

City and County of San Francisco

Request for Proposals for

PUBLIC TOILET AND KIOSK AGREEMENT



RFP Issued:

October 13, 2015 (Revised Dec. 4, 2015)

Pre-proposal Conference:

October 26, 2015 at 1:00 p.m.

Deadline for Submission:

December 16, 2015 by 4:00 p.m.

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General terms used in this Request for Proposals (“RFP”) are defined as follows:

Proposer refers to any contractor or firm interested in a contract for services under this RFQ.

Contract Monitoring Division (CMD) refers to the oversight agency for the Local Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code

Response refers to timely bids submitted for this RFP.

PSK refers to Public Service Kiosks installed in the public right-of-way.

PT refers to Public Toilets installed in the public right-of-way.

Firm refers to any business, sole proprietorship, partnership, or corporation.

MAG refers to a Minimum Annual Guaranteed base amount paid to the City by the Proposer each year during the term of the contract.

Dismounted refers to existing toilets and/or kiosks temporarily removed or disabled due to construction

REQUEST FOR PROPOSALS (RFP) FOR PUBLIC TOILET AND KIOSK AGREEMENT

I. INTRODUCTION

The City and County of San Francisco (City), acting through San Francisco Public Works (Public Works), invites all qualified firms (Proposers) to submit Proposals for a Public Toilet and Public Service Kiosk Agreement (Agreement) for the installation, operation, and maintenance of public toilets (“PT”) and public service kiosks (“PSK”) on public property.

The City intends to award one or more contract(s) with an original term of ten (10) years. In addition, the City shall have two (2) options to extend the term for a period of five (5) years each, which the City may exercise in its sole, absolute discretion. At the end of the contract term the City, upon review of the existing PTs and PSKs, may request the transfer of ownership of the infrastructure to the successor Proposer. However, the City may request removal of each PT or PSK and restoration of the public right-of-way by the Proposer at Proposer’s cost.

The Proposer shall agree to provide staffed Public Toilets and Public Service Kiosks in exchange for the right to occupy and use public property and the right to place advertising on Public Toilets and Public Service Kiosks. A Public Toilet is a free standing enclosure containing a toilet, display advertising, and available for use by the general public. A Public Service Kiosk (PSK) means a free standing kiosk which can display advertising, and may provide access to public services such as public art, a newsstand, display of map or local information, telephone booth, recycling bin, Automatic Teller Machine (ATM), vending machine, interactive video system, internet, broadcast, or other service authorized by the City. The successful Proposer will be responsible for staffing, designing, obtaining approvals for and constructing PTs and PSKs, relocating them as necessary, and maintaining as stated in this RFP.

II. TENTATIVE SCHEDULE

The tentative schedule for this contract is listed below. Public Works reserves the right to change the schedule at any time.

Advertise RFP	October 13, 2015
Pre-Proposal Conference	October 26, 2015
Last Day for Submission of Written Questions	December 7, 2015
Proposals Due	December 16, 2015
Oral Interviews	Week of January 7, 2016
Negotiations with Selected Firm	January 2016
Finalize Contract	February/March 2016

III. SCOPE OF SERVICES

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks the Proposer shall at minimum be responsible for providing:

A. Public Toilet and Public Service Kiosk Locations

1. Proposer will be required to design and install a minimum number of twenty-five (25) PTs and a minimum of one hundred and fourteen (114) PSKs at the existing locations. A list of the existing PT and PSK locations is included in Appendix 4. Proposer will be required to install an additional 25 PTs at new locations to be determined by the City. In advance of installation, the City shall review each location drawing, inspect each site, and hold public hearings. Where any PT is required to be installed on Port property, Proposer shall submit location drawings to the Port's Chief Harbor Engineer, together with the appropriate encroachment permit fee, and the Port shall, as required or as necessary, review such drawings, conduct inspections and hold public hearings. Installation procedures and guidelines may be modified periodically by the City.
2. Proposer shall agree to provide PTs and PSKs, including all costs involved in the installation, maintenance, permits, and staffing in exchange for the right to occupy and use public property and the right to place advertising on PTs and PSKs.

B. Public Toilet and Public Service Kiosk Design

1. Proposer shall design new PTs and PSKs, each PT and PSK shall serve as a free public wifi "hotspot" for internet access. To the maximum extent possible, all components of the PTs and PSKs must be fabricated of high quality, durable and graffiti-resistant materials. Proposer shall provide in its design adequate illumination of the PTs and PSKs and their adjacent rights-of-way. The proposer shall be responsible for obtaining all regulatory permits required for the installation of the PTs and PSKs.
2. Each PT must be accessible to persons with disabilities and must contain a commode; a hand-washing station that provides warm soapy water followed by warm rinse water; toilet tissue and seat cover dispensers; and a paper-towel dispenser or air-drier. Heating, ventilation and lighting systems, including emergency lighting, must be provided. PTs must provide external indicators informing potential users of when the unit is being used, and when the unit is available for use. All PTs must provide smoke and fire alarm system linked to an automatic door-opening device. An emergency access portal, in addition to the user door, must be provided to allow access to the interior by police or other emergency services.
3. Designs shall comply with all applicable federal, state and local laws and regulations, including but not limited to: applicable provisions of the Uniform Fair Accessibility Standards (UFAS); the Americans with Disabilities Act, (ADA) (42 U.S.C. section 12101 et seq.); the Americans with Disabilities Act Accessibility Guidelines (See 28 CFR, Part

36); Title 24 of the California Code of Regulations, Part 2; the California State Accessibility Standards Interpretive Manuals. In the event of conflict between applicable laws and regulations, the more restrictive shall apply.

Proposer shall consider the following design elements:

Aesthetics

- Design should reflect San Francisco's national leadership in design quality.
- Strongly recommend contemporary design.
- Also consider creating unique font for San Francisco.
- Strongly recommend three-dimensional design to minimize a pure advertising character.
- Up to one interactive advertising screen per kiosk. No more than 2 digital panels per street side in 4 City blocks along a corridor should have a digital LED sign (one digital panel on each side of the street). Images should be static for a minimum of 8 seconds before they change. No animation allowed.
- Advertising panels should be static, not LEDs, in the majority of cases and include wayfinding.
- PT doors should open parallel to street, not toward primary pedestrian travel zone.
- Use of natural materials to implement concepts such as green roofs and other elements that integrate nature.
- Use of modular components that would be able to adapt to the varied neighborhoods of San Francisco.
- Use of Green technology, including durable building materials, recycled-content and sustainable building products, and renewable energy; see City Department of the Environment policies that are posted at www.sfenvironment.org.

C. Public Toilet and Public Service Kiosk Installation

1. Proposer shall install PTs and PSKs in locations specified in Appendix 4, in accordance with all applicable City Charter, Codes, Ordinances and regulations, and all state, local, and federal laws affecting installation, including but not limited to local and state planning, public works, electrical, plumbing and other applicable codes. Any contractors or subcontractors employed by Proposer shall be required to obtain all necessary permits, be licensed, insured, bonded, and have the City added as additional insured on their insurance as required by the City. After the installation or removal of any PT, Proposer shall at its own expense restore the public right-of-way immediately under and adjacent to the PT to its proper condition.
2. During the term of the Agreement, the City may direct Proposer to remove, replace, and relocate PSKs and/or PTs as necessary to accommodate changing needs or to address security concerns. The Proposer, at the request of the City, shall be required to remove PSKs or PTs which interfere with the construction, maintenance, or repair of public utilities, public works or public improvements, or which the City otherwise determines to be inappropriate at a particular location. At the request of the City, PTs so removed shall be reinstalled when construction, maintenance, or repairs are

completed, or shall be relocated to a site approved by the City. Up to five (5) removals or relocations of PSKs and PTs per year shall be performed at the sole expense of Proposer. Any additional removals beyond the five (5) per year shall be paid for by the City at the unit price as bid at the time of proposal.

D. Maintenance

1. Proposer shall clean all PTs at least daily and as frequently as needed or when requested to by the City, including removal of litter, cleanup of broken glass in and in vicinity of PT, and cordon off any hazardous or area or condition. Proposer shall remove graffiti and repaint within 24 hours of notification by the City, using custom colors, as needed. Proposer shall maintain video surveillance and other communications systems in a graffiti-free and working condition at all times.
2. Proposer shall provide portable garbage receptacles including but not limited to syringe disposal stations and dog waste containers. Proposer shall remove, empty, sterilize, and return receptacles for re-use during non-operating hours. Proposer is required to maintain all of their installed street furniture in a clean, graffiti-free, safe, and first-class condition. Proposer shall inspect each PT at least once per calendar day. Proposer shall steam clean the exteriors and surrounding areas within ten (10) feet of PTs as needed. The foregoing is a minimum standard, and Proposer acknowledges that multiple inspections and/or cleanings per day may be required, and such additional inspections and cleanings shall be performed by Proposer as directed by the City.
3. Replacement of damaged components must commence immediately upon notification to Proposer by the City, and be completed within 24 hours of notice. Damage includes nonfunctioning bulbs and/or light fixtures, vandalism, acts of God or of the public enemy, fires, floods, riots, strikes, civil disobedience, criminal acts of third parties, freight embargoes, and unusually severe weather. Damage and willful malicious destruction of a PT or any part thereof caused by a party other than Proposer or City shall be the responsibility of the Proposer. Proposer's assumption of risk is part of the consideration for this RFP.

E. Communications

1. Wi-Fi – Each PT and PSK with advertising on it must also support the provision of the City's Wi-Fi ("wireless fidelity", IEEE 802.11 a/b/g/n/ac and current standard) service. Proposers must explain either (a) how they will allow the City to use the PT and PSKs to install service or (b) how they would install WiFi equipment according to the City's specification.
2. Public Information—Proposers must provide the City an opportunity to display information and, in the event of an emergency, to override advertising.
3. Interactive Features—Proposers are encouraged to include interactive features, such as touch screens, that would facilitate wayfinding and remote transactions with the City and other business transactions. One interactive screen per kiosk, & no more than 2 digital panels per street side in 4 City blocks along a corridor should have a digital LED

sign (one digital panel on each side of the street). Images should be static for a minimum of 8 seconds before they change. No animation allowed.

4. Additional Telecommunications Related Features--Proposers are encouraged to include additional telecommunication related services in their proposals. These services may include cell phone charging stations, options for users who are deaf or hearing impaired, and any other service. (Providers may use the PT and PSKs to provide for cellular voice and data service providers as long as it acts as a neutral host that can accommodate licensed carriers. Revenues generated by this service will be considered.)
5. Flexibility--Proposers are also encouraged to design the PT and PSKs in a way that allows components to be added in the future and existing components to be replaced. This flexibility would allow new technology to be incorporated into PT and PSKs during the term of the contract, which will include an approval process for additions.

F. Monitoring Services and Operations

1. Proposer will staff PTs during hours of operation. At least 50% of the total number of toilets shall be staffed for 12 hours per day with a minimum of 1 staff person per toilet. Staffing can be in rotating shifts. The allotted time per customer at a PT should be approximately 5 minutes per use. Additional staff can move around to the remaining 50% of the toilets as needed. The City will determine the locations that are to be staffed regularly. PTs will remain securely locked during non-operating hours to prevent unauthorized entry, acts of vandalism, and criminal activity. Proposer will specify proposed hours of operation in the RFP response; operating hours are subject to review/approval by the City. The exterior of the PTs shall be illuminated after dusk to minimize illicit activity in the immediate area.
2. Relocating PTs and PSKs as necessary is at the discretion of the City. In addition, the City may elect to negotiate additional options including relocating or moving PTs & PSKs to other locations for various reasons beyond the five (5) per year, or adding other design features or services as suggested by the City or the Proposer.
3. The Proposer must create and maintain an Internet-based Inventory, Maintenance and Complaint Database System and must log in this system all required data on PT and PSK inventory, maintenance activities, and condition complaints and reports. This database must also provide current permit information, a list of locations and map of all street furniture installed by Proposer and be accessible to the City electronically.

G. Advertising

1. The Proposer may use PSKs and PTs for general advertising as negotiated in the contract. There shall not be any increase in the amount of advertising on PSKs and PTs from existing amounts consistent with the Planning Code Section 611, and voter-passed Propositions G (2002) and E (2009). All general advertising signs shall be compliant with all applicable codes and requirements.

H. Revenue Proposal

1. All Proposers must propose a Minimum Annual Guarantee (MAG) amount and a percentage of gross advertising revenues to be paid each contract year during the term of the contract to the City. Any proposal that does not propose a MAG will be deemed non-responsive. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.
2. Proposer will be subject to liquidated damages for non-compliance with contract requirements as negotiated. This scope of work is a general guide and is not intended to be a complete list of all work required under the contract.

IV. FORMAT

Proposals shall be clear, concise and complete. Partial or complete omission of any required element of the proposal will disqualify the proposal as non-responsive. The proposal shall total no more than 20 pages, double-sided. All pages shall be 8-1/2" x 11", minimum size 10 font, unless otherwise noted in this RFP. Documents requested in subsections along with team members' references, resumes and other reference materials shall be placed in an appendix and will not be counted as part of the 20-page limit. Proposers shall place PSK and PT designs and photos in a separate appendix. Design documents may not exceed 11" x 14". All documents submitted shall be bound in a binder with each section separated by tabbed dividers. Tabbed dividers shall be used to separate distinct documents attached as appendices. One original and 9 copies of each proposal must be included with each submittal. All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein. Two digital copies of the proposal should be submitted on USB sticks.

A. Content

Firms interested in responding to this RFP must submit the following information:

1. Introduction and Executive Summary--submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.
2. Experience and Qualifications--Provide the full name, address, and phone number phone number of the contact person at the prime firm, and any subcontractors of the contractor's team. For all firms named in the proposal, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names), and the number of years of experience managing the construction and maintenance of street furniture and the sale and display of advertising services, or the work for which the firm is listed in the proposal. Include a description of the qualifications and experience, especially as they relate to the services sought in this RFP.
3. For the prime Proposer, list all contracts you have had during the last three years for services similar to those described in this RFP. For each contract, identify the agency,

provide the names of individuals and telephone numbers of contacts at the agency, specify the term (years) of the contract, and the type of services provided under the contract. These agencies may be contacted as business references.

4. For the prime Proposer and key subcontractors (if applicable), name the key personnel who will have responsibilities for the services proposed. Identify the individual who will be the Public Works single point of contact for this project and who will direct, coordinate, and control the contract (Contract Manager). Also designate a separate Operations/Maintenance Manager. For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with your firm, and years of experience in their assigned area of this project. Include a written assurance that the key individuals listed performing the work will not be substituted with other personnel or reassigned to another project without the City's prior approval.
5. Attach brief resumes of key personnel assigned to this project for each firm listed.
6. Specify whether the Proposer (or any predecessor in interest) and if a joint venture, its members, or if a partnership, its general partners has/have been involved in any litigation involving any contract for street furniture advertising or maintenance services. Describe the nature of the litigation, the parties and the outcome (judgment, settlement, etc.).

Specify whether a public agency or municipality has ever terminated the Proposer (or any predecessor in interest) and if a joint venture, its members, or if a partnership, its general partners from any contract for street furniture advertising or maintenance services. State the terminating agency, the date of the contract and termination, and describe the nature of such termination (for cause, for convenience).

B. Organization and Management Approach

1. Provide an organization chart naming all key personnel participating in the project. Identify the Contract Manager, the Operations/Maintenance Manager, the Sales Manager, and the Chief Financial Officer. Describe how each of these personnel will be managed and staffed. Identify the relationships between the prime Proposer and its subcontractors (if applicable). Describe how the proposed organization will optimally provide the services requested in the RFP.
2. Present a work plan for addressing the requirements of this contract, including:
Installation of PTs and PSKs;
Maintenance and repair of PTs, kiosks, and advertising displays. Creation and maintenance of an Internet-based Inventory, Maintenance and Complaint Database System is required.
3. Present a 52-week annual maintenance plan, including:
 - Schedule of inspections for structural integrity (footing, seams, welds, loose bolts, bent/broken frame, leaning structure), and other maintenance and repair issues (e.g., roof leaks, light bulbs, etched/broken glass, malfunctioning toilets).
 - Cleaning schedule and routine, including graffiti removal and removal of paint, markers, stickers, unauthorized posters, restocking toilet paper, air freshener, soap, paper towels, seat covers, dog waster bags, etc.

- Plan for minimizing use of maintenance products that contain hazardous materials and maximizing the use of green cleaning products as specified by the Green Building council LEED standard EQc3.4 or other verifiable standard.
 - Present details of how your firm will staff and manage a quality assurance and control program, including oversight of subcontractors and vendors.
 - A time line showing elapsed time for advertisement posting, installation, inspection, removal.
4. Commitment to local hiring: Public Works may require each Proposer, including subcontractors, to hire a percentage of local residents, minorities and women for its workforce as negotiated in the contract. Public Works also requests copies of the Proposer's and sub-contractors policies and procedures regarding any non-discrimination or equal employment opportunity plans that Proposers have in place. Additionally, Public Works encourages Proposers to submit proposals that make maximum utilization of local service agencies and suppliers that are small businesses, including minorities, women and disadvantaged businesses, in the performance of work under the contract.

C. Design of PTs and PSKs

Submit proposed PTs and PSKs designs incorporating the design elements listed in the Section III Scope of Services above. Submit photos or renderings of PTs and PSKs designed for other public agencies, including those designed for areas with narrow sidewalks, hills, or other areas of unusual topography or site restrictions.

D. Communications

Submit your proposal for supporting communication, including:

1. Proposal for accommodating municipal WiFi.
2. Proposal for providing public information.
3. Proposal for interactive features, including remote City services.
4. Describe how CMRS will be accommodated, if applicable.
5. Phone charging stations.

E. Compensation Proposal

All Proposers must propose the Minimum Annual Guarantee (MAG) amount and a percentage of gross revenues as listed in the SCOPE OF SERVICES above. All Proposers must complete the proposal summary cost table form found in Appendix 2.

F. Other Required Documents and Forms (Refer to Appendix 5)

1. In addition to the requirements on the content of the proposal discussed above, firms to be considered for this contract must submit the following as part of the appendices to their proposals. Both the prime Proposer and subcontractors (if applicable) must submit items listed below:

- Business Tax Declaration
- San Francisco Administrative Code Chapter 12B Compliance Certification Form
- Health Care Accountability Ordinance Form

V. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by **4:00 p.m. on December 16, 2015**. Postmarks will not qualify as delivery and Proposals submitted by fax or in electronic format will not be accepted. Late submissions will not be considered. Proposals may be delivered or mailed to:

San Francisco Public Works
 Contract Administration Division
 1155 Market St 4th Floor
 San Francisco, CA 94103
 Attention: Stacey Camillo

Proposer must submit one (1) Original and nine (9) Hard copies and two (2) digital copies on USB sticks of the proposal in a sealed envelope clearly marked "PUBLIC TOILET AND KIOSK AGREEMENT" to the above location.

VI. EVALUATION AND SELECTION PROCESS

A. Minimum Qualifications

Responsive proposals must document the Proposer's compliance with the following minimum qualifications:

Proposer, its key management team, and each of its subcontractors (if applicable) must have at least three years verifiable experience in selling, advertising, building and maintaining street furniture in major metropolitan markets. Proposer must have had a corporate net worth of at least \$50,000,000 for the last three years.

The Proposer must demonstrate its financial stability by submitting the following:

1. A written commitment to provide a letter of credit in the amount of two million dollars (\$2,000,000).
2. Three bank references that will validate the prime firm's financial responsibility, including the name and phone number of a bank officer familiar with the firm's account.
3. Copies of financial statements from the last three years, with profit and loss statements broken down in detail for major media markets in the United States; and
4. A written commitment to provide a performance bond of five million dollars (\$5,000,000) for the installation of the PSKs and PTs.

B. Selection Process

1. Bid Completeness Screening: Proposals that do not meet minimum submittal or content requirements of this RFP, or take exceptions to the RFP requirements, may be rejected.
2. Revenue Screening: The revenue criterion will constitute 65% of the overall evaluation.
3. Non-Cost Screening: The non-cost criterion will constitute 35% of the overall evaluation, and will be determined based on the written material submitted.

C. Bid Award

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within seven (7) days of the date of the DPW authorization to execute the Agreement may result in the Director's executing an Agreement with the next highest ranked Proposer. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

An Evaluation Committee will evaluate the proposals, using the Evaluation Criteria outlined in this RFP. All Proposers will be invited to make a presentation and participate in an oral interview that will include detailed discussions of the various elements of their proposals. Public Works will provide directions on presentation materials and information for the oral interview. Individuals who will actually be assigned to the project shall make presentations at the oral interview. Firms may be required to submit additional information to clarify their proposals prior to or at the interview.

Public Works intends to negotiate a contract with the Proposer/s with the highest total score. If Public Works is unable to negotiate a contract with the highest-ranked Proposer in a reasonable time, Public Works in its sole discretion may terminate negotiations with the highest-ranked Proposer and begin contract negotiations with the next highest-ranked Proposer. The final Agreement will be subject to approval be approved by Public Works, Port Commission, other relevant agencies, and the San Francisco Board of Supervisors.

Public Works reserves the right to not negotiate with firms and to select the highest-ranked Proposer and its proposal as submitted.

The evaluation process will consist of the following phases: *Initial Screening*, *Written Proposal Evaluation*, and *Oral Interviews*.

Initial Screening: All submittals will be reviewed for initial determination on responsiveness and responsibility. Elements reviewed during the initial screening include, without limitation, proposal completeness, compliance with minimum essential qualifications, and verification of references. Proposals found to be responsive and submitted by responsible Proposers based upon the initial screening shall proceed to the Written Proposal Evaluation process, as described below.

Written Proposal Evaluation: The proposals will be evaluated by a Evaluation Committee comprised of City representatives, parties with expertise in civic design, and public facilities

maintenance. The Evaluation Committee may also include representatives of other agencies, persons with expertise in the technical aspects of PT and PSK designs, and persons knowledgeable about advertising. The City intends to evaluate the proposals generally in accordance with the criteria listed below.

The Evaluation Committee will review and score written proposals using the following point scale:

Evaluation Criteria	Total Points
Revenue Proposal	65
Organization and Management Approach	5
Maintenance and Monitoring Plan	10
Design	10
Communications	5
Oral Interview	5
TOTAL	100

Formula for Revenue Proposal 65 Points

(55 Points for Minimum Annual Guarantee + 10 Points for Percentage of annual gross advertising revenue):

Minimum Annual Guarantee: 55 Points

Highest MAG = A

Formula for each Firm's Score = $B/A * 55$

Each Firm's MAG = B

Sample:

Firm X = \$1M (highest) = $1,000,000/1,000,000 * 55 = 55$ points

Firm Y = \$925,000 = $925,000/1,000,000 * 55 = 50.875$ ~~60.43~~ points

Firm Z = \$880,000 = $880,000/1,000,000 * 55 = 48.4$ ~~47.20~~ points

Percentage of annual gross advertising revenues: 10 Points

Percentage of annual gross advertising revenues paid to the City by the Proposer each contract year during the term of the contract. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.

All firms will be interviewed by the Committee to make the final selection.

Oral Interviews

1. The interview process will consist of a presentation followed by standardized interview questions from the Evaluation Committee, and may include follow up questions if clarification of a Proposer's response is necessary.

2. The presentation shall demonstrate the components and other features of your proposed designs, including maintainability, durability, and adaptability to City topographical and other conditions.
3. The Evaluation Committee will proceed to evaluate each firm independently based on each of the firm's presentation and responses to the Evaluation Committee's questions.
4. The oral interview room may provide overhead projection equipment.

VII. CONTRACT AWARD

Public Works staff will commence contract negotiations with the highest-ranked Proposer. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, including compensation, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time Public Works, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

No proposal may be accepted and no contract may be awarded until such time as the Public Works Director recommends the Agreement for award and the final contract must also be approved by the Port Commission, other relevant agencies, and the San Francisco Board of Supervisors.

VIII. ERRORS AND OMISSIONS IN RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify Public Works, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to Public Works promptly after discovery, but in no event later than 10 calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Severability: If any provisions of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposer will be construed as enforced as if the RFP did not contain the particular provision held to be invalid.

IX. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on October 26, 2015 in the conference room at 1155 Market, 3rd Floor, from 1 P.M. – 3:00 PM, to discuss the requirements of the contract and to take questions concerning the RFP. All prospective Proposers are urged to attend this conference. A written list of attendees will be available at the end of the meeting.

X. QUESTIONS

Questions regarding this RFP should be addressed in writing to toiletandkioskrfp@sfdpw.org

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and

received a copy of the RFP from Public Works. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted 7 business days before the RFP due date.

XI. OBJECTIONS TO RFP TERMS

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to Public Works setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

XII. ADDENDA TO RFP

Public Works may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with Public Works as having received a copy of the RFP. Public Works will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by Public Works prior to the proposal due date, regardless of when the proposal is submitted. Therefore, Public Works recommends that prior to submitting a proposal, Proposers call Public Works to determine if the Proposer has received all addenda.

XIII. REVISIONS TO PROPOSAL

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

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

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

XIV. TERM OF PROPOSAL

Submission of a proposal signifies that the Proposer's proposal remains open for one year from the proposal due date and that the proposal is genuine and not the result of collusion or any other anti-competitive activity.

XV. ERRORS AND OMISSIONS IN PROPOSAL

Failure by Public Works 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 contract awarded pursuant to the RFP.

XVI. FINANCIAL RESPONSIBILITY

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

XVII. CONTRACT REQUIREMENTS

Please see Appendix 6.

XVIII. FORM OF CONTRACT

The successful Proposer will be required to enter into a contract with Public Works. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original firm selected for liquidated damages.

XIX. SAN FRANCISCO BUSINESS TAX CERTIFICATE

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since the work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. The Business Tax Declaration must be completed and submitted with the proposal.

XX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

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

B. Protest of Agreement Award

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

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

C. Delivery of Protests

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

San Francisco Public Works,
Contract Administration,
1155 Market Street 4th Floor,
San Francisco, California 94103
Attention: Stacey Camillo
RE: Public Toilet and Kiosk Agreement

XXI. RESOURCE CONSERVATION

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

XXII. COMMUNICATIONS PRIOR TO CONTRACT AWARD

It is Public Works policy that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from contractor or potential contractors seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by Public Works, and the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any Public Works staff member, other than a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by Public Works and the San Francisco Board of Supervisors. This prohibition does not apply to communications with Public Works staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of Public Works concerning a pending contract solicitation shall be distributed by Public Works to all its members and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential contractor contacts any Public Works staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by Public Works and the San Francisco Board of Supervisors, the Contractor or potential Contractor shall be disqualified from the selection process. However, a person who represents a Contractor or potential Contractor may contact City elected officials and may contact the Executive Director/CEO of Public Works if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any Public Works staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of Public Works and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Appendix1) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Contractor who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

XXIII. 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 Cher 12L of the San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Cher. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Cher 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Cher 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 Cher 12L or material misrepresentation in Proposer's Cher 12L submission shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

XXIV. RESERVATION 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:

- A. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- B. Reject any or all proposals;
- C. Reissue a Request for Proposals;
- D. 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;
- E. Procure any materials, equipment or services specified in this RFP by any other means; or
- F. Determine that no project will be pursued.

XXV. 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. Venue for all litigation relative to the formation, interpretation and performance of this RFP shall be in San Francisco.

XXVI. LOCAL BUSINESS ENTERPRISE (“LBE”) PROGRAM

Chapter 14B (Local Business Enterprise Program) does not apply to this projects; however, firms certified as “LBEs” proposers are strongly encouraged to participate in this project. Proposers are likewise strongly encouraged to seek out and include LBEs as part of their team.

XXVII. PREVAILING WAGE

All work performed for services including, but not limited to, installation, removal, relocation, and maintenance of Public Toilet and Kiosks are subject to payment of prevailing wages.

XXVIII. LOCAL HIRE

The PT and PSK installation portion of the scope of services is subject to the San Francisco Local Hiring Policy (Section 6.22(g) of the San Francisco Administrative Code). The policy shall apply to construction work on property owned by the City that is estimated to cost in excess of the Threshold Amount as set forth in Section 6.1, currently \$600,000. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

Currently, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The Policy does not limit contractor's or its subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

Failure of contractor and/or its subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject contractor to the consequences of noncompliance specified in Section 6.22(g)(7)(F) of the Administrative Code, including but not limited to the penalties

prescribed in Section 6.22(g)(7)(F)(ii). The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Administrative Code Section 6.22(g)(7)(F)(iv) for a description of the recourse procedure applicable to penalty assessments under the Policy.

XXIX. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City will select preferred proposer(s) and identify the actions and activities that would be necessary to develop the preferred proposal and thereby facilitate meaningful environmental review under the California Environmental Quality Act (“CEQA”). The City will undertake environmental review of the preferred proposal as components are better defined and will work with all interested parties, City staff, experts and the public to develop a thorough environmental analysis that will inform the design, development and operation of the proposal. Prior to approval of any project, all applicable environmental review requirements under CEQA must be completed. The successful proposer(s) will be required to bear the costs of such environmental review and any other regulatory approvals required for the City to enter an agreement and to grant any necessary land use entitlements. Prior to such approvals, the City must retain under CEQA the sole and absolute discretion to (i) make modifications or select alternatives to the proposal to mitigate any significant environmental impacts, or (ii) elect not to proceed with the proposal.

THIS SECTION INTENTIONALLY LEFT BLANK

APPENDIX 1

ATTESTATION OF COMPLIANCE

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: **STAFFED PUBLIC TOILET AND PUBLIC SERVICE KIOSK**

1. I attest that I and all members of the firm listed above will and have complied to date with all sections of the above RFP. Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of any sections of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date _____

APPENDIX 2

DEFINITIONS

Minimum Annual Guarantee	MAG as defined under the General Terms on page ii
Annual Percentage of Gross Revenues	Percentage of annual gross advertising revenues paid to the City by the proposer each contract year during the term of the contract. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.
Installation of 50 Public Toilets	Initial cost for installing 50 Public Toilets, complete system with accompanying assemblies, accessories & parts. Also includes connection to existing utilities such as power, water to make equipment ready for operation.
Per Unit cost for additional toilet	Same cost as above except for 1 toilet only
Installation of 114 Public Service Kiosks	Initial cost for installing 114 fully functioning Kiosks, complete system with accompanying assemblies, accessories & parts. Also includes connection to utilities as needed.
Relocation of additional toilets	Cost to relocate one fully installed toilet. Costs to include disconnecting utilities, restoring paving to original, moving toilet and connecting utilities at new location.

PROPOSAL SUMMARY TABLE

Minimum Annual Guarantee	\$
Annual Percentage of Gross Revenues	\$
Installation of 50 Public Toilets	\$
Per Unit cost for additional toilet	\$
Installation of 114 Public Service Kiosks	\$
Relocation of additional toilets	\$

APPENDIX 3

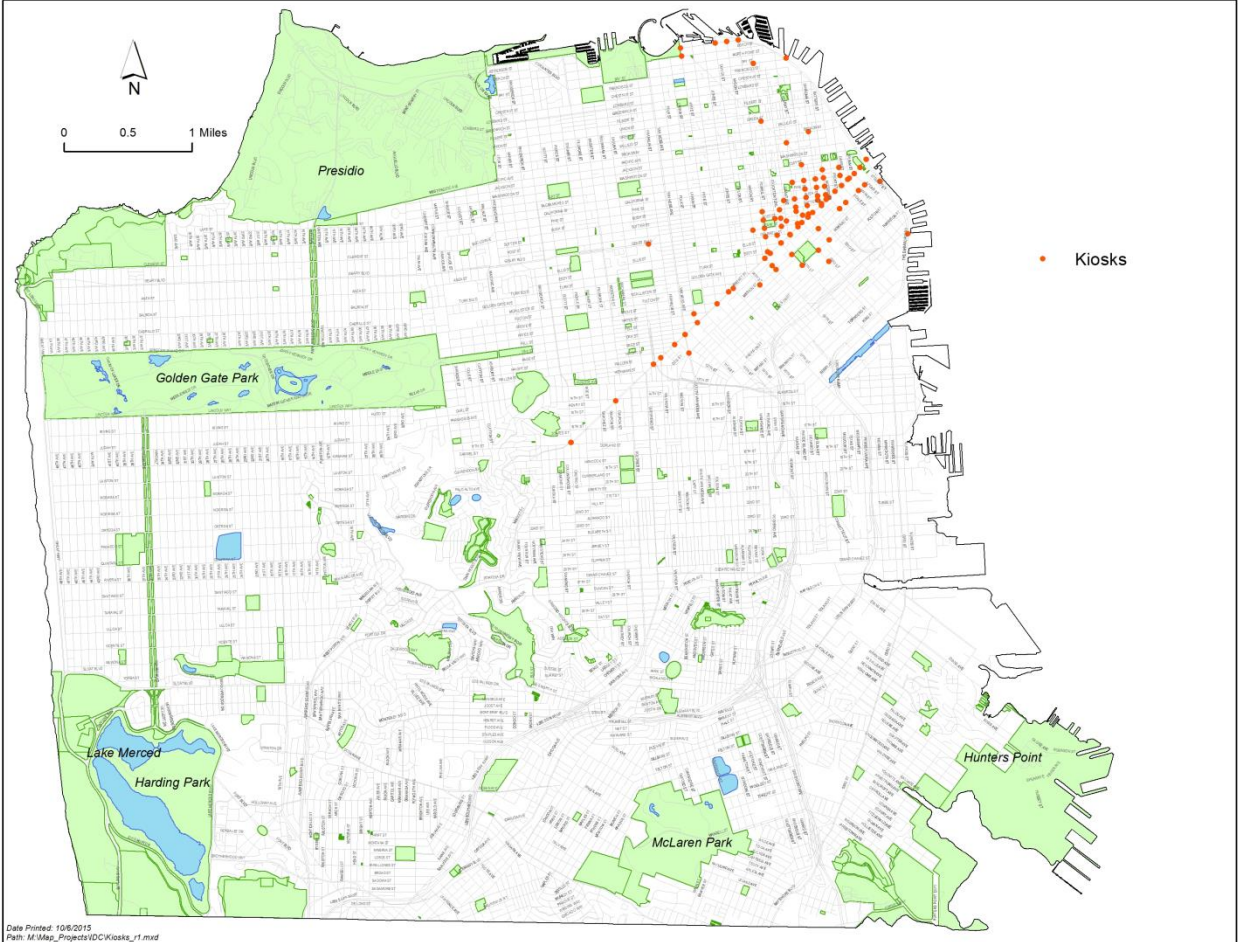
Existing PSK locations

SFO0001SF	BAY	EMBARCADERO
SFO0002SF	EMBARCADERO	FERRY BUILDING
SFO0003SF	MARKET	STEUART ST.
SFO0004SF	MARKET	SPEAR ST.
SFO0005SF	DRUMM STREET	MARKET
SFO0006SF	MARKET	MAIN STREET
SFO0007SF	MARKET	DAVIS STREET
SFO0008SF	MARKET	BEALE STREET
SFO0009SF	MARKET	PINE STREET
SFO0010SF	MARKET	FREMONT STREET
SFO0011SF	MARKET	FRONT STREET
SFO0012SF	CALIFORNIA	DAVIS STREET
SFO0013SF	CALIFORNIA	SANSOME STREET
SFO0014SF	SACRAMENTO STREET	BATTERY STREET
SFO0015SF	CALIFORNIA	BATTERY STREET
SFO0016SF	BATTERY STREET	BUSH STREET
SFO0017SF	MARKET	FIRST STREET
SFO0018SF	FIRST STREET	MISSION STREET
SFO0019SF	FIRST STREET	MISSION STREET DISMOUNTED
SFO0020SF	MARKET	BATTERY STREET
SFO0021SF	MARKET	1ST-2ND MID BLOCK
SFO0022SF	MARKET	2ND STREET
SFO0023SF	MARKET	SUTTER STREET
SFO0024SF	SANSOME STREET	BET. SUTTER and BUSH STREET
SFO0025SF	BUSH STREET	SANSOME STREET
SFO0026SF	PINE STREET	SANSOME STREET
SFO0027SF	CALIFORNIA	SANSOME STREET
SFO0028SF	SANSOME STREET	BROADWAY STREET
SFO0029SF	MONTGOMERY STREET	CLAY STREET
SFO0030SF	CALIFORNIA	MONTGOMERY STREET
SFO0031SF	MONTGOMERY STREET	PINE STREET
SFO0032SF	MONTGOMERY STREET	BUSH STREET
SFO0033SF	MARKET	MONTGOMERY STREET
SFO0034SF	MARKET	NEW MONTGOMERY STREET
SFO0035SF	MARKET	NEW MONTGOMERY STREET
SFO0036SF	MARKET	POST STREET
SFO0037SF	THIRD STREET	MARKET
SFO0038SF	HOWARD STREET	THIRD STREET
SFO0039SF	HOWARD STREET MID BLOCK	FOURTH STREET

SFO0040SF	MARKET	CASTRO
SFO0041SF	POST STREET	MID. KEARNY/MONTGOMERY ST.
SFO0042SF	KEARNY	SUTTER STREET DISMOUNTED
SFO0043SF	KEARNY	BUSH STREET
SFO0044SF	CALIFORNIA	KEARNY STREET
SFO0045SF	GREEN STREET	COLUMBUS AVENUE
SFO0046SF	GEARY	KEARNY STREET
SFO0047SF	MARKET	GEARY STREET
SFO0048SF	MARKET	GRANT AVENUE
SFO0049SF	MARKET	BET. 3RD-4TH
SFO0050SF	GRANT STREET	MAIDEN LANE
SFO0051SF	SUTTER STREET	MID GRANT/STOCKTON STREET
SFO0052SF	SUTTER STREET	MONTGOMERY STREET
SFO0053SF	STOCKTON STREET	POST STREET
SFO0054SF	GEARY	BET.STOCKTON /GRANT STREET
SFO0055SF	STOCKTON STREET	O'FARRELL STREET DISMOUNTED
SFO0056SF	STOCKTON STREET	ELLIS STREET DISMOUNTED
SFO0057SF	MARKET	STOCKTON STREET
SFO0058SF	MARKET	FOURTH STREET
SFO0059SF	FOURTH	MISSION STREET
SFO0060SF	MARKET	ELLIS STREET
SFO0061SF	MARKET	POWELL STREET
SFO0062SF	POWELL	EDDY STREET
SFO0063SF	O'FARRELL STREET	POWELL STREET
SFO0064SF	GEARY	POWELL STREET
SFO0065SF	POST STREET	STOCKTON STREET
SFO0066SF	POWELL	POST STREET
SFO0067SF	GEARY	MASON STREET
SFO0068SF	CYRIL MAGNIN STREET	MARKET
SFO0069SF	MARKET	FIFTH STREET
SFO0070SF	FIFTH STREET	JESSIE STREET
SFO0071SF	MISSION	FIFTH STREET
SFO0072SF	MARKET	SIXTH STREET
SFO0073SF	MARKET	SEVENTH AVENUE
SFO0074SF	MARKET STREET MID BLOCK	UN PLAZA
SFO0075SF	MARKET	GROVE STREET
SFO0076SF	POST STREET	BET. STOCKTON ST AND GRANT ST.
SFO0077SF	POLK STREET	FELL STREET
SFO0078SF	N. VAN NESS	MARKET
SFO0079SF	SPEAR STREET	MISSION STREET
SFO0080SF	SACRAMENTO STREET	DAVIS STREET

SFO0081SF	EMBARCADERO	POWELL STREET
SFO0082SF	JEFFERSON STREET	POWELL STREET
SFO0083SF	JEFFERSON STREET	MASON STREET
SFO0084SF	TAYLOR	JEFFERSON STREET
SFO0085SF	HYDE STREET	BEACH STREET
SFO0086SF	JEFFERSON STREET	HYDE STREET
SFO0087SF	GRANT STREET	BUSH STREET
SFO0088SF	BATTERY STREET	BUSH STREET
SFO0089SF	KEARNY	VERMEHR LANE
SFO0090SF	PINE STREET	BATTERY STREET
SFO0091SF	VAN NESS	MISSION
SFO0092SF	S. VAN NESS	MARKET
SFO0093SF	GEARY	GOUGH
SFO0094SF	MARKET	CASTRO
SFO0095SF	FOLSOM	THIRD
SFO0096SF	FOURTH	MISSION
SFO0097SF	MARKET	CASTRO
SFO0098SF	FOURTH	HOWARD
SFO0099SF	MARKET	FRANKLIN
SFO0100SF	NEW MONTGOMERY	MISSION
SFO0101SF	NEW MONTGOMERY	HOWARD
SFO0102SF	FREMONT	MISSION DISMOUNTED
SFO0103SF	BAY	STOCKTON
SFO0104SF	POWELL	SUTTER
SFO0105SF	HAYES	POLK
SFO0106SF	MARKET	VALENCIA
SFO0107SF	KEARNY	PACIFIC
SFO0108SF	CALIFORNIA	KEARNY
SFO0109SF	MISSION	MAIN
SFO0110SF	EMBARCADERO	BRYANT
SFO0111SF	EMBARCADERO	BTW HOWARD and MISSION
SFO0112SF	MARKET	OCTAVIA
SFO0113SF	EMBARCADERO	FERRY BUILDING
SFO0114SF	MARKET	CHURCH

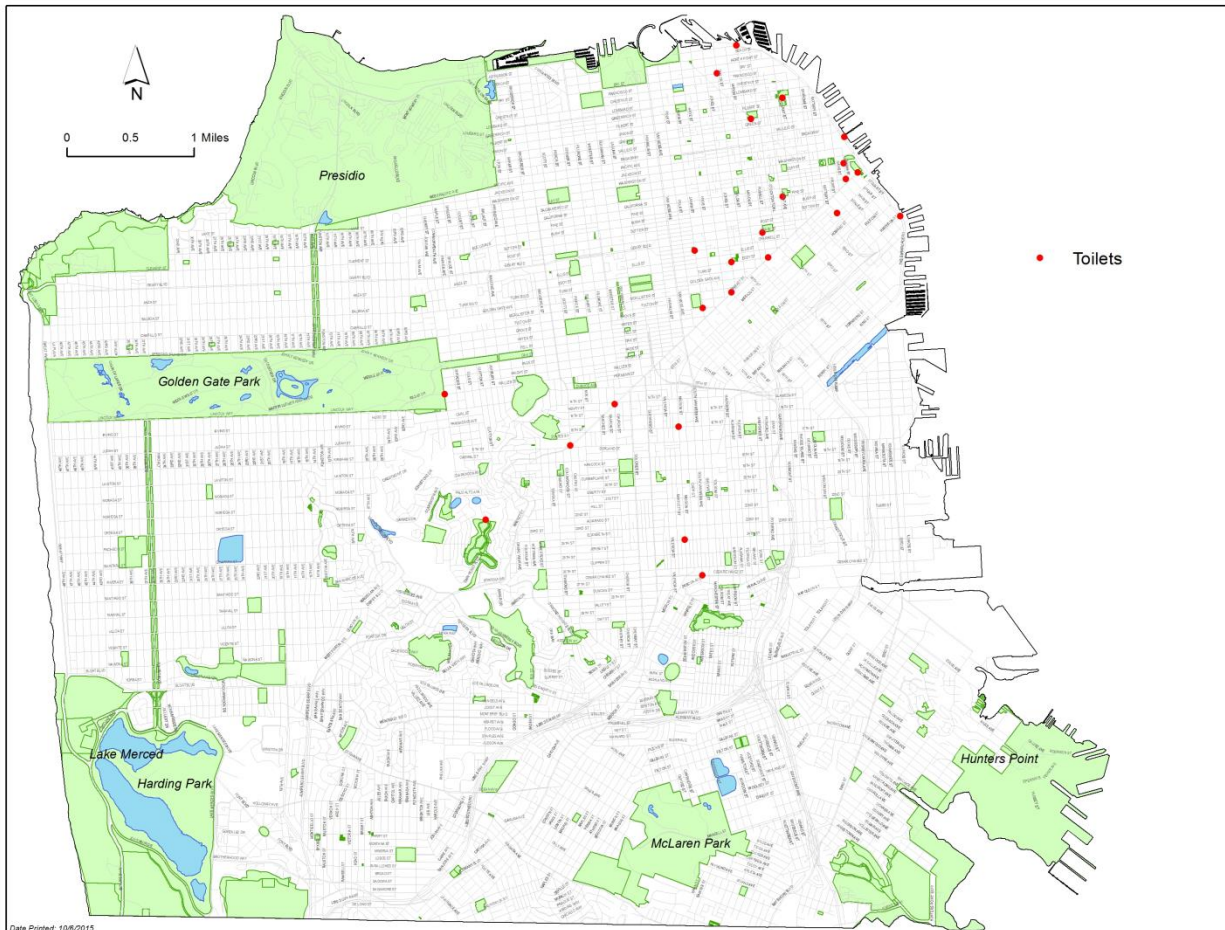
Map of existing PSK locations



Existing PT locations

Market & Powell	Mission & 16 th	Stanyan & Waller
Union & Columbus	Pine & Quincy	Union Square Garage
Market & Castro	Justin Herman Plaza	Twin Peaks
Market & Spear	Embarcadero & Harrison	South Van Ness & Cesar Chavez St
Taylor & Bay	Eddy & Jones	Market & Church Street
Market & 7 th	Larkin & Myrtle	Pioneer Park
1 st & Mission	Pier 7	Drumm & Clay
Grove & Larkin	Jefferson & Powell	
Mission & 24 th	Embarcadero & Powell	

Map of existing PT locations



APPENDIX 4

Contract Forms to be included with submittal:

- a. Standard Forms
 - Business Tax Declaration
 - San Francisco Administrative Code Chapter 12B Compliance Certification Form
- b. Health Care Accountability Ordinance Form

Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Contract Monitoring Division

CMD's homepage: <http://sfgsa.org/index.aspx?page=5365>
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

CHAPTER 12B COMPLIANCE CERTIFICATION

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

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

Proposer 's Name

Name and Title of Signer

Proposer 's Street Address

Proposer 's City, State, ZIP

Proposer 's Telephone No.

Signature of Proposer or Authorized Representative

Date

Note: The text chapter 12B of the San Francisco Administrative Code and Form HRC-12B-101 is available from the HRC, 25 Van Ness Avenue, Suite 800, San Francisco 94102-6033, telephone (415) 252-2500 and posted on the Web at <http://www.sfgov.org/site/sfhumanrights>. Proposers are advised to submit Form HRC-12B-101 and accompanying documentation to the HRC at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.

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



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-6237.

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

Declaration

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

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

Signature

Date

Print Name

City Vendor Number (if known)

Company Name

() _____
Phone

Federal Employer ID #

APPENDIX 5

Additional Contract Terms

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

2. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the

City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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

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

5. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

6. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

7. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

8. Requiring Health Benefits for Covered Employees.

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

9. First Source Hiring Program.

Incorporation of Administrative Code Provisions by Reference.

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

First Source Hiring Agreement.

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

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

Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes

nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

Set the term of the requirements.

Set appropriate enforcement and sanctioning standards consistent with this Chapter.

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

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

Hiring Decisions.

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

Exceptions.

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

Liquidated Damages.

Contractor agrees:

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

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

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

That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

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

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

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

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

That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the

San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

Subcontracts.

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

10. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

City and County of San Francisco

Request for Proposals for

PUBLIC TOILET AND KIOSK AGREEMENT



RFP Issued:	October 13, 2015 (<u>Revised Dec. 4, 2015</u>)
Pre-proposal Conference:	October 26, 2015 at 1:00 p.m.
Deadline for Submission:	December <u>16</u> , 2015 by 4:00 p.m.

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REQUEST FOR PROPOSALS FOR PUBLIC TOILET AND KIOSK AGREEMENT

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General terms used in this Request for Proposals (“RFP”) are defined as follows:

Proposer refers to any ~~respondent or contractor~~ or firm interested in awarded a contract for services under this RFQ.

Contract Monitoring Division (CMD) refers to the oversight agency for the Local Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code ~~(the former San Francisco Human Rights Commission).~~

~~Respondent refers to any firm or business entity that submits a timely response to this RFP. A Respondent may consist of a Prime Consultant or Prime Contractor who will serve as the prime contractor, if selected by the City for contract award, and any associated Sub-consultants.~~

Response refers to timely bids submitted for this RFP.

PSK refers to Public Service Kiosks installed in the public right-of-way.

PT refers to Public Toilets installed in the public right-of-way.

Firm refers to any business, sole proprietorship, partnership, or corporation.

~~Contractor refers to any respondent awarded a contract for services under this RFQ.~~

MAG refers to a Minimum Annual Guaranteed base amount paid to the City by the Proposer each year during the term of the contract.

Dismounted refers to existing toilets and/or kiosks temporarily removed or disabled due to construction

REQUEST FOR PROPOSALS (RFP) FOR PUBLIC TOILET AND KIOSK AGREEMENT

I. INTRODUCTION

The City and County of San Francisco (City), acting through San Francisco Public Works (Public Works), invites all qualified firms (Proposers) to submit Proposals for a Public Toilet and Public Service Kiosk Agreement (Agreement) for the installation, operation, and maintenance of public toilets (“PT”) and public service kiosks (“PSK”) on public property.

The City intends to award one or more contract(s) with an original term of ten (10) years. In addition, the City shall have two (2) options to extend the term for a period of five (5) years each, which the City may exercise in its sole, absolute discretion. At the end of the contract term the City, upon review of the existing PTs and PSKs, may request the transfer of ownership of the infrastructure to the successor Proposer. However, the City may request removal of each PT or PSK and restoration of the public right-of-way by the Proposer at Proposer’s cost.

The Proposer shall agree to provide staffed Public Toilets and Public Service Kiosks in exchange for the right to occupy and use public property and the right to place advertising on Public Toilets and Public Service Kiosks. A Public Toilet is a free standing enclosure containing a toilet, display advertising, and available for use by the general public. A Public Service Kiosk (PSK) means a free standing kiosk which can display advertising, and may provide access to public services such as public art, a newsstand, display of map or local information, telephone booth, recycling bin, Automatic Teller Machine (ATM), vending machine, interactive video system, internet, broadcast, or other service authorized by the City. The ~~successful Proposer~~~~contractor~~ will be responsible for staffing, designing, obtaining approvals for and constructing PTs and PSKs, relocating them as necessary, and maintaining as stated in this RFP.

II. TENTATIVE SCHEDULE

The tentative schedule for this contract is listed below. Public Works reserves the right to change the schedule at any time.

Advertise RFP	October 13, 2015
Pre-Proposal Conference	October 26, 2015
Last Day for Submission of Written Questions	December 7 November 25 , 2015
Proposals Due	December <u>16</u> , 2015
Oral Interviews Short-Listed Firms	_____ Week of
January 7, 2016 December 2015	
Negotiations with Selected Firm	January 2016 December 2015
Finalize Contract	February/March 2016
Port Commission Approval	December 2015
Recreation and Park Commission Approval	December 2015
Other relevant agency approval Art Commission/MTA	January 2016
Board of Supervisors Approval	February 2016

III. SCOPE OF SERVICES

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks the Proposer shall at minimum be responsible for providing:

A. Public Toilet and Public Service Kiosk Locations

1. Proposer will be required to design and install a minimum number of twenty-five (25) PTs and a minimum of one hundred and fourteen (114) PSKs at the existing locations. A list of the existing PT and PSK locations is included in Appendix 4. Proposer will be required to install an additional 25 PTs at new locations to be determined by the City. In advance of installation, the City shall review each location drawing, inspect each site, and hold public hearings. Where any PT is required to be installed on Port property, Proposer shall submit location drawings to the Port's Chief Harbor Engineer, together with the appropriate encroachment permit fee, and the Port shall, as required or as necessary, review such drawings, conduct inspections and hold public hearings. Installation procedures and guidelines may be modified periodically by the City.
2. ~~Contractor-Proposer~~ shall agree to provide PTs and PSKs, including all costs involved in the installation, maintenance, permits, and staffing in exchange for the right to occupy and use public property and the right to place advertising on PTs and PSKs.

B. Public Toilet and Public Service Kiosk Design

1. Proposer shall design new PTs and PSKs, each PT and PSK shall serve as a free public wifi "hotspot" for internet access. To the maximum extent possible, all components of the PTs and PSKs must be fabricated of high quality, durable and graffiti-resistant materials. Proposer shall provide in its design adequate illumination of the PTs and PSKs and their adjacent rights-of-way. The proposer shall be responsible for obtaining all regulatory permits required for the installation of the PTs and PSKs.
2. Each PT must be accessible to persons with disabilities and must contain a commode; a hand-washing station that provides warm soapy water followed by warm rinse water; toilet tissue and seat cover dispensers; and a paper-towel dispenser or air-drier. Heating, ventilation and lighting systems, including emergency lighting, must be provided. PTs must provide external indicators informing potential users of when the unit is being used, and when the unit is available for use. All PTs must provide smoke and fire alarm system linked to an automatic door-opening device. An emergency access portal, in addition to the user door, must be provided to allow access to the interior by police or other emergency services.
3. Designs shall comply with all applicable federal, state and local laws and regulations, including but not limited to: applicable provisions of the Uniform Fair Accessibility Standards (UFAS); the Americans with Disabilities Act, (ADA) (42 U.S.C. section 12101 et seq.); the Americans with Disabilities Act Accessibility Guidelines (See 28 CFR, Part

36); Title 24 of the California Code of Regulations, Part 2; the California State Accessibility Standards Interpretive Manuals. In the event of conflict between applicable laws and regulations, the more restrictive shall apply.

Proposer shall consider the following design elements:

Aesthetics

- Design should reflect San Francisco's national leadership in design quality.
- Strongly recommend contemporary design.
- Also consider creating unique font for San Francisco.
- Strongly recommend three-dimensional design to minimize a pure advertising character.
- Limit the number of Up to one interactive advertising screens per kiosk. No more than 2 digital panels per street side in 4 City blocks along a corridor should have a digital LED sign (one digital panel on each side of the street). Images should be static for a minimum of 8 seconds before they change. No animation allowed.
- Advertising panels should be static, not LEDs, in the majority of cases and include wayfinding.
- PT doors should open parallel to street, not toward primary pedestrian travel zone.
- Use of natural materials to implement concepts such as green roofs and other elements that integrate nature.
- Use of modular components that would be able to adapt to the varied neighborhoods of San Francisco.
- Use of Green technology, including durable building materials, recycled-content and sustainable building products, and renewable energy; see City Department of the Environment policies that are posted at www.sfenvironment.org.

C. Public Toilet and Public Service Kiosk Installation

1. Proposer shall install PTs and PSKs in locations specified in Appendix 4, in accordance with all applicable City Charter, Codes, Ordinances and regulations, and all state, local, and federal laws affecting installation, including but not limited to local and state planning, public works, electrical, plumbing and other applicable codes. Any contractors or subcontractors employed by Proposer shall be required to obtain all necessary permits, be licensed, insured, bonded, and have the City added as additional insured on their insurance as required by the City. After the installation or removal of any PT, Proposer shall at its own expense restore the public right-of-way immediately under and adjacent to the PT to its proper condition.
2. During the term of the Agreement, the City may direct Proposer to remove, replace, and relocate PSKs and/or PTs as necessary to accommodate changing needs or to address security concerns. The ~~Contractor~~Proposer, at the request of the City, shall be required to remove PSKs or PTs which interfere with the construction, maintenance, or repair of public utilities, public works or public improvements, or which the City otherwise determines to be inappropriate at a particular location. At the request of the City, PTs so removed shall be reinstalled when construction, maintenance, or repairs

are completed, or shall be relocated to a site approved by the City. Up to five (5) removals or relocations of PSKs and PTs per year shall be performed at the sole expense of ~~Contractor~~Proposer. Any additional removals beyond the five (5) per year shall be paid for by the City at the unit price as bid at the time of proposal.

D. Maintenance

1. Proposer shall clean all PTs at least daily and as frequently as needed or when requested to by the City, including removal of litter, cleanup of broken glass in and in vicinity of PT, and cordon off any hazardous or area or condition. Proposer shall remove graffiti and repaint within 24 hours of notification by the City, using custom colors, as needed. Proposer shall maintain video surveillance and other communications systems in a graffiti-free and working condition at all times.
2. Proposer shall provide portable garbage receptacles including but not limited to syringe disposal stations and dog waste containers. Proposer shall remove, empty, sterilize, and return receptacles for re-use during non-operating hours. Proposer is required to maintain all of their installed street furniture in a clean, graffiti-free, safe, and first-class condition. Proposer shall inspect each PT at least once per calendar day. Proposer shall steam clean the exteriors and surrounding areas within ten (10) feet of PTs as needed. The foregoing is a minimum standard, and Proposer acknowledges that multiple inspections and/or cleanings per day may be required, and such additional inspections and cleanings shall be performed by Proposer as directed by the City.
3. Replacement of damaged components must commence immediately upon notification to Proposer by the City, and be completed within 24 hours of notice. Damage includes nonfunctioning bulbs and/or light fixtures, vandalism, acts of God or of the public enemy, fires, floods, riots, strikes, civil disobedience, criminal acts of third parties, freight embargoes, and unusually severe weather. Damage and willful malicious destruction of a PT or any part thereof caused by a party other than Proposer or City shall be the responsibility of the Proposer. Proposer's assumption of risk is part of the consideration for this RFP.

E. Communications

1. Wi-Fi – Each PT and PSK with advertising on it must also support the provision of the City's Wi-Fi ("wireless fidelity", IEEE 802.11 a/b/g/n/ac and current standard) service. Proposers must explain either (a) how they will allow the City to use the PT and PSKs to install service or (b) how they would install WiFi equipment according to the City's specification.
2. Public Information—Proposers must provide the City an opportunity to display information and, in the event of an emergency, to override advertising.
3. Interactive Features—Proposers are encouraged to include interactive features, such as touch screens, that would facilitate wayfinding and remote transactions with the City and other business transactions. One interactive screen per kiosk, & no more than 2 digital panels per street side in 4 City blocks along a corridor should have a digital LED

sign (one digital panel on each side of the street). Images should be static for a minimum of 8 seconds before they change. No animation allowed.

4. Additional Telecommunications Related Features--Proposers are encouraged to include additional telecommunication related services in their proposals. These services may include cell phone charging stations, options for users who are deaf or hearing impaired, and any other service. (Providers may use the PT and PSKs to provide for cellular voice and data service providers as long as it acts as a neutral host that can accommodate licensed carriers. Revenues generated by this service will be considered.)
5. Flexibility--Proposers are also encouraged to design the PT and PSKs in a way that allows components to be added in the future and existing components to be replaced. This flexibility would allow new technology to be incorporated into PT and PSKs during the term of the contract, which will include an approval process for additions.

F. Monitoring Services and Operations

1. Proposer will staff PTs during hours of operation. At least 50% of the total number of toilets shall be staffed for 12 hours per day with a minimum of 1 staff person per toilet. Staffing can be in rotating shifts. The allotted time per customer at a PT should be approximately 5 minutes per use. Additional staff can move around to the remaining 50% of the toilets as needed. The City will determine the locations that are to be staffed regularly. PTs will remain securely locked during non-operating hours to prevent unauthorized entry, acts of vandalism, and criminal activity. Proposer will specify proposed hours of operation in the RFP response; operating hours are subject to review/approval by the City. The exterior of the PTs shall be illuminated after dusk to minimize illicit activity in the immediate area.
2. Relocating PTs and PSKs as necessary is at the discretion of the City. In addition, the City may elect to negotiate additional options including relocating or moving PTs & PSKs to other locations for various reasons beyond the five (5) per year, or adding other design features or services as suggested by the City or the Proposer.
3. The Proposer must create and maintain an Internet-based Inventory, Maintenance and Complaint Database System and must log in this system all required data on PT and PSK inventory, maintenance activities, and condition complaints and reports. This database must also provide current permit information, a list of locations and map of all street furniture installed by Proposer and be accessible to the City electronically.

G. Advertising

1. The Proposer may use PSKs and PTs for general advertising as negotiated in the contract. There shall not be any increase in the amount of advertising on PSKs and PTs from existing amounts consistent with the Planning Code ~~see-Section~~ 611, and voter-passed ~~propositions-Propositions~~ G (2002) and E (2009). All general advertising signs shall be compliant with all applicable codes and requirements.

H. Revenue Proposal

1. All Proposers must propose a Minimum Annual Guarantee (MAG) amount and a percentage of gross advertising revenues to be paid each contract year during the term of the contract to the City. Any proposal that does not propose a MAG will be deemed non-responsive. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.
2. Proposer will be subject to liquidated damages for non-compliance with contract requirements as negotiated. This scope of work is a general guide and is not intended to be a complete list of all work required under the contract.

IV. FORMAT

Proposals shall be clear, concise and complete. Partial or complete omission of any required element of the proposal will disqualify the proposal as non-responsive. The proposal shall total no more than 20 pages, double-sided. All pages shall be 8-1/2" x 11", minimum size 10 font, unless otherwise noted in this RFP. Documents requested in subsections along with team members' references, resumes and other reference materials shall be placed in an appendix and will not be counted as part of the 20-page limit. Proposers shall place PSK and PT designs and photos in a separate appendix. Design documents may not exceed 11" x 14". All documents submitted shall be bound in a binder with each section separated by tabbed dividers. Tabbed dividers shall be used to separate distinct documents attached as appendices. One original and 9 copies of each proposal must be included with each submittal. All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein. Two digital copies of the proposal should be submitted on USB sticks.

A. Content

Firms interested in responding to this RFP must submit the following information:

1. Introduction and Executive Summary--submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.
2. Experience and Qualifications--Provide the full name, address, and phone number phone number of the contact person at the prime firm, and any subcontractors of the contractor's team. For all firms named in the proposal, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names), and the number of years of experience managing the construction and maintenance of street furniture and the sale and display of advertising services, or the work for which the firm is listed in the proposal. Include a description of the qualifications and experience, especially as they relate to the services sought in this RFP.
3. For the prime Proposer, list all contracts you have had during the last three years for services similar to those described in this RFP. For each contract, identify the agency,

provide the names of individuals and telephone numbers of contacts at the agency, specify the term (years) of the contract, and the type of services provided under the contract. These agencies may be contacted as business references.

4. For the prime Proposer and key subcontractors (if applicable), name the key personnel who will have responsibilities for the services proposed. Identify the individual who will be the Public Works single point of contact for this project and who will direct, coordinate, and control the contract (Contract Manager). Also designate a separate Operations/Maintenance Manager. For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with your firm, and years of experience in their assigned area of this project. Include a written assurance that the key individuals listed performing the work will not be substituted with other personnel or reassigned to another project without the City's prior approval.
5. Attach brief resumes of key personnel assigned to this project for each firm listed.
6. Specify whether the ~~Contractor~~ Proposer (or any predecessor in interest) and if a joint venture, its members, or if a partnership, its general partners has/have been involved in any litigation involving any contract for street furniture advertising or maintenance services. Describe the nature of the litigation, the parties and the outcome (judgment, settlement, etc.).

Specify whether a public agency or municipality has ever terminated the Proposer (or any predecessor in interest) and if a joint venture, its members, or if a partnership, its general partners from any contract for street furniture advertising or maintenance services. State the terminating agency, the date of the contract and termination, and describe the nature of such termination (for cause, for convenience).

B. Organization and Management Approach

1. Provide an organization chart naming all key personnel participating in the project. Identify the Contract Manager, the Operations/Maintenance Manager, the Sales Manager, and the Chief Financial Officer. Describe how each of these personnel will be managed and staffed. Identify the relationships between the prime ~~contractor~~ Proposer and its subcontractors (if applicable). Describe how the proposed organization will optimally provide the services requested in the RFP.
2. Present a work plan for addressing the requirements of this contract, including:
Installation of PTs and PSKs;
Maintenance and repair of PTs, kiosks, and advertising displays. Creation and maintenance of an Internet-based Inventory, Maintenance and Complaint Database System is required.
3. Present a 52-week annual maintenance plan, including:
 - Schedule of inspections for structural integrity (footing, seams, welds, loose bolts, bent/broken frame, leaning structure), and other maintenance and repair issues (e.g., roof leaks, light bulbs, etched/broken glass, malfunctioning toilets).
 - Cleaning schedule and routine, including graffiti removal and removal of paint, markers, stickers, unauthorized posters, restocking toilet paper, air freshener, soap, paper towels, seat covers, dog waster bags, etc.

- Plan for minimizing use of maintenance products that contain hazardous materials and maximizing the use of green cleaning products as specified by the Green Building council LEED standard EQc3.4 or other verifiable standard.
 - Present details of how your firm will staff and manage a quality assurance and control program, including oversight of subcontractors and vendors.
 - A time line showing elapsed time for advertisement posting, installation, inspection, removal.
4. Commitment to local hiring: Public Works may require each Proposer, including subcontractors, to hire a percentage of local residents, minorities and women for its workforce as negotiated in the contract. Public Works also requests copies of the Contractor's-Proposer's and sub-contractors policies and procedures regarding any non-discrimination or equal employment opportunity plans that Proposers have in place. Additionally, Public Works encourages Proposers to submit proposals that make maximum utilization of local service agencies and suppliers that are small businesses, including minorities, women and disadvantaged businesses, in the performance of work under the contract.

C. Design of PTs and PSKs

Submit proposed PTs and PSKs designs incorporating the design elements listed in the Section III Scope of Services above. Submit photos or renderings of PTs and PSKs designed for other public agencies, including those designed for areas with narrow sidewalks, hills, or other areas of unusual topography or site restrictions.

D. Communications

Submit your proposal for supporting communication, including:

1. Proposal for accommodating municipal WiFi.
2. Proposal for providing public information.
3. Proposal for interactive features, including remote City services.
4. Describe how CMRS will be accommodated, if applicable.
5. Phone charging stations.

E. Compensation Proposal

All Proposers must propose the Minimum Annual Guarantee (MAG) amount and a percentage of gross revenues as listed in the SCOPE OF SERVICES above. All Proposers must complete the proposal summary cost table form found in Appendix 2.

F. Other Required Documents and Forms (Refer to Appendix 5)

1. In addition to the requirements on the content of the proposal discussed above, firms to be considered for this contract must submit the following as part of the appendices to their proposals. Both the prime Proposer and subcontractors (if applicable) must submit items listed below:

- Business Tax Declaration
- San Francisco Administrative Code Chapter 12B Compliance Certification Form
- ~~Certification of Bidder Regarding Debarment and Suspension~~
- ~~Certification of Subcontractor Regarding Debarment and Suspension Form~~
- ~~Certificate of Bidder Regarding Apprenticeship Training Program~~
- ~~Certificate of Subcontractor Regarding Apprenticeship Training Program~~
- ~~Minimum Compensation Ordinance Declaration Form~~
- Health Care Accountability Ordinance Form

V. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by **4:00 p.m. on December 16, 2015**. Postmarks will not qualify as delivery and Proposals submitted by fax or in electronic format will not be accepted. Late submissions will not be considered. Proposals may be delivered or mailed to:

San Francisco Public Works
 Contract Administration Division
 1155 Market St 4th Floor
 San Francisco, CA 94103
 Attention: Stacey Camillo

Proposer must submit one (1) Original and nine (9) Hard copies and two (2) digital copies on USB sticks of the proposal in a sealed envelope clearly marked "PUBLIC TOILET AND KIOSK AGREEMENT" to the above location.

VI. EVALUATION AND SELECTION PROCESS

A. Minimum Qualifications

Responsive proposals must document the Proposer's compliance with the following minimum qualifications:

Proposer, its key management team, and each of its subcontractors (if applicable) must have at least three years verifiable experience in selling, advertising, building and maintaining street furniture in major metropolitan markets. Proposer must have had a corporate net worth of at least \$50,000,000 for the last three years.

The Proposer must demonstrate its financial stability by submitting the following:

1. A written commitment to provide a letter of credit in the amount of two million dollars (\$2,000,000).
2. Three bank references that will validate the prime firm's financial responsibility, including the name and phone number of a bank officer familiar with the firm's account.
3. Copies of financial statements from the last three years, with profit and loss statements broken down in detail for major media markets in the United States; and

4. A written commitment to provide a performance bond of ~~ten-five~~ million dollars (\$~~105~~,000,000) for the installation of the PSKs and PTs.

B. Selection Process

1. Bid Completeness Screening: Proposals that do not meet minimum submittal or content requirements of this RFP, or take exceptions to the RFP requirements, may be rejected.
2. Revenue Screening: The revenue criterion will constitute 65% of the overall evaluation.

_____ Non-Cost Screening: The non-cost criterion will constitute 35% of the overall evaluation, and will be determined based on the written material submitted.

3. _____ ~~Special Note: If the City opts to select more than one bidder, the City contract will be awarded to those the two highest scoring respondents Proposers.~~

C. Bid Award

Failure by the ~~respondent~~ Proposer to obtain compliance with City requirements and execute an Agreement within seven (7) days of the date of the DPW authorization to execute the Agreement may result in the Director's executing an Agreement with the next highest ranked ~~respondent~~ Proposer. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

An Evaluation Committee will evaluate the proposals, using the Evaluation Criteria outlined in this RFP. All Proposers will be invited to make a presentation and participate in an oral interview that will include detailed discussions of the various elements of their proposals. Public Works will provide directions on presentation materials and information for the oral interview. Individuals who will actually be assigned to the project shall make presentations at the oral interview. Firms may be required to submit additional information to clarify their proposals prior to or at the interview.

Public Works intends to negotiate a contract with the Proposer/s with the highest total score. If Public Works is unable to negotiate a contract with the highest-ranked Proposer in a reasonable time, Public Works in its sole discretion may terminate negotiations with the highest-ranked Proposer and begin contract negotiations with the next highest-ranked Proposer. The final Agreement will be subject to approval be approved by Public Works, Port Commission, other relevant agencies, and the San Francisco Board of Supervisors.

Public Works reserves the right to not negotiate with firms and to select the highest-ranked Proposer and its proposal as submitted.

The evaluation process will consist of the following phases: *Initial Screening, Written Proposal Evaluation, and Oral Interviews.*

Initial Screening: All submittals will be reviewed for initial determination on responsiveness and responsibility. Elements reviewed during the initial screening include, without limitation, proposal completeness, compliance with minimum essential qualifications, and verification of references. Proposals found to be responsive and submitted by responsible Proposers based upon the initial screening shall proceed to the Written Proposal Evaluation process, as described below.

Written Proposal Evaluation: The proposals will be evaluated by a Evaluation Committee comprised of City representatives, parties with expertise in civic design, and public facilities maintenance. The Evaluation Committee may also include representatives of other agencies, persons with expertise in the technical aspects of PT and PSK designs, and persons knowledgeable about advertising. The City intends to evaluate the proposals generally in accordance with the criteria listed below ~~and as provided by Appendix 3.~~

The Evaluation Committee will review and score written proposals using the following point scale:

Evaluation Criteria	Total Points
Revenue Proposal	65
Organization and Management Approach	5
Maintenance and Monitoring Plan	10
Design	10
Communications	5
Oral Interview	5
TOTAL	100

Formula for Revenue Proposal 65 Points

(55 Points for Minimum Annual Guarantee + 10 Points for Percentage of annual gross advertising revenue):

Minimum Annual Guarantee: 55 Points

Highest MAG = A

Formula for each Firm's Score = B/A*~~55~~~~75~~

Each Firm's MAG = B

Sample:

Firm X = \$1M (highest) = 1,000,000/1,000,000*~~55~~~~75~~ = ~~55~~~~75~~ points

Firm Y = \$925,000 = 925,000/1,000,000*~~55~~~~75~~ = ~~50.875~~ ~~60.1369~~~~38~~ points

Firm Z = \$880,000 = 880,000/1,000,000*~~75~~ = ~~48.457~~~~2066~~~~00~~ points

Percentage of annual gross advertising revenues: 10 Points

Percentage of annual gross advertising revenues paid to the City by the Proposer each contract year during the term of the contract. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.

The top five (5) firms with the highest scoring proposalsAll firms will be interviewed by the Committee to make the final selection.

Oral Interviews

1. The interview process will consist of a presentation followed by standardized interview questions from the Evaluation Committee, and may include follow up questions if clarification of a Proposer's response is necessary.
2. The presentation shall demonstrate the components and other features of your proposed designs, including maintainability, durability, and adaptability to City topographical and other conditions.
3. The Evaluation Committee will proceed to evaluate each firm independently based on each of the firm's presentation and responses to the Evaluation Committee's questions.
4. The oral interview room may provide overhead projection equipment.

VII. CONTRACT AWARD

Public Works staff will commence contract negotiations with the highest-ranked Proposer. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, including compensation, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time Public Works, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

No proposal may be accepted and no contract may be awarded until such time as the Public Works Director recommends the Agreement for award and the final contract must also be approved by the Port Commission, other relevant agencies, and the San Francisco Board of Supervisors.

VIII. ERRORS AND OMISSIONS IN RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify Public Works, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to Public Works promptly after discovery, but in no event later than 10 calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Severability: If any provisions of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposer will be construed as enforced as if the RFP did not contain the particular provision held to be invalid.

IX. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on October 26, 2015 in the conference room at 1155 Market, 3rd Floor, from 1 P.M. – 3:00 PM, to discuss the requirements of the contract and to take questions concerning the RFP. All prospective Proposers are urged to attend this conference. A written list of attendees will be available at the end of the meeting.

X. QUESTIONS

Questions regarding this RFP should be addressed in writing to toiletandkioskrfp@sfdpw.org

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from Public Works. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted 57 business days before the RFP due date.

XI. OBJECTIONS TO RFP TERMS

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to Public Works setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

XII. ADDENDA TO RFP

Public Works may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with Public Works as having received a copy of the RFP. Public Works will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by Public Works prior to the proposal due date, regardless of when the proposal is submitted. Therefore, Public Works recommends that prior to submitting a proposal, Proposers call Public Works to determine if the Proposer has received all addenda.

XIII. REVISIONS TO PROPOSAL

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

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

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

XIV. TERM OF PROPOSAL

Submission of a proposal signifies that the Proposer's proposal remains open for one year from the proposal due date and that the proposal is genuine and not the result of collusion or any other anti-competitive activity.

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XV. ERRORS AND OMISSIONS IN PROPOSAL

Failure by Public Works 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 contract awarded pursuant to the RFP.

XVI. FINANCIAL RESPONSIBILITY

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

XVII. CONTRACT REQUIREMENTS

Please see Appendix 6.

XVIII. FORM OF CONTRACT

The successful ~~contractor~~ Proposer will be required to enter into a contract with Public Works. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original firm selected for liquidated damages.

XIX. SAN FRANCISCO BUSINESS TAX CERTIFICATE

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since the work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. The Business Tax Declaration must be completed and submitted with the proposal.

XX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

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

B. Protest of Agreement Award

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

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

C. Delivery of Protests

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

San Francisco Public Works,
Contract Administration,
1155 Market Street 4th Floor,
San Francisco, California 94103
Attention: Stacey Camillo
RE: Public Toilet and Kiosk Agreement

XXI. RESOURCE CONSERVATION

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

XXII. COMMUNICATIONS PRIOR TO CONTRACT AWARD

It is Public Works policy that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from contractor or potential contractors seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by Public Works, and the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any Public Works staff member, other than a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by Public Works and the San Francisco Board of Supervisors. This prohibition does not apply to communications with Public Works staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of Public Works concerning a pending contract solicitation shall be distributed by Public Works to all its members and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential contractor contacts any Public Works staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by Public Works and the San Francisco Board of Supervisors, the Contractor or potential Contractor shall be disqualified from the selection process. However, a person who represents a Contractor or potential Contractor may contact City elected officials and may contact the Executive Director/CEO of Public Works if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any Public Works staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of Public Works and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Appendix1) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Contractor who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

XXIII. 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 Cher 12L of the San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Cher. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Cher 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Cher 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 Cher 12L or material misrepresentation in Proposer's Cher 12L submission shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

XXIV. RESERVATION 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:

- A. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- B. Reject any or all proposals;
- C. Reissue a Request for Proposals;
- D. 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;
- E. Procure any materials, equipment or services specified in this RFP by any other means; or
- F. Determine that no project will be pursued.

XXV. 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. Venue for all litigation relative to the formation, interpretation and performance of this RFP shall be in San Francisco.

XXVI. LOCAL BUSINESS ENTERPRISE (“LBE”) PROGRAM

Chapter 14B (Local Business Enterprise Program) does not apply to this projects; however, firms certified as “LBEs” proposers are strongly encouraged to participate in this project. Proposers are likewise strongly encouraged to seek out and include LBEs as part of their team.

XXVII. PREVAILING WAGE

All work performed for services including, but not limited to, installation, removal, relocation, and maintenance of Public Toilet and Kiosks are subject to payment of prevailing wages.

XXVIII. LOCAL HIRE

The PT and PSK installation portion of the scope of services is subject to the Pursuant to the Administrative Code Section 6.22(g), the San Francisco Local Hiring Policy (Section 6.22(g) of the San Francisco Administrative Code). The policy shall apply to -construction projectswork on property owned by the City that areis estimated to cost in excess of the Threshold Amount as set forth in Section 6.1, currently \$600,000. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Policy. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

Currently, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The Policy does not limit contractor’s or its subcontractors’ ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

Failure of contractor and/or its subcontractors to comply with the requirements of the Policy and the obligations set forth in the Local Hiring Plan may subject contractor to the consequences of noncompliance specified in Section 6.22(g)(7)(F) of the Administrative Code, including but not limited to the penalties prescribed in Section 6.22(g)(7)(F)(ii). The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled. Refer to Administrative Code Section 6.22(g)(7)(F)(iv) for a description of the recourse procedure applicable to penalty assessments under the Policy.

XXVIII. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City will select preferred proposer(s) and identify the actions and activities that would be necessary to develop the preferred proposal and thereby facilitate meaningful environmental review under the California Environmental Quality Act ("CEQA"). The City will undertake environmental review of the preferred proposal as components are better defined and will work with all interested parties, City staff, experts and the public to develop a thorough environmental analysis that will inform the design, development and operation of the proposal. Prior to approval of any project, all applicable environmental review requirements under CEQA must be completed. The successful proposer(s) will be required to bear the costs of such environmental review and any other regulatory approvals required for the City to enter an agreement and to grant any necessary land use entitlements. Prior to such approvals, the City must retain under CEQA the sole and absolute discretion to (i) make modifications or select alternatives to the proposal to mitigate any significant environmental impacts, or (ii) elect not to proceed with the proposal.

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APPENDIX 1

ATTESTATION OF COMPLIANCE

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: **STAFFED PUBLIC TOILET AND PUBLIC SERVICE KIOSK**

1. I attest that I and all members of the firm listed above will and have complied to date with all sections of the above RFP. Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of any sections of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date _____

APPENDIX 2

DEFINITIONS

<u>Minimum Annual Guarantee</u>	<u>MAG as defined under the General Terms on page ii</u>
<u>Annual Percentage of Gross Revenues</u>	<u>Percentage of annual gross advertising revenues paid to the City by the proposer each contract year during the term of the contract. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses.</u>
<u>Installation of 50 Public Toilets</u>	<u>Initial cost for installing 50 Public Toilets, complete system with accompanying assemblies, accessories & parts. Also includes connection to existing utilities such as power, water to make equipment ready for operation.</u>
<u>Per Unit cost for additional toilet</u>	<u>Same cost as above except for 1 toilet only</u>
<u>Installation of 114 Public Service Kiosks</u>	<u>Initial cost for installing 114 fully functioning Kiosks, complete system with accompanying assemblies, accessories & parts. Also includes connection to utilities as needed.</u>
<u>Relocation of additional toilets</u>	<u>Cost to relocate one fully installed toilet. Costs to include disconnecting utilities, restoring paving to original, moving toilet and connecting utilities at new location.</u>

PROPOSAL SUMMARY TABLE

Minimum Annual Guarantee	\$
Annual Percentage of Gross Revenues	\$
Installation of 50 Public Toilets	\$
Per Unit cost for additional toilet	\$
Installation of 114 Public Service Kiosks	\$
Relocation of additional toilets	\$

APPENDIX 3

SCORING CRITERIA

Evaluation Criteria	Total Points
Revenue Proposal	65
Organization and Management Approach	5
Maintenance and Monitoring Plan	10
Design	10
Communications	5
Oral Interview	5
TOTAL	100

APPENDIX 3

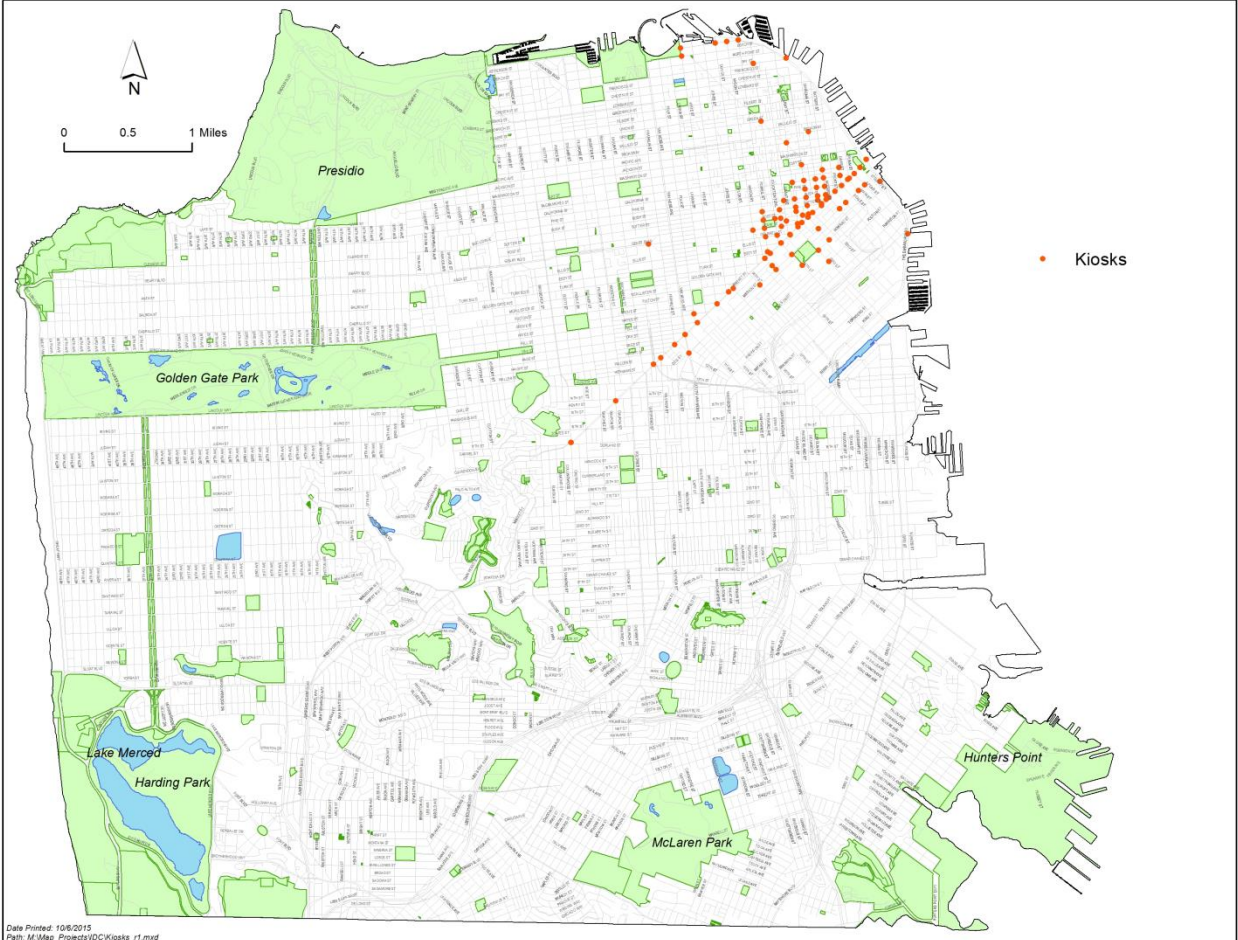
Existing PSK locations

SFO0001SF	BAY	EMBARCADERO
SFO0002SF	EMBARCADERO	FERRY BUILDING
SFO0003SF	MARKET	STEUART ST.
SFO0004SF	MARKET	SPEAR ST.
SFO0005SF	DRUMM STREET	MARKET
SFO0006SF	MARKET	MAIN STREET
SFO0007SF	MARKET	DAVIS STREET
SFO0008SF	MARKET	BEALE STREET
SFO0009SF	MARKET	PINE STREET
SFO0010SF	MARKET	FREMONT STREET
SFO0011SF	MARKET	FRONT STREET
SFO0012SF	CALIFORNIA	DAVIS STREET
SFO0013SF	CALIFORNIA	SANSOME STREET
SFO0014SF	SACRAMENTO STREET	BATTERY STREET
SFO0015SF	CALIFORNIA	BATTERY STREET
SFO0016SF	BATTERY STREET	BUSH STREET
SFO0017SF	MARKET	FIRST STREET
SFO0018SF	FIRST STREET	MISSION STREET
SFO0019SF	FIRST STREET	MISSION STREET DISMOUNTED
SFO0020SF	MARKET	BATTERY STREET
SFO0021SF	MARKET	1ST-2ND MID BLOCK
SFO0022SF	MARKET	2ND STREET
SFO0023SF	MARKET	SUTTER STREET
SFO0024SF	SANSOME STREET	BET. SUTTER and BUSH STREET
SFO0025SF	BUSH STREET	SANSOME STREET
SFO0026SF	PINE STREET	SANSOME STREET
SFO0027SF	CALIFORNIA	SANSOME STREET
SFO0028SF	SANSOME STREET	BROADWAY STREET
SFO0029SF	MONTGOMERY STREET	CLAY STREET
SFO0030SF	CALIFORNIA	MONTGOMERY STREET
SFO0031SF	MONTGOMERY STREET	PINE STREET
SFO0032SF	MONTGOMERY STREET	BUSH STREET
SFO0033SF	MARKET	MONTGOMERY STREET
SFO0034SF	MARKET	NEW MONTGOMERY STREET
SFO0035SF	MARKET	NEW MONTGOMERY STREET
SFO0036SF	MARKET	POST STREET
SFO0037SF	THIRD STREET	MARKET
SFO0038SF	HOWARD STREET	THIRD STREET
SFO0039SF	HOWARD STREET MID BLOCK	FOURTH STREET

SFO0040SF	MARKET	CASTRO
SFO0041SF	POST STREET	MID. KEARNY/MONTGOMERY ST.
SFO0042SF	KEARNY	SUTTER STREET DISMOUNTED
SFO0043SF	KEARNY	BUSH STREET
SFO0044SF	CALIFORNIA	KEARNY STREET
SFO0045SF	GREEN STREET	COLUMBUS AVENUE
SFO0046SF	GEARY	KEARNY STREET
SFO0047SF	MARKET	GEARY STREET
SFO0048SF	MARKET	GRANT AVENUE
SFO0049SF	MARKET	BET. 3RD-4TH
SFO0050SF	GRANT STREET	MAIDEN LANE
SFO0051SF	SUTTER STREET	MID GRANT/STOCKTON STREET
SFO0052SF	SUTTER STREET	MONTGOMERY STREET
SFO0053SF	STOCKTON STREET	POST STREET
SFO0054SF	GEARY	BET.STOCKTON /GRANT STREET
SFO0055SF	STOCKTON STREET	O'FARRELL STREET DISMOUNTED
SFO0056SF	STOCKTON STREET	ELLIS STREET DISMOUNTED
SFO0057SF	MARKET	STOCKTON STREET
SFO0058SF	MARKET	FOURTH STREET
SFO0059SF	FOURTH	MISSION STREET
SFO0060SF	MARKET	ELLIS STREET
SFO0061SF	MARKET	POWELL STREET
SFO0062SF	POWELL	EDDY STREET
SFO0063SF	O'FARRELL STREET	POWELL STREET
SFO0064SF	GEARY	POWELL STREET
SFO0065SF	POST STREET	STOCKTON STREET
SFO0066SF	POWELL	POST STREET
SFO0067SF	GEARY	MASON STREET
SFO0068SF	CYRIL MAGNIN STREET	MARKET
SFO0069SF	MARKET	FIFTH STREET
SFO0070SF	FIFTH STREET	JESSIE STREET
SFO0071SF	MISSION	FIFTH STREET
SFO0072SF	MARKET	SIXTH STREET
SFO0073SF	MARKET	SEVENTH AVENUE
SFO0074SF	MARKET STREET MID BLOCK	UN PLAZA
SFO0075SF	MARKET	GROVE STREET
SFO0076SF	POST STREET	BET. STOCKTON ST AND GRANT ST.
SFO0077SF	POLK STREET	FELL STREET
SFO0078SF	N. VAN NESS	MARKET
SFO0079SF	SPEAR STREET	MISSION STREET
SFO0080SF	SACRAMENTO STREET	DAVIS STREET

SFO0081SF	EMBARCADERO	POWELL STREET
SFO0082SF	JEFFERSON STREET	POWELL STREET
SFO0083SF	JEFFERSON STREET	MASON STREET
SFO0084SF	TAYLOR	JEFFERSON STREET
SFO0085SF	HYDE STREET	BEACH STREET
SFO0086SF	JEFFERSON STREET	HYDE STREET
SFO0087SF	GRANT STREET	BUSH STREET
SFO0088SF	BATTERY STREET	BUSH STREET
SFO0089SF	KEARNY	VERMEHR LANE
SFO0090SF	PINE STREET	BATTERY STREET
SFO0091SF	VAN NESS	MISSION
SFO0092SF	S. VAN NESS	MARKET
SFO0093SF	GEARY	GOUGH
SFO0094SF	MARKET	CASTRO
SFO0095SF	FOLSOM	THIRD
SFO0096SF	FOURTH	MISSION
SFO0097SF	MARKET	CASTRO
SFO0098SF	FOURTH	HOWARD
SFO0099SF	MARKET	FRANKLIN
SFO0100SF	NEW MONTGOMERY	MISSION
SFO0101SF	NEW MONTGOMERY	HOWARD
SFO0102SF	FREMONT	MISSION DISMOUNTED
SFO0103SF	BAY	STOCKTON
SFO0104SF	POWELL	SUTTER
SFO0105SF	HAYES	POLK
SFO0106SF	MARKET	VALENCIA
SFO0107SF	KEARNY	PACIFIC
SFO0108SF	CALIFORNIA	KEARNY
SFO0109SF	MISSION	MAIN
SFO0110SF	EMBARCADERO	BRYANT
SFO0111SF	EMBARCADERO	BTW HOWARD and MISSION
SFO0112SF	MARKET	OCTAVIA
SFO0113SF	EMBARCADERO	FERRY BUILDING
SFO0114SF	MARKET	CHURCH

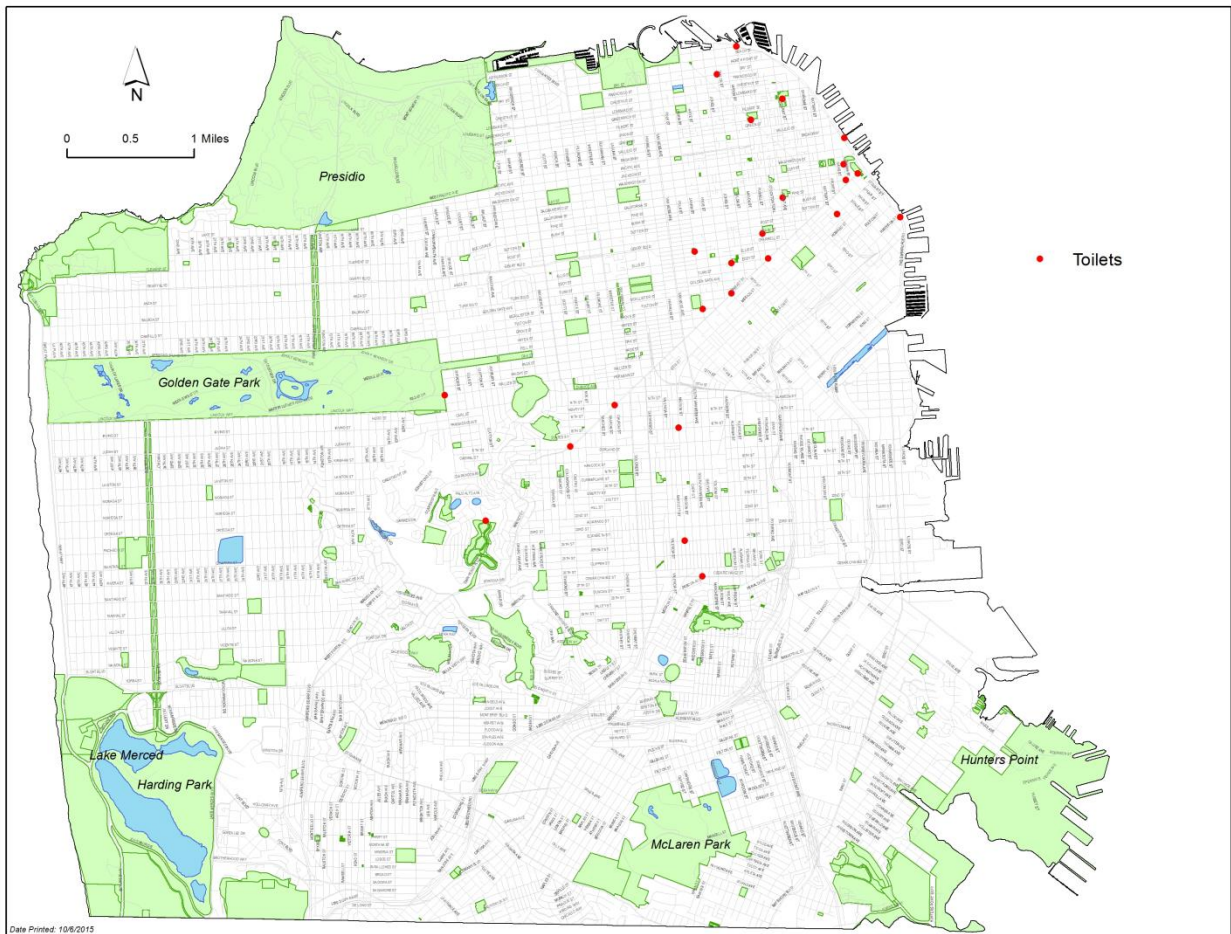
Map of existing PSK locations



Existing PT locations

Market & Powell	Mission & 16 th	Stanyan & Waller
Union & Columbus	Pine & Quincy	Union Square Garage
Market & Castro	Justin Herman Plaza	Twin Peaks
Market & Spear	Embarcadero & Harrison	South Van Ness & Cesar Chavez St
Taylor & Bay	Eddy & Jones	Market & Church Street
Market & 7 th	Larkin & Myrtle	Pioneer Park
1 st & Mission	Pier 7	Drumm & Clay
Grove & Larkin	Jefferson & Powell	
Mission & 24 th	Embarcadero & Powell	

Map of existing PT locations



APPENDIX 4

Contract Forms to be included with submittal:

- a. Standard Forms
 - Business Tax Declaration
 - San Francisco Administrative Code Chapter 12B Compliance Certification Form
- ~~b. Certification of Bidder Regarding Debarment and Suspension~~
- ~~c. Certification of Subcontractor Regarding Debarment and Suspension~~
- ~~d. Certificate of Bidder Regarding Apprenticeship Training Program~~
- ~~e. Certificate of Subcontractor Regarding Apprenticeship Training Program~~
- ~~f. Minimum Compensation Ordinance Declaration Form~~
- b. Health Care Accountability Ordinance Form

Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application http://sfgsa.org/index.aspx?page=4762 In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Contract Monitoring Division

CMD's homepage: <http://sfgsa.org/index.aspx?page=5365>
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>

CHAPTER 12B COMPLIANCE CERTIFICATION

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

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

Proposer 's Name

Name and Title of Signer

Proposer 's Street Address

Proposer 's City, State, ZIP

Proposer 's Telephone No.

Signature of Proposer or Authorized Representative

Date

Note: The text chapter 12B of the San Francisco Administrative Code and Form HRC-12B-101 is available from the HRC, 25 Van Ness Avenue, Suite 800, San Francisco 94102-6033, telephone (415) 252-2500 and posted on the Web at <http://www.sfgov.org/site/sfhumanrights>. Proposers are advised to submit Form HRC-12B-101 and accompanying documentation to the HRC at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.

SECTION 00-45-65

CERTIFICATE OF PROPOSER REGARDING APPRENTICESHIP TRAINING PROGRAM

I, the Proposer, by affixing my signature on the Form, acknowledge that I have read San Francisco Administrative Code section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please check the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

I am a signatory to a recognized apprenticeship or training program under chapter 4 of the California Labor Code as certified by the State of California Division of Apprenticeship Standards for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 days after the date of the City's written notification of award of the Contract:

(List Trades Here)

I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to San Francisco Administrative Code section 6.22(n) and California Labor Code section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such progress payment request and that providing such evidence is a condition that I must meet in order for to qualify for payment by the City.

(List Trades Here)

Additionally, I attest that I will require each of my subcontractors to submit a completed and signed Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00-49-15). I acknowledge that, for subcontractor(s) who declare on said Section 00-49-15 that they have applied to become a signatory but have not been accepted and will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories, I must submit written evidence of such payments with all progress payment requests for payment for Work on the Project starting with the second such request and that providing such evidence is a condition I must meet in order to qualify for payment by the City.

I also attest that I and all of my subcontractors will comply, as a material term of the Contract, 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 and San Francisco Administrative Code section 6.22(n) and all requests by the City to provide proof that I and all subcontractors are in compliance with those requirements.

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

If the Contract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within 10 working days after the date of the City's written notification of award of the Contract.

Bidder's Name

Name of Signer

Subcontractor's Name

Title of Signer

Subcontractor's Street Address

Signature of Subcontractor or Authorized Representative

Subcontractor's City, State, ZIP

Date

Subcontractor's Telephone No.

SECTION 00-49-15

CERTIFICATE OF SUBCONTRACTOR REGARDING APPRENTICESHIP TRAINING PROGRAM

I, _____, by affixing my signature hereto, acknowledge that I have read San Francisco Administrative Code section 6.22(n) and I make the following declaration regarding each apprenticeable trade for which I will provide labor to the Project: *(Please check the appropriate box(es) and complete the listing of trade(s) in the space provided below)*

I am a signatory to a recognized apprenticeship or training program under chapter 4 of the California Labor Code as certified by the State of California Division of Apprenticeship Standards for the following apprenticeable trades for which I will provide labor on the Project, and I will provide written proof of my status as a signatory within 10 days after the date of the City's written notification of award of the Contract:

(List Trades Here) _____

I have applied to become a signatory for the trades listed below but have not been accepted. Nevertheless, pursuant to San Francisco Administrative Code section 6.22(n) and California Labor Code section 1777.5, I will pay into the appropriate apprenticeship fund(s) an amount equal to that paid by signatories. I acknowledge that I will be required to submit written evidence of such payments for all progress payment requests for payment for Work on the Project submitted by the Bidder (General Contractor) to the City starting with the second such progress payment request. Further, I acknowledge that my providing such evidence for the Bidder (General Contractor) to submit to the City with its progress payment request(s) is a condition that I must meet in order for the Bidder (General Contractor) to qualify for payment by the City.

(List Trades Here) _____

I also attest that I will comply, as a material term of the Contract, 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 and San Francisco Administrative Code section 6.22(n) and all requests by the City to provide proof that I am in compliance with those requirements.

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

Complete and deliver this declaration form as specified in Section 00-21-13 - Instructions to Bidders to the Department of Public Works, Contract Administration, 875 Stevenson Street, Room 420, San Francisco, CA 94103. If the subcontract involves one or more trades with a recognized apprenticeship program for which you have declared that you are a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each trade within 10 working days after the date of the City's written notification of award of the Contract.

Bidder's Name

Name of Signer

Subcontractor's Name

Title of Signer

Subcontractor's Street Address

Signature of Subcontractor or Authorized Representative

Subcontractor's City, State, ZIP

Date

Subcontractor's Telephone No.

END OF SECTION

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



~~Minimum Compensation Ordinance (MCO) Declaration~~

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

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

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

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

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

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

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

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

~~**Where to Send this Form.** Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261~~

~~Email: vendor.file.support@sfgov.org~~

~~Declaration~~

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

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

 Signature _____ Date _____

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



Print Name _____ City Vendor Number (if known) _____

_____ () _____

Company Name _____ Phone _____ Federal
Employer ID # _____

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



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

To obtain more information regarding the HCAO, Visit our website, which includes links to the complete text of the HCAO, at www.sfgov.org/olse/hcao; send an e-mail to HCAO@sfgov.org; or call (415) 554-6237.

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

Declaration

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

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

Signature

Date

Print Name

City Vendor Number (if known)

Company Name

() _____
Phone

Federal Employer ID #

APPENDIX 5

Additional Contract Terms

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

2. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the

City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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

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

5. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

6. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

7. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

8. Requiring Health Benefits for Covered Employees.

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

9. First Source Hiring Program.

Incorporation of Administrative Code Provisions by Reference.

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

First Source Hiring Agreement.

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

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

 Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes

nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

_____ Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

_____ Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

_____ Set the term of the requirements.

_____ Set appropriate enforcement and sanctioning standards consistent with this Chapter.

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

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

Hiring Decisions.

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

Exceptions.

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

Liquidated Damages.

Contractor agrees:

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

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

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

That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

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

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

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

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

That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the

San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

Subcontracts.

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

10. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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



ADDENDUM No. 1

Request for Proposals for Public Toilet and Kiosks Agreement

November 12, 2015

Edwin M. Lee
Mayor

Mohammed Nuru
Director

The Request for Proposals (RFP) for the aforementioned services is amended in accordance with the following revisions which are made part of said RFP.

Fuad Sweiss, PE, PLS
City Engineer &
Deputy Director

Submittal Deadline:

REVISED – Due 4:00 P.M. on ~~November 20, 2015~~ ***December 4, 2015***

Office of the City Engineer
Infrastructure Design
and Construction
San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6940

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Section II – Revised Tentative Schedule:

Advertise RFP	October 13, 2015
Pre-Proposal Conference	October 26, 2015
Last Day for Submission of Written Questions	<i>November 25, 2015</i>
Proposals Due	<i>December 4, 2015</i>
Oral Interviews Short Listed Firms	<i>December 2015</i>
Negotiations with Selected Firm	December 2015
Port Commission Approval	December 2015
Recreation and Park Commission Approval	December 2015
Other relevant agency approval-Art Commission/MTA	January 2016
Board of Supervisors Approval	February 2016

NOTE: The City has received a significant number of questions regarding this RFP and is working on finalizing responses to those questions. The City's full response will be issued via a separate Addendum.

Note:

- ~~Red~~ with strikethrough texts are deleted texts
- ***Blue*** bold italic texts are revised or added texts



ADDENDUM No. 2

Request for Proposals for Public Toilet and Kiosks Agreement

December 1, 2015

Edwin M. Lee
Mayor

Mohammed Nuru
Director

Fuad Sweiss, PE, PLS
City Engineer &
Deputy Director

The Request for Proposals (RFP) for the aforementioned services is amended in accordance with the following revisions which are made part of said RFP.

Submittal Deadline:

REVISED – Due 4:00 P.M. on ~~December 4, 2015~~ ***December 16, 2015***

Office of the City Engineer
Infrastructure Design
and Construction
San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6940

sfpublicworks.org
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**Public Toilets and Kiosks
Summary of Questions and Responses**

No.	Question	Response
1	The Tentative Schedule does not indicate when the Proposers would receive answers to written questions submitted by November 13, 2015. Based on the response to the questions, it does not provide sufficient time to react and then revise our Proposal by the Deadline for Submission: November 20, 2015. Respectfully, we would ask that the due date be extended to January 20, 2016.	The proposal due date is extended to Dec 16, 2016. Please refer to Addendum No. 3.
2	Ordinance No. 13-09 was passed in January 2009, which amend the San Francisco Administrative Code to prohibit advertisements for alcoholic beverages on City property. Please confirm alcohol advertising will not be allowed per the terms of the new agreement.	Confirmed. Advertising prohibition can be found in SEC. 4.20. TOBACCO PRODUCT, SUGAR SWEETENED AND ALCOHOLIC BEVERAGE ADVERTISING PROHIBITION. http://www.sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0098-15.pdf
3	Please provide the current 2015 advertising revenues from the Public Service Kiosks. Can you please provide gross advertising revenues going back three years, broken out by PT and PSK? Additionally, can The Authority please provide inventory numbers for both PSK and PT in that same time period?	Please refer to the attached Table 3.1 for this information.
4	Please confirm the date the current contract terminates. Is it October 17, 2016 or January 17, 2017?	Current contract terminates October 17, 2016. The City has the authority to extend the current contract if necessary.
5	On page 3 of the RFP, listed under the Aesthetics for the design elements, it would be helpful if the some items were more defined, such as: a. What is a contemporary design? b. How many interactive advertising screens? c. How many advertising panels could be digital LED versus static?	a. Please propose your new design for consideration using the latest technology and the best materials available b. One per kiosk c. No more than 2 panels per street side in 4 City blocks along a corridor should have a digital LED sign (one panel on each side of the street). Images should be static for a minimum of 8 seconds before they change. No animation allowed.
6	The current agreement required a performance bond of two-million dollars (\$2,000,000), which was reduced to five-hundred thousand dollars (\$500,000) after installation was completed. This RFP is requesting a commitment of ten-million dollars (\$10,000,000) for the performance bond. Would DPW consider reducing the amount of the performance bond required? Would a letter of credit in the amount of \$12 million be an acceptable alternate?	Yes. Five million performance bond, reduced to one million after installation. Yes.
7	The Evaluation Criteria table indicates the Revenue Proposal is worth a total of 65 Total Points for the highest proposal, but the examples for calculating uses a total of 75 points, please clarify.	Total points for the revenue proposal and Minimum Annual Guarantee points used in the examples for calculating should be together is 65 points.

8	For the convenience and the public's continued use, would the existing public toilets become the property of the City and/or transferred to the possible new contractor for operation until the new toilet and kiosks are installed? If not, when would the current contractor be required to remove all of the existing public toilets and kiosks?	No. Existing toilets and kiosks belong to existing contractor. Selected Proposer will need to provide the Public Toilets and Kiosks within 120 days after issuance of permit. If the selected Proposer needs more than 120 days after issuance of permit to install the toilets, this will have to be negotiated in the contract. Please propose your transition plan if you need more than 120 days.
9	Does DPW know what was the total capital cost expense investment made by JC DeCaux for the existing twenty-five (25) public toilets and one-hundred and fourteen (114) kiosks? What is the unamortized value that a new contractor may have to pay to transfer the ownership?	Public Works has no knowledge of JCDecaux's investment expense.
10	Does DPW know the assessed value and/or real estate possessory interest taxes for the public toilets and kiosks paid by JC DeCaux for 2014?	No.
11	Due to Proposition E (2009) there can be no increase in the number of advertising signs allowed on street furniture. Does DPW have any flexibility to allow more advertising to support the Proposer's ability to finance the significant capital investment required by this RFP?	No. However, Proposers can propose a new design using the existing space for consideration.
12	Per the Section 603 of the City's Sign Code, the general advertising signs shall not exceed 52 sq. ft., but does not specify the format dimensions. Would the Proposer be required to adhere to a vertical format as stated in the current contract (not to exceed 12' high by 5' wide) or could we propose of a horizontal or square format?	Proposers can propose a horizontal or square format not to exceed 52 sq ft.
13	The current contract and Sign Code states the public service kiosks are divided into three sections, two ad panels and one public service use. To the best of our knowledge, many (or possibly all) of the kiosks designed for a newsstand or other public service use are no longer in operation for the uses that were intended. If there is no required, requested or necessary public service use, would it be possible to utilize the third section for advertising purposes?	Please propose your new design for consideration.
14	If new contractor negotiates an agreement for a commercial use like an ATM for the kiosk's public service section would the contractor be allowed to retain all the revenue?	A percentage of the annual revenue will have to be shared with the City. Please propose your revenue share.
15	On page 10, the Special Note under B. Selection Process it states the City may opt to select more than one bidder. This does not seem consistent with other terms and intent of the RFP. Please explain a possible scenario where one of more companies could be selected?	Only 1 bidder will be selected.
16	Could the City select one company to provide the public toilets and another company to provide the kiosks?	No, selected company will have to provide both public toilets & kiosks.
17	Are all of the 25 currently installed public and the 25 additional toilets, contemplated to be installed and/or located at permanent fixed locations?	Yes.

18	During the term of the new contract, the City may request the removal or relocation of up to five (5) public toilets or kiosks per year. Is this the total combined number or could it be as many as five (5) public toilets and five (5) kiosks per year?	5 is the total combined number per year. 2 toilets & 3 kiosks.
19	What is the encroachment permit fee for a public toilet and a public service kiosk? The current contract set these permit fees to be \$350.00 per toilet and kiosk. Should we assume the fees will be the same per the terms of the new contract?	Roughly the same \$350 each.
20	Would the city consider separating the RFP into two separate proposals; one for public service kiosks and one for public toilets? If not, must a bidder bid on both assets in order to be compliant with the RFP?	No, these will not be separate. Proposers must proposer for both Public Toilets and Kiosks to comply.
21	Due to the timeline of the RFP and location specific designs, can we propose a collaboration between a public toilet manufacturer and a named architect to produce a custom design specific to San Francisco, post award?	You may propose a collaboration by the submittal deadline of the RFP to include one or more designs. Designs will be evaluated & scored.
22	Section III.G.1 a. How many ad panels are on existing PTs and PSKs? Is the successful bidder limited to this number of ads? b. Does Planning Code 611 have any restrictions on: i. The size of ads ii. The existence of digital ads	a. Successful bidder is restricted to the existing space for ads. There are generally 2 panels per PSK at 52 sq. ft. b.i. Please refer to the response for question 12, above. https://law.resource.org/pub/us/code/city/ca/SanFrancisco/Planning%20Code/article06.pdf b.ii. Please refer to the response for question 5, above.
23	Section III.A.1. a. PTs i. How many ad panels are on each PT? Is the successful bidder limited to this number? ii. Are the PTs currently electrified? iii. For the 25 new PTs, would they be at locations with existing sewer lines?	a. PTs: i. Yes, bidder is limited to existing number. ii. Yes iii. The sewer line exists in the right-of-way. A lateral sewer connection will have to be built to connect to the main sewer. Please provide an allowance for building the sewer lateral in your proposal.

24	<p>Section III.A.1. B. PSKs</p> <p>i. Is there a limit to the number of PSKs we can install? Would the successful bidder be capped at replacing the existing 114 PSK locations?</p> <p>ii. How many ad panels are on each PSK? Is the successful bidder limited to this number?</p> <p>iii. Are the PSKs currently electrified?</p> <p>iv. Is there an ability to add more kiosks in the future?</p>	<p>b. PSKs:</p> <p>i. Yes, there is voter mandated advertising limit (proposition E passed by voters as of January 1, 2008) which limits advertising to the existing kiosks. <i>SEC. 420-1. GENERAL ADVERTISING - PROHIBITION ON THE EXTERIOR OF CITY BUILDINGS AND ON STREET FURNITURE.</i> <i>(b) No increase in the number of general advertising signs shall be allowed on street furniture, including transit shelters, kiosks, benches and newspaper racks, over the number authorized by City law and negotiated under the provisions of City contracts that were in effect as of January 1, 2008. These limitations shall apply to any successor contracts.</i> <i>(c) The term "general advertising sign" shall have the meaning set forth in Section 602.7 of the Planning Code.</i> <i>(Added by Proposition E, App. 11/5/2009)</i></p> <p>ii. Two general advertising signs each not to exceed 52 sq ft in area on a public service kiosk. Each such public service kiosk shall be divided into three sections, one of which shall provide a public service, such as a newsstand, newsrack, map, public telephone, vending machine, display of public service information, or interactive video terminal; Yes, Proposers are limited to this number.</p> <p>iii. Yes.</p> <p>iv. No.</p>
25	<p>Section III.C.2</p> <p>a. Would the City consider a pro-rata reduction in MAG in relation to removed inventory?</p> <p>B. Would the City consider waiving the removal/replacement burden for PTs and PSKs? The successful bidder would make significant expenditures in the fabrication, trenching, electrification, installation, etc. of the units and placing the financial burden of removal and replacement is onerous. If the City is not willing to waive this requirement, can the parties agree on a cap?</p>	<p>a. Yes</p> <p>b. During the term of the new contract, the City may request the removal or relocation of up to five (5) public toilets or kiosks per year. 5 is the total combined number per year cap. At the end of the contract term, if the selected Contractor does not win the next bid, Contractor will have to obtain permits to remove their toilets and kiosks and restore the respective sidewalks and curbs at their own expense.</p>
26	<p>Section III.F.1</p> <p>Can the City clarify the duties expected of the PT staff? Would this person essentially serve as security for the PTs? Has the City considered the potential liability issues involved in this requirement? Will the City consider removing this requirement from the RFP?</p> <p>As discussed during the pre-proposal conference, the requirement to provide attendants to a minimum of 50% of the total number of toilets, 12 hours per day is onerous & confusing. Are these employees expected to act as security guards, police officers, innocent by-standers?</p>	<p>Duties for the PT staff person would include, but not be limited to, the items listed in the RFP per Section III.D., III.F, & IV.B. The City has considered the potential liability. The following existing PTs are currently being staffed successfully: Market/Castro, UN Plaza, Civic Center Plaza, 16th & Mission. This requirement will not be removed.</p> <p>It is up to the Proposer to determine the duties. Some suggested job duties include, but are not limited to:</p> <p>Periodically clean the toilets, replenish supplies such as soap, toilet paper, seat covers, and perform maintenance, report malfunctions. When customers come along with a pet or shopping cart, staffer will assist & keep an eye on it while they use the toilet, distribute doggie bags, assist with sharps containers, etc. Ability to stand for long periods of time, work outdoors, & in inclement weather conditions.</p>
27	<p>Would the City provide us with advertising standards?</p>	<p>Proposer can propose any advertising as long as it complies with all existing laws, regulations, and codes.</p>

28	We believe that the speed and the performance of the wi-fi can be transformational to the City, its residents, visitors, and surrounding telecommunications industry. Can you clarify the city specifications referred to on page 4 (section E1)? In addition to the named wi-fi specifications (a,b,g,n,ac) that are required to be supported, are there other aspects of the wi-fi service (availability, user access, etc) that are required/desired? Would the City consider allowing the proposer to manage the wi-fi network if we can propose how to make it exceed the current requirements?	The City's preference is to manage the WiFi network; however, we would be willing to consider alternative proposals. If a proposer chooses to propose a managed system, it should have the following features: <ul style="list-style-type: none"> • Seamless Experience – Access to system is simple and users are able to roam within the network • Broadband Speeds – 25Mbps download speed/ 4Mbps upload speed • No Authentication– No banner page • Data Collection Policy– No identifiable user info is collected
29	Is the city providing wireline connectivity to the structure (PT or Kiosk)? If so, what type (fiber, ethernet, etc)?	No, the City will not be providing connectivity to the structure.
30	Will the wi-fi be compatible with other nearby city-managed public wi-fi, offering roaming and shared authentication?	Yes, we expect the WiFi to be compatible with nearby city-managed public Wi-Fi, it should (a) provide a seamless experience – access to system is simple and users are able to roam within the network; (b) there should be no authentication and no banner page and (c) it should adhere to the City's data collection policy. Currently, no identifiable user info is collected on the City's public Wi-Fi network.
31	Will the city allow for any capex recoupment from first revenues generated by the project for capex provided by proposer?	No.
32	Would the city allow for decreasing the \$10 million performance bond to a certain percentage of total capital expenditures in the first year of contract?	Yes, please refer to response to #6, above
33	If multiple bidders can be selected for this contract, how does this impact MAG Payments, Revenue Share, Operations Expenses, and coordination of advertising? Is that left up entirely to the multiple awarded bidders?	Only 1 bidder will be selected.
34	Section III.H.1 - Please confirm if the City expects payments to be MAG plus a percentage of revenue or if payments will be determined based on the greater of MAG or percentage of revenue.	MAG plus a percentage of revenue
35	Section VI.A.1 - Would the City consider reducing the letter of credit requirement from \$2M to 25%-33% of the MAG to be in line with the current market for security for United States Municipal Authorities?	This is subject to negotiation during the selection process.
36	On the 1st page, the City makes clear its intention to limit the initial & only assured term to 10 years. Given the breadth of the scope of this contract & the significant capital investment that will most certainly be required, will the City agree to expand the initial term to a minimum period of 20 years?	No.
37	It is clear from the evaluation criteria chart included in the RFP that any proposer offering the highest revenue proposal would win the award. Such an approach discounts completely the value of all other aspects of the procurement including the credit worthiness of the proponent, the quality of the designs submitted or the level of experience any proponent might have in out-of-home media and street furniture. Will the City consider the evaluation criteria to more heavily weigh such important although non-financial consideration?	No.

38	As it is written, it is our opinion that very few companies are prepared to provide the City with compliant proposals & we would strongly urge the City to consider taking a closer look at the requirements & expectations with an eye towards ensuring that the procurement process be as open to as many potential proponents as possible.	Your comment is duly noted.
39	Nowhere does it indicate that your request can be fully self-cleaning automated restrooms.	The RFP does not discourage automatic self-cleaning public toilets(APTs). Please note that we require that 50% of the public toilets (APTs and/or manually cleaned toilets) be staffed/monitored in problem areas to prevent illicit, criminal, nefarious activities occurring in the toilets. You are welcomed to propose any combination of both self cleaning for the non-staffed areas, & manual cleaning for the staffed areas. The staffing requirements can be found on under Section III.F. of the RFP. There are non-problem areas where the APTs have survived & thrived. We want to receive as many proposals as possible, and will consider multiple designs.

Table 3.1 - Revenue

Base Year	Revenue payment to Public Works from JCDecaux	Payment Date
2011	\$568,253	1/14/2011
2012	\$603,735	1/28/2012
2013	\$653,476	2/5/2013
2014	\$751,301	1/23/2014
2015	\$604,620	1/20/2015
Total	\$3,181,385	



ADDENDUM No. 3

Request for Proposals for Public Toilet and Kiosks Agreement

December 4, 2015

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The Request for Proposals (RFP) for the aforementioned services is amended in accordance with the following revisions which are made part of said RFP.

Submittal Deadline:

REVISED – Due 4:00 P.M. on ~~December 4, 2015~~ *December 16, 2015*

Revised RFP:

The RFP posted on October 13, 2015 has been replaced in its entirety and amended with the revised RFP dated December 4, 2015.

A red-lined version of the revised RFP dated December 4, 2015 has been added, for the purpose of referencing changes only.

Attachments:

The following attachments are included with this Addendum No. 3:

- Summary of Questions and Responses
- Table 3.1 – Revenue

Note:

- ~~Red~~ with strikethrough texts are deleted texts
- *Blue* bold italic texts are revised or added texts