP:

1.2 Tentative RFP Schedule

The following dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

| | |
|--|-----------------------------|
| Advertisement of RFP | 9/14/2022 |
| Pre-Submittal Conference | 9/21/2022 |
| Deadline for Proposers to Submit Questions | 9/23/2022 |
| Deadline for Proposers to Submit Proposals..... | 10/12 10/14/2022 |
| Short-Listing and Notification of Oral Interviews | 11/9/2022 |
| Oral Interviews | 11/29/2022 |
| Posting of Highest-Ranked Proposer | 12/5/2022 |
| Public Utilities Commission Authorization to Execute Agreement | 1/10/2023 |
| Board of Supervisor's Approval | 2/15/2023 |
| Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement | 2/22/2023 |
| Notice of Award of Agreement..... | 3/15/2023 |

CHANGE NUMBER 2, on page 67 of the RFP:

12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Contractor or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Contractor or JV Partner (Lead or Non-lead) intends to be listed as a subcontractor on another competing proposal, the Prime Contractor or JV Partner must fully disclose such intent to the affected parties ~~30 days~~ prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Contractor or JV Partner cannot participate in more than one interview.

END OF DOCUMENT

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 23-0013

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires a new campus for the Water Enterprise City Distribution Division (CDD). The current CDD campus located at 1990 Newcomb Avenue, has served as CDD's main facility for almost six decades. Due to the exponential growth of service demands over the decades and challenges with maintaining operations at a facility that has exceeded its useful life, there is an acute need for the design and construction of a new headquarters facility to alleviate overcrowding, address building code and safety issues, eliminate inefficiencies, and accommodate CDD's current and future operational needs; and

WHEREAS, Procurement of the services of qualified design consultants to provide specialized architectural, engineering, and specialty consultant design services is necessary to supplement SFPUC staff for this proposed Project; and

WHEREAS, On September 14, 2022, SFPUC advertised a Request for Proposals for the design of a new campus for CDD, consisting of five buildings, totaling approximately 371,000 gross square feet; and

WHEREAS, Staff anticipates services to begin March 1, 2023, and end February 28, 2028, with a contract duration of five years; and

WHEREAS, Two proposals were received in response to the September 14, 2022 advertisement of a Request for Proposals, and Contract Monitoring Division (CMD) staff, upon review of the proposals, confirmed that Mark Cavagnero Associates (MCA) was the topped rank proposer; and

WHEREAS, The CMD established a Local Business Enterprise (LBE) subcontractor participation requirement of 13% for this Contract, and MCA committed to 18.82% LBE subcontractor participation; and

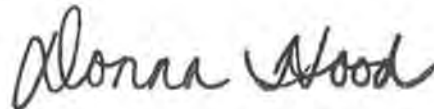
WHEREAS, This professional services contract does not fall within the definition of a "project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378 because work under the contract will consist of design and support services only, and no support during Start-up, Construction and Closeout services will be initiated under this contract until CEQA review is complete and until this Commission has reviewed and considered the CEQA determination and has approved the project, and approval of individual task orders under this contract for activities such as geotechnical investigations would require compliance with CEQA prior to initiation of ground-disturbing activities; and

WHEREAS, Award of this professional services contract is not an approval of any proposed project and SFPUC retains discretion to, among other things, modify the proposed project to mitigate significant environmental impacts, require the implementation of specific measures to mitigate any significant environmental impacts of the project, or cancel the project, following completion of the environmental review; and

WHEREAS, The firm being awarded an contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within two weeks of the date of the Commission award; failure of the proposer to obtain compliance certification from CMD may, in the General Manager's sole discretion, result in rescission of the award by this Commission; now, therefore, be it

RESOLVED, That this Commission hereby awards Contract No. PRO.0264, New CDD Headquarters at 2000 Marin, to provide architectural, engineering, and consulting services to design new facilities for the Water Enterprise CDD at 2000 Marin Street, San Francisco, to Mark Cavagnero Associates, for an amount not-to-exceed \$27,800,000 and with a duration of five years, subject to the Board of Supervisors' approval under San Francisco Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of January 10, 2023.

A handwritten signature in black ink that reads "Alonna Wood". The signature is written in a cursive, flowing style.

Secretary, Public Utilities Commission

From: [Hsieh, Frances \(BOS\)](#)
To: [Jalipa, Brent \(BOS\)](#)
Subject: FW: 2000 Marin Street, item #6 at Budget/Finance tomorrow
Date: Tuesday, February 28, 2023 4:38:24 PM

Support letter for the file for 230042.

From: Tony Kelly <tony@bvhpadvocates.org>
Sent: Tuesday, February 28, 2023 3:34 PM
To: Hsieh, Frances (BOS) <frances.hsieh@sfgov.org>
Cc: Chan, Connie (BOS) <connie.chan@sfgov.org>; Connie Chan <connie.s.m.chan@gmail.com>; J. Michelle Pierce <jpierce@bvhpadvocates.org>
Subject: 2000 Marin Street, item #6 at Budget/Finance tomorrow

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Frances (and Connie!) -

Hope you are all well enough as the City pretends that the public health crisis is over.

I just wanted to send a brief supportive word about the PUC Design Professional Services Agreement with Mark Cavagnero Associates for 2000 Marin Street, up at tomorrow's Budget and Finance Committee hearing at 10 am (#6 on the agenda). I see in the committee packet that the Budget and Legislative Analyst has recommended approval, and it would be hard to argue that it should go out to bid for a fourth time!

But I'll also add that

- 1) 2000 Marin Street is just up the street from our organization's office and warehouse locations at the SF Wholesale Produce Market, and the large site is definitely ready for a sustainable long term public use; and
- 2) As part of their proposal, Cavagnero Associates has included a substantial amount of pro-bono design work to renovate our organization's office and assist in the site location and design of a community-owned grocery store cooperative, as part of their Social Impact Partnership agreement with the PUC. It is of course your committee's and the Board's decision about the proposal and project as a whole, as you wish. But in the event the proposal is passed, we would definitely look forward to these important donated services to support our fast-growing organization and the opportunities we provide for employment, economic and workforce development, food sovereignty, and environmental justice in Bayview-Hunters Point.

Happy to discuss this or any issue in more depth if you wish.

Thank you for your consideration!

Tony Kelly
Development Director

Bayview Hunters Point Community Advocates

tony@bvhpadvocates.org

(415) 283-6607



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230042

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

| | |
|---|---|
| TYPE OF FILING | DATE OF ORIGINAL FILING (for amendment only) |
| Original | |
| AMENDMENT DESCRIPTION – Explain reason for amendment | |
| | |

2. CITY ELECTIVE OFFICE OR BOARD

| | |
|------------------------|--------------------------------------|
| OFFICE OR BOARD | NAME OF CITY ELECTIVE OFFICER |
| Board of Supervisors | Members |

3. FILER'S CONTACT

| | |
|----------------------------------|--------------------------------|
| NAME OF FILER'S CONTACT | TELEPHONE NUMBER |
| Angela Calvillo | 415-554-5184 |
| FULL DEPARTMENT NAME | EMAIL |
| office of the clerk of the Board | Board.of.Supervisors@sfgov.org |

4. CONTRACTING DEPARTMENT CONTACT

| | |
|-------------------------------------|--|
| NAME OF DEPARTMENTAL CONTACT | DEPARTMENT CONTACT TELEPHONE NUMBER |
| Melissa Ng | 415-636-0381 |
| FULL DEPARTMENT NAME | DEPARTMENT CONTACT EMAIL |
| PUC Contract Administration Bureau | MNg@sfgwater.org |

| 5. CONTRACTOR | |
|--|---|
| NAME OF CONTRACTOR Mark Cavagnero Associates (MCA) | TELEPHONE NUMBER 415.398.6944 |
| STREET ADDRESS (including City, State and Zip Code) 1045 Sansome Street, Suite 200 San Francisco, CA 94111 | EMAIL |

| 6. CONTRACT | | |
|---|--------------------------------|--|
| DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) | ORIGINAL BID/RFP NUMBER | FILE NUMBER (If applicable) 230042 |
| DESCRIPTION OF AMOUNT OF CONTRACT \$27,800,000 | | |
| NATURE OF THE CONTRACT (Please describe) The City seeks to retain the services of a qualified Proposer to provide architectural and engineering design services for the construction of new facilities for the Water Enterprise's City Distribution Division ("CDD") at 2000 Marin Street, San Francisco. The Contractor will be responsible for the design of all buildings and site improvements, except landscaping. | | |

| 7. COMMENTS |
|-------------|
| |

| 8. CONTRACT APPROVAL | |
|-------------------------------------|--|
| This contract was approved by: | |
| <input type="checkbox"/> | THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM |
| <input checked="" type="checkbox"/> | A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors |
| <input type="checkbox"/> | THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS |

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|-------------------------|
| 1 | Cavagnero/MCA | Mark | Other Principal Officer |
| 2 | Kiang/MCA | Kang | Other Principal Officer |
| 3 | Fung/MCA | John | Other Principal Officer |
| 4 | Joo/MCA | Brandon | Other Principal Officer |
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|----|--------------------------------|------------|------|
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

| # | LAST NAME/ENTITY/SUBCONTRACTOR | FIRST NAME | TYPE |
|--------------------------|---|------------|------|
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| 42 | | | |
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| 44 | | | |
| 45 | | | |
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| 50 | | | |
| <input type="checkbox"/> | Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type. | | |

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|---|---------------------------|
| <p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p> | <p>DATE SIGNED</p> |
|---|---------------------------|

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: January 13, 2023

SUBJECT: [Design Professional Services Agreement - Mark Cavagnero Associates - Water Enterprise City Distribution Division Facilities - 2000 Marin Street - \$27,800,000]

Please see attached proposed Resolution approving the Design Professional Services Agreement, Contract No. PRO.0264, with Mark Cavagnero Associates to provide architectural, engineering, and consulting services to design the new San Francisco Public Utilities Commission Water Enterprise City Distribution Division facilities at 2000 Marin Street for a total cost not to exceed \$27,800,000 with a term of five years, from March 1, 2023, to February 28, 2028, subject to Board of Supervisors' approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Board of Supervisors Resolution (Word Doc Version)
- RFP and Attachments (PDF)
- SFPUC Resolution No. 23-113 (PDF)
- Draft Agreement (PDF)
- Form 126 (PDF)

Please contact Jeremy Spitz at jspitz@sfwater.org if you need any additional information on these items.

London N. Breed
Mayor

Newsha Ajami
President

Sophie Maxwell
Vice President

Tim Paulson
Commissioner

Tony Rivera
Commissioner

Kate Stacy
Commissioner

Dennis J. Herrera
General Manager