

File No. 210607

Committee Item No. 11

Board Item No. 42

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date July 21, 2021

Board of Supervisors Meeting

Date July 27, 2021

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Purchase Order - July 23, 2020
- Statement of Qualifications
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Linda Wong Date July 13, 2021

Completed by: Linda Wong Date July 21, 2021

1 [Accept and Expend Grant - Retroactive - University of California San Francisco -
2 Construction Community Outreach Program - \$136,000]

3 **Resolution retroactively authorizing the Office of Economic and Workforce**
4 **Development to accept and expend a grant in the amount of \$136,000 from the**
5 **University of California San Francisco (UCSF) for supporting the Community**
6 **Construction Outreach Program with referrals of local residents to contractors on**
7 **UCSF projects to meet the volunteer 30% goal during the grant period of July 1, 2020,**
8 **through June 30, 2021.**

9
10 WHEREAS, The Administrative Code requires City departments to obtain Board of
11 Supervisors' approval to accept or expend any grant funds (Section 10.170 et seq.); and

12 WHEREAS, The University of California San Francisco (UCSF) awarded the Office of
13 Economic and Workforce Development (OEWD) in the amount of \$136,000 to support
14 CityBuild's efforts for UCSF's Community Construction Outreach Program (CCOP); and to
15 assist with reporting and presenting to CAC, contractors and other organizations; and

16 WHEREAS, Matching funds not required by Grantor; and

17 WHEREAS, The grant does not require an Annual Salary Ordinance amendment; and

18 WHEREAS, The grant budget includes provision for indirect costs of \$17,740; now,
19 therefore, be it

20 RESOLVED, That University of California San Francisco may fund the Office of
21 Economic and Workforce Development; and, be it

22 RESOLVED, That the Office of Economic and Workforce Development is responsible
23 for the oversight of the UCSF funding for the City and County of San Francisco; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Office of
25 Economic and Workforce Development to accept and expend, on behalf of the City and

1 County of San Francisco, a grant from the University of California San Francisco for
2 Construction Community Outreach Program in the amount of \$136,000; and, be it

3 FURTHER RESOLVED, That the Director of the Office of Economic and Workforce
4 Development is authorized to enter into the Agreement on behalf of the City.

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1 Recommended:

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4 /s/_____

5 Anne Taupier, Acting Director

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8 Approved:

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11 /s/_____

12 London N. Breed, Mayor

/s/_____

Ben Rosenfield, Controller

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File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: UCSF CCOP Grant
2. Department: Office of Economic and Workforce Development
3. Contact Person: Lisa Pagan Telephone/Email: lisa.pagan@sfgov.org
4. Grant Approval Status (check one):
[X] Approved by funding agency [] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$136,000
6. a. Matching Funds Required: N/A
b. Source(s) of matching funds (if applicable): N/A
7. a. Grant Source Agency: University of California San Francisco
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary:
University will retain CityBuild to assist Community Construction Outreach Program with referrals of local residents to contractors on UCSF projects to meet the volunteer 30% goal. Our graduates are referred for sponsorship to the projects. We also assist with reporting and presenting to CAC, contractors and other organizations.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 7/1/2020 End-Date: 6/30/2021
10. a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? No
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
11. a. Does the budget include indirect costs?
[x] Yes [] No
b. 1. If yes, how much? \$17,740
b. 2. How was the amount calculated? 13.4% of the total costs
c. 1. If no, why are indirect costs not included?
[] Not allowed by granting agency [] To maximize use of grant funds on direct services
[] Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs? N/A

12. Any other significant grant requirements or comments: N/A

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Alfredo Fajardo
(Name)

Workforce Programs Compliance Officer
(Title)

Date Reviewed: 4/13/2021 | 1:42 PM PDT

DocuSigned by:
Alfredo Fajardo
BB2B44C0440A47C...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Anne Taupier
(Name)

Acting Director, Office of Economic and Workforce Development
(Title)

Date Reviewed: 4/13/2021 | 1:49 PM PDT

DocuSigned by:
Anne Taupier
5DD5253CE63C44D...
(Signature Required)



This Agreement to furnish certain professional services described herein and the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Francisco, and the supplier City and County of San Francisco dba Office of Economic and Workforce Development (OEWD) (Supplier).

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Exhibit A ("Statement of Work") entitled "Community Construction Outreach Program Management" and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Services from Supplier. The Supplier Contract consists of the SCHEDULE, the SIGNATURE PAGE, Attachment A, Scope of Services, Exhibit A, Pricing and Billing Rates, and California Terms and Conditions of Purchase.

2. Term of Agreement/Termination of Statement of Services

The initial term of the Agreement will be from **May 1, 2017** and through **April 30, 2020** (Initial Term) which may be extended for two (2) additional one (1), year periods upon the mutual written agreement between the parties to the Contract, and is subject to earlier termination as provided below.

- a) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- b) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services. No payments will be made in advance of work performed.

4. Invoices and Pricing

- A. All invoices must be itemized according to the Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed. Supplier may, upon delivery and acceptance of the Monthly Report for each successive month, and upon delivery and acceptance of the contract deliverables for that month, submit invoices for work performed that month. Invoices shall tie to Exhibit B, Billing Rates. Payment of any invoice by UCSF shall not relieve Supplier for any obligation hereunder. Payment shall not be made unless Monthly Report has been submitted and accepted. Payment terms are net 30 unless otherwise stated in the Agreement. Unless the Agreement is amended, the total price for Services may not exceed **\$936,600.00** over a three year period with the annual amounts not exceeding as follows:

Fiscal Year Not To Exceed	Total Invoice Amount
2017-18	\$300,000.00
2018-19	\$312,000.00
2019-20	\$324,600.00
	TOTAL: \$936,600.00

B. Supplier shall submit invoices to:
 University of California San Francisco
 Accounting Office
 UCSF Box 0812
 San Francisco, CA 94143

C. Supplier shall cite this Contract Number on each invoice: **C2017118NM**. The following information shall be included on all invoices. Failure to do so may delay the payment of invoice:

- All task accomplished within the invoiced period
- Outcomes achieved within invoiced period

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE.

To UC, regarding contract issues not addressed above:

Name	Damon Lew, Assistant Director, Community Relations Strategic Communications & University Relations		
Phone	415.514.2651		
Email	Damon.lew@ucsf.edu		
Address	333 California Street, Suite 103, Box 0462		
	San Francisco, CA 94118		

Name	Michael Fortes, Office & Finance Manager, Strategic Communications & University Relations		
Phone	415.476.3438		
Email	michael.fortes@ucsf.edu		
Address	333 California Street, Suite 103, Box 0462		
	San Francisco, CA 94118		

To Supplier:

Name	Michael Carr, Director of Workforce Development Division, Office of Economic and Workforce Development		
Phone	415.701.4875		
Email	Michael.carr@sfgov.org		
Address	1 South Van Ness Avenue, 5 th Floor		
	San Francisco, CA 94103		

6. Intellectual Property, Copyright and Patents

- The Services involve Work Made for Hire
 The Services **do not** involve Work Made for Hire

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Amendments to UC Terms and Conditions

None

15. Amendments to Appendix – Data Security

Not Applicable (N/A)

16. Amendments to Appendix – Business Associate

Not Applicable (N/A)

17. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a. Scope of Services – Attachment A, consisting of one (1) page
- b. California Terms and Conditions of Purchase, consisting of ten (10) pages

18. Deliverable Reports and Documentation

Item	Description	Quantity	Delivery Date
1	Produce reports that analyze relevant demographics	12	Monthly
2	Provide reports pertaining to SF resident trade worker availability	12	Monthly
3	Provide monthly report detailing action steps taken on a project by project basis, which includes: meetings attended, worker requests received, worker referrals made, SF resident hires made	12	Monthly

19. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter. The Agreement is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

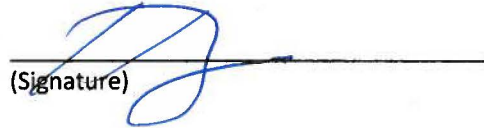


(Signature –
Director of Sourcing)

Andrew G. Clark, Director
(Printed Name, Title)

5-15-17
(Date)

OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT



Todd Ruffo, Director
(Printed Name, Title)

5/11/17
(Date)

ATTACHMENT A

SCOPE OF SERVICES

The Community Construction Outreach Program (CCOP) Partner is accountable to ensure that UCSF construction community outreach activities are:

- In compliance with the law and University policy
- Meeting its stated objectives
- Organized, coordinated and documented
- Communicated effectively to job-seekers, community-based organizations skilled in recruiting and training construction workers, contractors, subcontractor and unions;
- Tailored to meet the needs of a wide range of UCSF construction projects;
- Able to adapt with changing project volume and demand to assure adequate project coverage with minimal, right-sized overhead expenses
- **Coordinated with existing nonprofit, public and private-sector efforts, supporting the preparation of workers in the construction trades.**

The selected partner will be responsible for:

- Providing or partnering with community-based workforce development programs that offer legal, social services, job-readiness training and other services needed to support job readiness and success;
- Establishing and maintaining a database of ready, able and qualified workers for contractors and subcontractors for union name call opportunities;
- Screening trades worker referrals to assure job readiness including availability, San Francisco residency, qualifications, verification of union status;
- Overseeing and/or performing non-contractor required administrative functions to provide efficiency and continuous workflow to facilitate the program and project schedules;
- Preparing monthly reports on the progress and outcomes regarding project activities;
- Coordinating with SCUR staff to ensure effective and timely communications with local community-based organizations, city agencies, unions and other interested parties and stakeholders about the community construction outreach project, including project status, progress, milestones, and opportunities.

EXHIBIT A

PRICING & BILLING RATES

Salary and Fringe	FTE	Year 1	Year 2	Year 3
Employment Liaison	0.75	\$107,745.00	\$111,772.00	\$115,799.00
Compliance & Employment Liaison	0.85	\$146,746.00	\$152,131.00	\$157,517.00
Workforce Compliance Manager	0.075	\$14,595.00	\$15,132.00	\$15,668.00
Indirect Cost Rate (12.59%)		\$30,914.00	\$32,965.00	\$35,616.00
Total		\$300,000.00	\$312,000.00	\$324,600.00

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**UNIVERSITY
OF
CALIFORNIA**

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The materials, supplies and/or services furnished by Supplier (together, the "Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials and/or supplies ("Goods"), or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES. UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Meal and Travel Expense Policy, which may be located by searching for G-28 at ucop.edu, or may be obtained upon request. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 4 – INSPECTION. The Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not

again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24 and 25 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Accessibility Requirements. Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; and
 2. The Services will conform to the accessibility requirements of WCAG 2.0AA.
 Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services.
- E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Services.
- F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Services Involving Work Made for Hire.
 1. Unless UC indicates that the Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Services Not Involving Work Made for Hire.

1. If the Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence	\$ 1,000,000
2. Products/Completed Operations Aggregate	\$ 2,000,000
3. Personal and Advertising Injury	\$ 1,000,000
4. General Aggregate	\$ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- B. FAR 52.219-8, Utilization of Small Business Concerns;
- C. FAR 52.222-4, Contract Work Hours and Safety Standards Act;
- D. FAR 52.222-17, Nondisplacement of Qualified Workers;
- E. FAR 52.222-21, Prohibition of Segregated Facilities;
- F. FAR 52.222-26, Equal Opportunity;
- G. FAR 52.222-35, Equal Opportunity for Veterans;
- H. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- I. FAR 52.222-37, Employment Reports on Veterans;
- J. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- K. FAR 52.222-41, Service Contract Labor Standards;
- L. FAR 52.222-50, Combating Trafficking in Persons;
- M. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- N. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- O. FAR 52.222-54, Employment Eligibility Verification;
- P. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- Q. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- R. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional

information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. **Cleaning Up.** Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. **Environmental, Safety, Health and Fire Protection.** Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the performance of the Services; thereafter a start order for resumption of performing the Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be

performed or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Services are being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

While other terms in the Agreement apply to the furnishing of all types of Services, the terms in this Article have special application to the furnishing of Goods, and apply notwithstanding the terms in Article 33, Amendments:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Goods by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to seven (7) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of seven (7) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by UC and marked "Confidential Information," or any oral information conveyed to Supplier by UC and followed by a written communication within thirty (30) days that the information is Confidential Information.

This non-disclosure provision will not apply to any of the following:

- A. Information which Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement;
- B. Is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier;
- C. Is obtained lawfully from a third party; or
- D. Is required to be disclosed under the California Public Records Act or legal process.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: <http://www.epa.gov/opptintr/epp/>.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 - 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 - 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC Locations, do not involve furnishing goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department in compliance with UC's required audit standards and procedures (<http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair

Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 - FORCE MAJEURE

Neither party will be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 27 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 28 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 29 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 30 – NOTICES

A party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other party's representative at the address specified by such party.

ARTICLE 31 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 32 – WAIVER

Waiver or non-enforcement by either party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 33 – AMENDMENTS

The parties may make changes in the Services or otherwise amend the Agreement, but only by a writing signed by both parties' authorized representatives.

ARTICLE 34 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 35 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 36 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

ATTACHMENT TO PURCHASING AGREEMENT #C2017118NM

STATEMENT OF WORK

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

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

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

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

2. Term of SOW

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

3. Key Tasks and Activities, Deliverables and Completion Timeframe

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

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

4. UC Obligations

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

5. Place(s) of Performance

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

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

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

6. Key Personnel

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

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

Supplier's Account Management Team is:

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

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

7. Reporting Requirements

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

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

8. Assumptions

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

9. Service Level Agreement

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

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

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

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

10. Pricing

Pricing is addressed below.

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

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

11. Program Requirements

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

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

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

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

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

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

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

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

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

12. Acceptance Criteria and Testing

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

13. Changes to the Services

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

14. No Mandatory Use

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

15. Additional Terms

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

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

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

Read and Understood:

(Signature)

(Printed Name, Title)

(Date)



University of California San Francisco

1855 Folsom Street, Suite 304
San Francisco CA 94103
United States

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jul 23, 2020	B001922630	0
Ship Via	F.O.B.	Payment Terms
Best Carrier-Best Way	Destination	0, Net 0
Buyer Contact Information		
Buyer Name	Buyer Phone	Buyer Email
SF399624	415-476-4361	Russell.Wong@ucsf.edu

Order acceptance instructions:

The terms and conditions of this order are set forth in the University of California's "UC Terms & Conditions" of Purchase" found at <https://www.ucop.edu/procurement-services/policies-forms/index.html> UNLESS the Purchase Order explicitly states that the "UC General Conditions for Construction Mini Form" apply, in which case those terms and conditions (found at http://www.ucop.edu/construction-services/_files/facman/contracts/rmf_general_conditions.docx) apply instead. University of California Purchase Orders are subject to sales tax, unless noted as non-taxable on the specific Purchase Order.

Supplier Information		Delivery Information		Additional PO Contact		
Supplier Name	CITY & COUNTY OF SAN FRANCISCO	Delivery Address	University of California, San Francisco	Requester Name	Edward Samayoa	
Address	1 SOUTH VAN NESS AVE FL 5 OFFICE OF ECON & WORKFORCE DEVT, CITYBUILD PROG SAN FRANCISCO, CA 94103 US	Shipping Attn:	EDWARD SAMAYOA	Requester Email	edward.samayoa@ucsf.edu	
Contract	<i>no value</i>	3333 California St Laurel Hts 103 San Francisco, CA 94118 United States	ShipTo Address	2450103	Requester Phone	+1 415-476-3438
		Code				
		Delivery Information				
		Requested Delivery Date				

Shipping Notes or Instructions

Note to Supplier

As of July 1st

Supplier Terms and Conditions

Line Item Details: Total Lines ordered 1

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Community Construction Outreach Program			136,000.00 USD	1 EA	136,000.00 USD
	Trade	No				
	PO Clauses	Refer below				

Shipping, Handling and Tax charges are calculated and charged by each supplier.

Total

136,000.00 USD

Miscellaneous Information		Send Invoices To	
RUA	Work Order / Quote Nbr	See PO Terms and	<i>no value</i>

*no value**no value*Invoicing
Instructions below**PO Terms and Invoicing Instructions**

Header	Invoice	Invoicing Instructions	
	VPL	Freight Program	<p>Invoices for UCSF campus purchase orders (PO number begins with a B00) must be submitted directly to our e-Invoicing partner, Transcepta. There is no cost to use Transcepta. Visit http://connect.transcepta.com/ucsf to register and submit invoices. For payment questions, contact SupplierInquiry@ucsf.edu or 415-502-3331 for assistance. DO NOT send invoices to this email address. To send a refund check, please visit http://supplychain.ucsf.edu/PAGE for instructions.</p> <p>If shipping charges do not apply to this order please ship via your preferred method. If prepay and add shipping charges contractually apply to this order, please use the following instructions: If this order would ordinarily be shipped via small package carrier, please ship via UPS and bill third party to UPS # 0YR163, FOB Destination or ship via FedEx and bill third party to FedEx # 149756876, FOB Destination. If you are unable to use UPS or FedEx, then please contact Vantage Point Logistics directly at 855-826-8200 ext. 2. Insert our PO# in Recipient Address Line 2 Field (or) the Attention Field. If this is a non-expedited order, ship Ground. If this is an expedited order, ship via Express using the service level required to meet our delivery date. If the order is for a product requiring less than truckload service (typically an order with a combined weight exceeding 150lbs), or for a product not ordinarily shipped via small package carrier, call 844-875-7444 or email LTL@vantagepointlogistics.com to schedule your pick-up and delivery of the items.</p>

UCSF CCOP Grant

Budget Item	Total
<u>OEWD:</u>	
Staff Salary	\$ 70,956.00
Staff Fringe	\$ 47,304.00
Indirect Costs	\$ 17,740.00
Total OEWD Costs	\$ 136,000.00
Total Budget	\$ 136,000.00

From: [Nim, Ken \(ECN\)](#)
To: [Yu, Lisa \(ECN\)](#); [Liedl, Fred \(ECN\)](#)
Cc: [Hand, Jennifer \(ECN\)](#)
Subject: FW: CCOP: Additional Success Indicators and R&R documents
Date: Wednesday, February 24, 2021 5:29:55 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image007.png](#)
[image008.png](#)

Lisa, will the email below suffice for confirmation of exention?

Strength, Resilience, and Community. We are all in this together, and together we will get through this.

Sincerely,

Ken Nim | 嚴德權

CityBuild Director

Office of Economic and Workforce Development, CityBuild Program

1 South Van Ness Ave, 5th Floor

San Francisco, CA 94103

Direct: 415.701.4853 Main: 415.701.4848 Email: Ken.nim@sfgov.org

Fax: 415.701.4894

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www.oewd.org/COVID19

From: Benavides, Benita L <Benita.Benavides@ucsf.edu>

Sent: Tuesday, July 7, 2020 3:44 PM

To: Nim, Ken (ECN) <ken.nim@sfgov.org>

Subject: RE: CCOP: Additional Success Indicators and R&R documents

Hi Ken,

Hope you had a good long weekend. This is the information that I have so far:

1 year extension: \$136,000
ZSFG workforce training fund: \$250,000
ZSFG professional services: \$200,000

I am working with our operations team to finalize the SOW and hopefully get that to you by COB today, if not, tomorrow.

Thank you,
Benita

----- Original message -----

From: "Nim, Ken (ECN)" <ken.nim@sfgov.org>
Date: 7/7/20 2:43 PM (GMT-08:00)
To: "Benavides, Benita L" <Benita.Benavides@ucsf.edu>
Subject: RE: CCOP: Additional Success Indicators and R&R documents

Hi Benita, hope you had a good long weekend. Did you get the contract extension document or final number so I can provide to the finance team? Thanks.

Strength, Resilience, and Community. We are all in this together, and together we will get through this.

Sincerely,

Ken Nim | 嚴德權

CityBuild Director

Office of Economic and Workforce Development, CityBuild Program

1 South Van Ness Ave, 5th Floor

San Francisco, CA 94103

Direct: 415.701.4853 Main: 415.701.4848 Email: Ken.nim@sfgov.org

Fax: 415.701.4894

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From: Nim, Ken (ECN)
Sent: Tuesday, June 30, 2020 5:18 PM
To: Benavides, Benita (UCSF) <Benita.Benavides@ucsf.edu>
Subject: RE: CCOP: Additional Success Indicators and R&R documents

Benita, do you have the final budget numbers for the extension or a proposed number? I need to provide this to our finance team for their budgeting purposes. Thanks for your help.

Strength, Resilience, and Community. We are all in this together, and together we will get through this.

Sincerely,

Ken Nim | 嚴德權
CityBuild Director
Office of Economic and Workforce Development, CityBuild Program
1 South Van Ness Ave, 5th Floor
San Francisco, CA 94103
Direct: 415.701.4853 Main: 415.701.4848 Email: Ken.nim@sfgov.org
Fax: 415.701.4894
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From: Nim, Ken (ECN)

Sent: Thursday, June 25, 2020 4:54 PM

To: Alden, Amiee A <Amiee.Alden@ucsf.edu>; Benavides, Benita (UCSF) <Benita.Benavides@ucsf.edu>

Subject: RE: CCOP: Additional Success Indicators and R&R documents

Amiee, thanks for following up. Yes, these are approved. We look forward to enhancing the program. Take care.

Strength, Resilience, and Community. We are all in this together, and together we will get through this.

Sincerely,

Ken Nim | 嚴德權

CityBuild Director

Office of Economic and Workforce Development, CityBuild Program

1 South Van Ness Ave, 5th Floor

San Francisco, CA 94103

Direct: 415.701.4853 Main: 415.701.4848 Email: Ken.nim@sfgov.org

Fax: 415.701.4894

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From: Alden, Amiee A <Amiee.Alden@ucsf.edu>
Sent: Thursday, June 25, 2020 3:29 PM
To: Benavides, Benita (UCSF) <Benita.Benavides@ucsf.edu>; Nim, Ken (ECN) <ken.nim@sfgov.org>
Subject: RE: CCOP: Additional Success Indicators and R&R documents

Hi Ken,

If these responses are acceptable to you, could you kindly send me and Benita a reply email stating your approval of this scope of work for the one year CCOP contract extension? We can move forward with executing the contract after that. Many thanks. - Amiee

From: Benavides, Benita L <Benita.Benavides@ucsf.edu>
Sent: Thursday, June 25, 2020 9:39 AM
To: Nim, Ken (ECN) <ken.nim@sfgov.org>; Alden, Amiee A <Amiee.Alden@ucsf.edu>; Reyes, Chris (ECN) <chris.reyes@sfgov.org>; Vergara, Christopher (ECN) <chris.vergara@sfgov.org>; Morales, Lilli (ECN) <lilli.morales@sfgov.org>
Subject: RE: CCOP: Additional Success Indicators and R&R documents

Hi Ken,

Many thanks to you and your team for all the work that went in this process. To answer your questions, please see my response in **green**.

All the best,
Benita

From: Nim, Ken (ECN) <ken.nim@sfgov.org>
Sent: Tuesday, June 23, 2020 10:46 PM
To: Benavides, Benita L <Benita.Benavides@ucsf.edu>; Alden, Amiee A <Amiee.Alden@ucsf.edu>; Reyes, Chris (ECN) <chris.reyes@sfgov.org>; Vergara, Christopher (ECN) <chris.vergara@sfgov.org>; Morales, Lilli (ECN) <lilli.morales@sfgov.org>
Subject: RE: CCOP: Additional Success Indicators and R&R documents

Amiee, thank you for your support and pushing the team for enhancing our partnership and providing metrics to share success that is not just provided through CPR data.

Benita, thank you for working with us to finalize the Addendum for Additional Success Indicators for CCOP.

Overall, we agree with Addendum with two points:

1. For “Supportive Services” metric, we are only providing information for Academy participants, correct? Because we don’t provide supportive services for non-Academy participants. **Yes. We’ve come to understand the extent of CB’s capacity in gathering information for this metric and expect reports on Academy participants.**
2. In order for us to provide a comprehensive Success Indicator, we will need to find a solution for LCPtracker data. I hope we can find it from our conversation with LCPtracker. **Yes. I look forward to listening to Monique’s presentation and report my analysis back to Amiee and Paul.**

In addition, we made some minor edits to the CCOP Roles and Resonsibilities attached. Thank you all for the hard work in getting us close to finalizing the Addendums. Take care.

Strength, Resilience, and Community. We are all in this together, and together we will get through this.

Sincerely,

Ken Nim | 嚴德權

CityBuild Director

Office of Economic and Workforce Development, CityBuild Program

1 South Van Ness Ave, 5th Floor

San Francisco, CA 94103

Direct: 415.701.4853 Main: 415.701.4848 Email: Ken.nim@sfgov.org

Fax: 415.701.4894

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www.oewd.org/COVID19

From: Benavides, Benita L <Benita.Benavides@ucsf.edu>

Sent: Tuesday, June 23, 2020 2:28 PM

To: Alden, Amiee (UCSF) <Amiee.Alden@ucsf.edu>; Reyes, Chris (ECN) <chris.reyes@sfgov.org>; Vergara, Christopher (ECN) <chris.vergara@sfgov.org>; Nim, Ken (ECN) <ken.nim@sfgov.org>; Morales, Lilli (ECN) <lilli.morales@sfgov.org>

Subject: CCOP: Additional Success Indicators and R&R documents

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Everyone,

Hope all of you had an enjoyable weekend. I attached the documents that we covered with edits that were requested on the success indicators, and some updates on roles and responsibilities.

All the best,
-Benita

Benita Benavides

Pronouns: she/her/hers, they/them/theirs
Manager, Community Construction Outreach Program (CCOP)
UCSF Office of Community & Government Relations

University of California, San Francisco

3333 California St., Suite 103 | San Francisco, CA 94118
tel: 415.476.9139 | mobile: 628.221.1502
benita.benavides@ucsf.edu



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University of California
San Francisco

University of California San Francisco

Supplier Vendor Information

ATTACHMENT D

STATEMENT OF QUALIFICATIONS

1. Entity
Name: Office of Economic and Workforce Development, CityBuild Program

2. Business Address: 1 South Van Ness Avenue, San Francisco, CA 94103

3. Firm Established: (Year) 1996 Telephone: 415-701-4848

4. Employer Identification Number (EIN):

Note: This is not your Social Security Number

94-6000417

5. Type of Organization: (Check one)

Sole Proprietorship () Partnership () Corporation () Joint Venture ()

Non-Profit Organization () Governmental Agency (X)

Ethnicity: Multi-Ethnic

SBE (Check): Yes

No

MBE/WBE (Check): Yes

No

6. Please identify the name(s) and position(s) of all individuals from your entity who might be assigned.

NAME	POSITION
Emily Chea	Program Manager
Prentiss Jackson	Employment Liaison
Ken Nim	CityBuild Workforce Manager
Michael Carr	Director of Workforce Development

7. Average staff employed in home office: (Average of past 5 years)

OEWD currently employs 120 staff, with an average of 110 staff per year over the past 5 years.

8. Please provide two client references and one city agency reference for similar work. Provide name, title, organization, phone number and email address.

References:

- a. **Paul Klemish**
Project Director
HerreroBoldt
415-762-7434
pklemish@herrero.com
- b. **Bill Wong**
Manager, Employment Quality and Standards
San Francisco International Airport
650-821-1005
Bill.Wong@flysfso.com
- c. **Tilly Chang**
Executive Director
San Francisco County Transportation Authority
415-522-4832
Tilly.Chang@sfcta.org

9. Describe the quality of service that distinguishes your firm.

CityBuild, a unit within the Office of Economic and Workforce Development (OEWD), has over 10 years of experience in providing quality construction sector-based workforce development services to City agencies, developers, contractors, and job seekers. It manages an annual construction portfolio of over 500 private and public construction projects valued at over \$11 billion with various workforce goals and stakeholders in the construction workforce sector. CityBuild prides itself in being the premier construction workforce development and services program in San Francisco.

10. For the services your firm provides, what types of institutions does your firm have experience working with?

OEWD's programs are responsible for strengthening San Francisco's many diverse neighborhoods and commercial corridors, creating a business climate where companies can grow and prosper, and ensuring a continually high quality of life for all San Franciscans. OEWD partners with community-based organizations, local business employers, and city agencies to service all residents of San Francisco.

11. How would your organization project resources needed and effectively flex with changing UCSF project demand? Please be specific.

With CityBuild's long-standing experience in providing community workforce development services, CityBuild can quickly and effectively project resources needed to serve UCSF's project demands as it grows and develops. CityBuild will provide a single point-of-contact to manage UCSF's CCOP to ensure successful program outcomes.

12. Provide examples of similar Construction Outreach Programs this entity has developed and managed.

CityBuild has extensive experience in providing community construction outreach management services for public and private institutions similar to UCSF. CityBuild currently provides construction outreach services for City Enterprise Agencies such as the San Francisco Public Utilities Commission, San Francisco Airport, San Francisco Municipal Transportation Agency and San Francisco Public Works. CityBuild has also provides similar services to CPMC, the San Francisco County Transportation Agency, and OCII (successor to the San Francisco Redevelopment Agency) in addition to private developers.

By:  _____ Ken Nim
(Signature) (Type Name)

Title: CityBuild Workforce Manager

Date: 01/26/2017

Please attach to this form any other information you wish us to consider, such as your firm's brochure or a discussion of your recent work,

January 26, 2017

University of California, San Francisco
Supply Chain Management
1855 Folsom Street, Suite 304
San Francisco, CA 94103

RE: CityBuild response to UCSF's Community Construction Outreach Program RFP

To Whom It May Concern:

In response to the University of California, San Francisco's (UCSF) Community Construction Outreach Program (CCOP) Management Request for Proposals, CityBuild, under the Workforce Development Division of the Office of Economic and Workforce Development (OEWD) proposes to develop and implement a comprehensive Community Workforce Development Program (CWDP) for UCSF's upcoming construction projects.

The goal of the CWDP will be to maximize employment opportunities on upcoming UCSF construction projects for qualified San Francisco construction workers, assist contractors in reaching UCSF's hiring goals, and partner with UCSF CCOP to achieve its objectives. Established in 2006, CityBuild has since developed and implemented a successful, centralized workforce development system that provides training and job placements in San Francisco's construction sector. Additionally, CityBuild has established itself as an expert in local, state and federal workforce policies and utilizes local resources to address workforce goals.

The CityBuild workforce development model operates providing three fundamental services:

1. Employment Networking Services (ENS)
2. CityBuild Academy and Construction Administration and Professional Services Academy (CAPSA)
3. Workforce policy administration and guidance

The Employment Networking Services (ENS) worker referral and placement model links local construction jobseekers with employment opportunities on projects in San Francisco. The CWDP would leverage CityBuild's ENS database of over 5,000 available qualified local construction workers, across all trades and skill levels, to maximize placements on UCSF projects. The database stores extensive worker information including experience, specialized skills, certifications, work



history, and case management notes, and allows CityBuild to respond quickly to requests for workers and provide referrals tailored to match contractors' specific needs. The database also tracks outcomes of referrals and placements to mark successes and data can be generated to identify areas for improvement. Since 2008, CityBuild's ENS model has facilitated roughly 8,000 successful construction job placements on a variety of construction projects.

CityBuild Academy, offered in partnership with the City College of San Francisco, is an 18-week pre-apprenticeship and construction skills training program where San Francisco trainees learn foundational skills and knowledge to enter the construction trades and succeed as new apprentices. Classroom and hands-on training curriculum are provided through our partnerships with the Northern California's Laborer's Apprenticeship Training Committee and Northern California Carpenters Regional Council. Trainees are given the opportunity to obtain several construction-related certifications including OSHA 10, Fall Protection, Skid Steer, and HAZWOPER 40.

CityBuild also offers a Construction Administration and Professional Services Academy (CAPSA). This semester-long training prepares San Francisco residents for entry-level careers as construction office administrators and professional services providers. Many graduates of the training have successfully found long-term work in construction project trailers, contractor offices, and firms that provide construction professional services such as engineering and architecture. Through the CWDP, CAPSA graduates will augment overall placements and strengthen the economic opportunities provided to the community by UCSF projects.

Because the Academy and CAPSA target disadvantaged residents and populations who traditionally lack access to workforce programs, intensive case management, career counseling, and comprehensive supportive services are also included as important components of the trainings. Successful graduates of both training programs receive additional supportive services, including basic tools and union initiation fees, ongoing job placement assistance and retention services throughout their construction careers.

OEWD funds several community-based organizations to partner with CityBuild and provide outreach, recruitment, case management services and job readiness training. In addition to the primary partners, CityBuild also has built robust and successful relationships with local unions, apprenticeship programs and private contractors to ensure successful outcomes for Academy and CAPSA graduates, CityBuild leverages these partnerships to improve and further develop curriculum and training. UCSF project contractors will have access to the successful graduates of CityBuild Academy and CAPSA through the CWDP, as well as the opportunity to shape course curriculum and training modules to suit its specific hiring needs.

CityBuild is committed to assisting UCSF meet its voluntary construction hiring goal. CityBuild is charged with administering many local, state and federal policies on most construction projects in San Francisco. By acting as a resource to contractors and project owners, CityBuild can provide industry insight on employment trends for varying projects. CityBuild staff is familiar with the

availability of workers in the numerous trades. Understanding the nuances of multiple workforce policies allow CityBuild staff to work directly with contractors to assess their hiring needs. Utilizing the ENS referral system as well as continually providing construction training for local residents allows CityBuild to help contractors fulfill their hiring commitments.

To complete the CWDP's services, CityBuild staff will coordinate the collection of certified payroll to analyze local hire data and produce performance reports on a monthly, quarterly, and annual basis. These reports will provide project updates, hiring demographics, milestones, upcoming workforce opportunities, and any other relevant information requested by project stakeholders as directed by UCSF's Office of Strategic Communications & University Relations.

The success of CityBuild's ENS model is due to its multi-faceted approach of assisting local construction jobseekers while supporting construction contractor needs. CityBuild prides itself in being the centralized workforce hiring resource for all contractors in San Francisco. It provides comprehensive assistance to contractors in meeting various construction workforce hiring policies and helps contractors create successful workforce plans on all types of projects. Through the CWDP, UCSF project contractors will have a direct CityBuild point of contact who will educate and support them on showing good faith efforts towards meeting UCSF's voluntary 30% local hire goal. Throughout the life of the projects, the CWDP staff will stay engaged with all contractors to identify employment opportunities for San Francisco residents. With over 10 years of construction workforce experience, CityBuild also brings to the CWDP a vast knowledge of local trade union protocols and great working relationships with all union representatives. These existing relationships will help facilitate worker referrals and increase job placements on UCSF projects.

CityBuild is proposing a comprehensive Community Workforce Development Program that will directly support and advance UCSF's efforts to maximize employment opportunities for qualified San Francisco construction workers on UCSF construction projects, and assist construction employers in reaching their obligations to UCSF. Through established relationships and partnerships with various community-based organizations, local trade unions, construction contractors, and City agencies, the CWDP will effectively educate and inform local workers of employment opportunities on UCSF projects. With two successful training Academies, and a proven track record of outreaching to local workers and assisting contractors through its Employment Networking Services, CityBuild is a proven local leader in developing, implementing, and managing a successful community construction outreach program such as UCSF's Community Workforce Development Program.

Sincerely,



Michael Carr

Director of Workforce Development

Office of Economic and Workforce Development

1. ENTITY TYPE

The mission of the Office of Economic and Workforce Development (OEWD) is to support the ongoing economic vitality of San Francisco by strengthening the City's many diverse neighborhoods and commercial corridors through a variety of essential programs and services. The Workforce Development Division of OEWD coordinates the City's Workforce Development System, which is a network of public, private, and nonprofit service providers that serve San Francisco job seekers and employers. By partnering with community based organizations and the City College of San Francisco, the division's model of workforce services ensures OEWD has a direct impact on recruitment, training and placement opportunities for jobseekers that align with the needs of the local business community.

CityBuild, a unit within the Workforce Development Division, provides construction sector-based workforce development services and compliance oversight to City agencies, developers, contractors, and job seekers. Established in 2006 as a pilot program by then Mayor Newsom and the San Francisco Board of Supervisors, CityBuild has since developed and implemented a city-wide construction workforce training and employment program. CityBuild acts as a centralized system for the San Francisco construction sector by providing three fundamental services: job placement, construction and construction administration job readiness training, and workforce policy oversight.

CityBuild's Employment Networking Services (ENS) link local qualified construction jobseekers to contractors working on San Francisco projects. Since 2008, CityBuild has facilitated roughly 8,000 construction job placements and continues to serve over 2,300 San Francisco construction industry workers annually. To meet the demands of the local construction industry, CityBuild provides comprehensive pre-apprenticeship and construction administration training to San Francisco residents. CityBuild Academy offers an 18-week pre-apprenticeship and construction skills training program at the City College of San Francisco, Evans Campus. CityBuild's Construction Administration and Professional Services Academy (CAPSA) offers a one semester-long administrative skills training program at the City College of San Francisco, Mission Campus. As directed by City legislation, CityBuild is charged with the administration of local, state and federal construction workforce policies covering a majority of construction projects in San Francisco including San Francisco's First Source Hiring program and the San Francisco Local Hiring Policy for Construction. CityBuild maintains MOUs with partner City agencies to provide workforce policy oversight and employment referral services to ensure workforce goals are met.

CityBuild manages an annual construction portfolio of over 500 private and public construction projects valued at over \$11 billion with various workforce goals and stakeholders in the construction workforce sector.

2. LOCAL OFFICE

It is the mission of OEWD to serve the residents and communities of San Francisco by providing access to services throughout the city. CityBuild's administrative offices are located in the Civic Center area of San Francisco. At this main office, CityBuild convenes stakeholder meetings and orientations with contractors, unions, community members, and other City agencies.

CityBuild also provides drop-in services at the Human Services Agency *Career Link Center* in San Francisco's Mission district, where construction jobseekers can meet with CityBuild staff on a one-on-one basis. At this location staff also outreach to and recruit jobseekers by providing job information and program orientations specific to the construction industry. Special attention is given to the recruitment of disadvantaged residents who traditionally lack access to construction-sector jobs. CityBuild also takes this opportunity to intake new jobseekers, assess eligibility, and verify residency information.

CityBuild Academy training is provided at the City College of San Francisco, Evans Campus in the Southeast region of the City. CityBuild's CAPSA training is provided at the City College of San Francisco, Mission Campus. As part of our operation and service to stakeholders, CityBuild staff conduct site visits throughout the City where they actively engage with community organizations, residents and employers on a daily basis.

3. REQUIRED EXPERIENCE

CityBuild has over 10 years of extensive experience with programs similar to the University of California, San Francisco's (UCSF) Community Construction Outreach Program (CCOP) scope of services. A brief summary of workforce policy and outreach is provided, followed by a case study demonstrating CityBuild's specific experience related to the CCOP scope of services.

In 2013, CityBuild was contracted by the San Francisco County Transportation Authority to assist with the development and implementation of the workforce development program on the construction of the Presidio Parkway – an ongoing public-private partnership infrastructure project valued at over \$360 million. CityBuild facilitated job recruitment, placement and retention services, as well as public outreach and education to contractors who were tasked with meeting the goals of the San Francisco First Source Hiring program.

A majority of private developments in San Francisco are subject to the provisions of the First Source Hiring program wherein contractors must demonstrate good faith efforts to hire local and disadvantaged workers by notifying CityBuild of new hiring opportunities. CityBuild works with the developers, owners, and general contractors to ensure that all contractors and subcontractors meet these goals and create job opportunities for disadvantaged workers. Projects subject to First Source hiring include the Transbay Transit Center, SF General Hospital and Salesforce Tower.

The San Francisco Office of Community Investment and Infrastructure (OCII) also partners with CityBuild to facilitate placement opportunities on construction projects that carry a 50% local hiring goal. Many OCII projects are located in the Mission Bay area, including the Kaiser

Permanente Mission Bay Medical Offices and UCSF Family House. CityBuild has worked in the Mission Bay area for several years and has built productive relationships with various community advocacy and activist groups. CityBuild staff is fully engaged in community outreach on a daily basis to target disadvantaged residents seeking employment opportunities on these multi-billion dollar transformative projects.

CityBuild also oversees all public construction projects under the San Francisco Local Hiring Policy for Construction, one of the nation's first mandatory Local Hire programs. City enterprise agencies, such as the San Francisco Public Utilities Commission, San Francisco Airport, and San Francisco Municipal Transportation Agency, contract with CityBuild to assist their contractors in meeting local hiring requirements and to interface with department project and construction managers regarding project performance. Projects subject to the Local Hiring Policy include the Moscone Convention Center Expansion project and War Memorial Opera House.

Training Academies Tailored to Contractor Needs

To maximize placement opportunities on local projects, CityBuild leverages its two training Academies to supply new construction apprentices and entry-level administrative staff to project contractors.

CityBuild Academy offers an 18-week pre-apprenticeship and construction skills training where trainees learn foundational skills and knowledge to enter the construction trades and succeed as new apprentices. Trainees are given the opportunity to obtain construction-related certifications such as OSHA 10, Forklift, Skid Steer, Fall Protection, CPR and First Aid. In an ongoing effort to strengthen and expand the Academy curriculum, CityBuild also partners with various union apprenticeship programs to provide specialized training sessions, resulting in direct entry opportunities for graduates into select apprenticeship programs. Since 2006, CityBuild Academy has trained over 1,000 San Francisco residents, placed the graduates in each of the 26 construction trades across the sector, and has maintained a successful trainee placement rate of roughly 90%.

Contractors also benefit from the CAPSA program, a one semester-long training program that prepares San Francisco residents for entry-level careers as professional construction office administrators for firms providing professional services in the industry. The bi-annual training is intensive and participants graduate with knowledge of the construction sequence of work, construction office accounting, construction project coordination and other professional skills. Since 2010, over 300 San Francisco residents have completed the program with many of the successful graduates finding work with contractors on large-scale projects.

Sustainable Partnerships with Education, Labor and the Community

The CityBuild Academies are the primary construction sector-based trainings in San Francisco. CityBuild works with various training partners to ensure the success of the trainings. CityBuild partners with community-based nonprofit organizations such as Mission Hiring Hall (MHH), Charity Cultural Services Center (CCSC), Young Community Developers (YCD), and A. Philip Randolph Institute of San Francisco (APRI) for outreach, recruitment, and job readiness training

services. MHH and CCSC are also the lead providers of case management and comprehensive supportive services to participants of CityBuild Academy. MHH is the lead administrator of the CAPSA training.

The City College of San Francisco is the primary training facility partner, and provides training space and instructors at both their Evans Campus and Mission Campus. Curriculum for the construction skills training is provided through our partnership with the Northern California's Laborer's Apprenticeship Training Committee. Curriculum for CAPSA training is provided by HerreroBoldt Joint Venture, a contractor partner. Students in both programs have the option to receive college credit for completed courses.

In addition to providing specialized training opportunities and direct entry agreements for CityBuild trainees, local union and apprenticeship program representatives regularly participate in the selection of training candidates and work-readiness assessments of trainees. Many employers and contractors are fully engaged with CityBuild as industry experts. They provide input on updating certifications for apprentices, assessment of work-readiness, and improvements to the worker referral process. Most importantly, contractors trust CityBuild as a resource for qualified local workers and consistently recruit new workers through its training Academies.

Leveraging Data to Maximize Hiring Outcomes

As part of its portfolio of workforce services, CityBuild also utilizes data available through a cloud-based certified payroll record (CPR) system to generate monthly, quarterly, and annual reports which provide progress updates for project stakeholders, such as the Board of Supervisors, project owners and community members. These reports include updates on project status, local hiring performance, project milestones, and upcoming workforce opportunities. CityBuild also provides annual reports and public presentations to various Commissions that govern the agreement between the CityBuild and project owners.

CityBuild maintains a cloud-based database and CRM that currently consists of over 5,000 active local construction workers across all trades and levels and is used to identify local worker referrals. Worker information is updated on a regular basis to ensure that eligibility criteria are met, such as residency, union status, or the addition of newly acquired certifications.

Case Study: California Pacific Medical Center

In 2013 CityBuild was contracted by the California Pacific Medical Center (CPMC) to assist in the development and implementation of their workforce program on three ongoing major construction projects valued at over \$1.5 billion: Van Ness and Geary Hospital Campus, St. Luke's Replacement Hospital, and Van Ness Garage and Medical Office Building.

CPMC implemented a 30% local hiring goal across all three projects. In its role as workforce program lead, CityBuild provided guidance and expert knowledge to CPMC stakeholders on topics ranging from workforce policy to community outreach. To assist CPMC in achieving the 30% goal, CityBuild provided Employment Networking Services (ENS) to construction

contractors, recruited local workers, and created training opportunities to expand the construction apprentice pipeline for sustainable and successful workforce performance. Since 2013, CPMC's trio of construction projects have maintained a 29% local hiring average and contractors continue to work toward meeting the 30% overall goal at project completion.

As part of the ENS for the CPMC projects, CityBuild staff regularly outreach to targeted communities, recruit and educate jobseekers regarding available job opportunities. Jobseekers attend monthly orientations to learn about upcoming job opportunities and their hiring or training requirements. Interested jobseekers then proceed through an extensive intake process where CityBuild staff screen their qualifications, union status, and verify San Francisco residency. Once vetted, jobseekers are added to CityBuild's comprehensive database of available local construction trade workers.

As new contractors begin work on the CPMC projects, CityBuild convenes pre-construction meetings with contractors to educate them on the local hiring goals and to offer ENS to connect contractors with CityBuild's database of available and qualified local construction trade workers. Thanks to long-standing and positive relationships with local trade unions, CityBuild is knowledgeable about trade-specific dispatch protocols and can facilitate placement of worker referrals. Specifically, CityBuild has received support from CPMC to facilitate additional training to meet the specific needs of the project. In partnership with CPMC and The Herrick Corporation, CityBuild coordinated a training through the Ironworkers Joint Apprenticeship Training program which allowed CityBuild Academy graduates to receive additional welding certifications. Upon completion of the training, Herrick employed the newly-trained structural steel ironworkers on CMPC and provided employment opportunities while contributing to the local workforce goals.

4. PERSONNEL ASSIGNMENT – KEY STAFF

To perform the duties as listed in the CCOP's scope of services, CityBuild would assign one principal staff to implement and administer UCSF's CCOP with oversight from the CityBuild Manager and Director of OEWD's Workforce Development Division.

Principal Staff – Emily Chea – Program Manager

Emily Chea would act as the primary project staff in her role as the UCSF CCOP Program Manager. Ms. Chea has over 7 years of San Francisco construction workforce experience with an expansive knowledge of the construction industry. She has established relationships with various construction industry stakeholders including community members, construction contractors, local unions, and city agencies.

Principal Staff – Prentiss Jackson – Employment Liaison

Prentiss Jackson will work in tandem with the Program Manager to identify qualified local construction workers to refer to opportunities created through the CCOP. Mr. Jackson has over 8 years of workforce experience with a focus in construction. He has established strong

relationships with local community members, trade unions and city agencies. Mr. Jackson is also experienced in case management providing direct services to local jobseekers.

Management Staff – Ken Nim – CityBuild Workforce Manager

Ken Nim will provide immediate supervision and oversight of Ms. Chea and her work with the UCSF CCOP. Mr. Nim has over 10 years of San Francisco construction workforce experience, and was one of the original staff members when CityBuild was established. His previous workforce development experience is working in nonprofits serving the disadvantaged communities across San Francisco. He manages the CityBuild Workforce Compliance team and provides workforce hiring policy oversight on CityBuild construction projects.

Management Staff – Michael Carr – Director of Workforce Development Division

Michael Carr will continue to foster relationships and partnerships with key industry stakeholders to ensure success of the workforce program. Mr. Carr oversees programs within the Workforce Development Division of OEWD.

5. MINIMUM INSTITUTIONAL EXPERIENCE

CityBuild has over 10 years of extensive experience in providing community construction outreach management services for public and private institutions similar to UCSF. CityBuild currently provides construction outreach services for City Enterprise Agencies such as the San Francisco Public Utilities Commission, San Francisco Airport, San Francisco Municipal Transportation Agency and San Francisco Public Works, which oversees all construction projects at San Francisco General Hospital. CityBuild has also provides similar services to CPMC, the San Francisco County Transportation Agency, and OCII (successor to the San Francisco Redevelopment Agency).

Specific to projects connected to the University of California, CityBuild has administered good-faith First Source hiring goals on the UC Hastings College of the Law parking garage and has referred local workers to contractors working on the expansion of the UCSF Parnassus campus.

In addition, CityBuild has also administered a variety of workforce policies on large San Francisco developments such as the Chinese Hospital Replacement project with DPR contractors, Public Safety Building with Charles Pankow Builders, City College of San Francisco – Chinatown/North Beach Campus with Bovis/Lend Lease, San Francisco General Hospital Rebuild project and SFPUC Headquarters Building with Webcor Builders, San Francisco International Airport Terminal 2 Rebuild with Turner Construction, and many others.

CityBuild has provided workforce services on projects throughout all San Francisco neighborhoods including Mission Bay, Bayview, Potrero Hill, Downtown, Western Addition, Tenderloin, and the Inner Sunset.

6. ABILITY TO PROVIDE SPECIFIC SERVICES

CityBuild possesses considerable experience in providing community construction outreach management services, and has the proven ability to provide an all-inclusive workforce development service with demonstrated experience in all aspects of the work requested.

For over 10 years, CityBuild has built a successful centralized workforce system that consists of extensive outreach and recruitment, training, and an efficient worker referral and placement process. CityBuild's Employment Networking Services database is comprised of local construction workers who were identified as available and qualified through an intensive intake and assessment process. The database is used to provide appropriate worker referrals for contractors and subcontractors. It stores extensive worker information including experience, specialized skills, certifications, and work history – all of which lead to successful referrals and maximized placements. The database also tracks worker referral and placement outcomes to mark successes and identify areas for improvement.

Through CityBuild's long history and strong relationships with local building trade unions, staff are well-versed on union-specific dispatch protocols and worker requirements. Staff are familiar with hiring hall dispatch hours, name call privileges, and the idiosyncrasies of particular unions. Specifically, CityBuild has built meaningful relationships with 28 unions and apprenticeship programs, such as the Northern California Carpenters Local #22, Northern California District Council of Laborers Local #261, Plasterers & Cement Masons Local #300, Operating Engineers Local #3.

As the primary administrator of all San Francisco workforce hiring policies, CityBuild has also developed successful working relationships with most contractors who work on San Francisco projects. Contractors and subcontractors are well versed in CityBuild services and have built a great rapport with staff. Contractors routinely turn to CityBuild for local worker referrals. Likewise, CityBuild staff understand the fast-paced nature of the construction industry and work to accommodate contractor needs and priorities.

As part of a City agency itself, CityBuild frequently partners and collaborates with other City agencies involved in the construction industry such as the Department of Building Inspection, the San Francisco Planning Department, and the Office of Labor Standards Enforcement.

7. EQUAL EMPLOYMENT OPPORTUNITY

OEWD is committed to equal employment opportunity. It is OEWD's policy to ensure:

- equal opportunity to all employees and applicants;
- that employees be selected and promoted based on merit and without discrimination;

- reasonable accommodations for qualified employees and applicants that require them.

OEWD prohibits discrimination and harassment on the basis sex, race, age, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, sexual orientation, gender, gender identity, gender expression, military and veteran status, or other protected category under the law.

OEWD also prohibits retaliation against an individual who reports, files a complaint of, or otherwise opposes conduct he or she reasonably believes to be unlawful discrimination, harassment, or retaliation, or assists in the investigation of a complaint.

8. CONTRACT LANGUAGE

CityBuild is willing to accept the contract language, including indemnification and insurance requirements, and will execute the Professional Services Agreement as written if awarded the project.

9. PRICING

To provide the key services outlined in this proposal, CityBuild proposes a total cost of \$1,087,514.75 over a three year term, with the option to extend for two additional years at the rates outlined below.

SALARY AND FRINGE	FTE	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Employment Liaison	0.75	\$107,745.00	\$111,771.75	\$115,125.00	\$118,578.75	\$122,136.00
Compliance & Employment Liaison	1	\$157,148.00	\$162,974.00	\$167,863.00	\$172,899.00	\$178,086.00
Workforce Compliance Manager	0.1	\$19,460.00	\$20,176.00	\$20,781.00	\$21,404.00	\$22,047.00
Director of Workforce Development	0.1	\$25,229.00	\$26,149.00	\$26,933.00	\$27,741.00	\$28,573.00
Indirect Cost Rate (11.13%)		\$34,456.48	\$35,735.17	\$36,807.13	\$37,911.31	\$39,048.71
TOTAL		\$344,038.48	\$356,805.92	\$367,509.13	\$378,534.06	\$389,890.71



University of California
San Francisco

University of California San Francisco

Supplier Vendor Information

ATTACHMENT D

STATEMENT OF QUALIFICATIONS

1. Entity
Name: Office of Economic and Workforce Development, CityBuild Program
2. Business Address: 1 South Van Ness Avenue, San Francisco, CA 94103
3. Firm Established: (Year) 1996 Telephone: 415-701-4848
4. Employer Identification Number (EIN):
Note: This is not your Social Security Number 94-6000417
5. Type of Organization: (Check one)

 Sole Proprietorship () Partnership () Corporation () Joint Venture ()

 Non-Profit Organization () Governmental Agency (X)

 Ethnicity: Multi-Ethnic

 SBE (Check): Yes No

 MBE/WBE (Check): Yes No

6. Please identify the name(s) and position(s) of all individuals from your entity who might be assigned.

NAME	POSITION
Emily Chea	Program Manager
Prentiss Jackson	Employment Liaison
Ken Nim	CityBuild Workforce Manager
Michael Carr	Director of Workforce Development

7. Average staff employed in home office: (Average of past 5 years)

OEWD currently employs 120 staff, with an average of 110 staff per year over the past 5 years.

8. Please provide two client references and one city agency reference for similar work. Provide name, title, organization, phone number and email address.

References:

- a. **Paul Klemish**
Project Director
HerreroBoldt
415-762-7434
pklemish@herrero.com
- b. **Bill Wong**
Manager, Employment Quality and Standards
San Francisco International Airport
650-821-1005
Bill.Wong@flysfso.com
- c. **Tilly Chang**
Executive Director
San Francisco County Transportation Authority
415-522-4832
Tilly.Chang@sfcta.org

9. Describe the quality of service that distinguishes your firm.

CityBuild, a unit within the Office of Economic and Workforce Development (OEWD), has over 10 years of experience in providing quality construction sector-based workforce development services to City agencies, developers, contractors, and job seekers. It manages an annual construction portfolio of over 500 private and public construction projects valued at over \$11 billion with various workforce goals and stakeholders in the construction workforce sector. CityBuild prides itself in being the premier construction workforce development and services program in San Francisco.

10. For the services your firm provides, what types of institutions does your firm have experience working with?

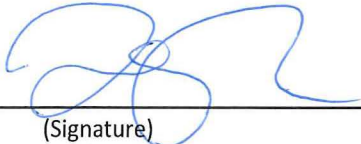
OEWD's programs are responsible for strengthening San Francisco's many diverse neighborhoods and commercial corridors, creating a business climate where companies can grow and prosper, and ensuring a continually high quality of life for all San Franciscans. OEWD partners with community-based organizations, local business employers, and city agencies to service all residents of San Francisco.

11. How would your organization project resources needed and effectively flex with changing UCSF project demand? Please be specific.

With CityBuild's long-standing experience in providing community workforce development services, CityBuild can quickly and effectively project resources needed to serve UCSF's project demands as it grows and develops. CityBuild will provide a single point-of-contact to manage UCSF's CCOP to ensure successful program outcomes.

12. Provide examples of similar Construction Outreach Programs this entity has developed and managed.

CityBuild has extensive experience in providing community construction outreach management services for public and private institutions similar to UCSF. CityBuild currently provides construction outreach services for City Enterprise Agencies such as the San Francisco Public Utilities Commission, San Francisco Airport, San Francisco Municipal Transportation Agency and San Francisco Public Works. CityBuild has also provides similar services to CPMC, the San Francisco County Transportation Agency, and OCII (successor to the San Francisco Redevelopment Agency) in addition to private developers.

By:  _____ Ken Nim
(Signature) (Type Name)

Title: CityBuild Workforce Manager

Date: 01/26/2017

Please attach to this form any other information you wish us to consider, such as your firm's brochure or a discussion of your recent work,

President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 554-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: July 7, 2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

- Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

- Transferring (Board Rule No 3.3)

File No. _____

(Primary Sponsor)

Title. _____

See the attached two trailing pages for a list of transferring files.

From: Government Audit & Oversight Committee

To: Budget & Finance Committee

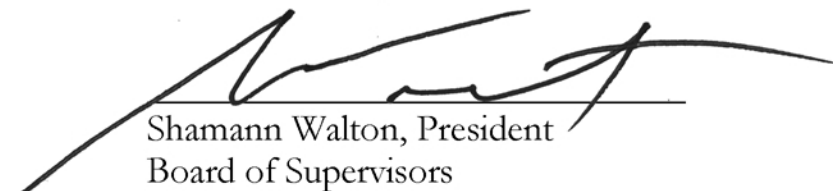
- Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____ Replacing Supervisor: _____

For: _____ Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting



Shamann Walton, President
Board of Supervisors

210534 - Administrative Code and Amending Ordinance No. 49-17 - Deferring Payments to and Use of the 180 Jones Affordable Housing Fund

210635 - Lease Amendment No. 2 - Stellar Partners, Inc. - Boarding Area F Specialty Store Lease No. 12-0086 - Term Extension

210607 - Accept and Expend Grant - Retroactive - University of California San Francisco - Construction Community Outreach Program - \$136,000

210608 - Accept and Expend Grant - Retroactive - Development of Commerce - CARES Act Recovery Assistance Revolving Loan Fund - \$550,000

210675 - Lease Agreement - Genesco Partners Joint Ventures #11 - Harvey Milk Terminal 1 Retail Concession - \$365,000 Minimum Annual Guarantee

210676 - Lease Agreement - Culinary Heights Hospitality - Harvey Milk Terminal 1 Food and Beverage Concession Leases in Phases 3 and 4 - Lease 13, Lease No. 20-0043 - \$385,000 Minimum Annual Guarantee

210679 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Paul Coverdell Forensic Science Improvement Program - \$61,437

210680 - Accept and Expend Grant - Retroactive - United States Homeland Security - California Office of Emergency Services - Bay Area Urban Areas Security Initiative - \$33,012,500

210681 - Accept and Expend Grant - Retroactive - United States Homeland Security - Securing the Cities Program - FY2020 - \$3,065,800

210682 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - FY2020 Community Power Resiliency Grant Program - \$189,005

210683 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210685 - Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services - Public Safety Power Shutoff Resiliency Allocation Program - FY2019 - \$378,010

210693 - Accept and Expend Grant - Retroactive - Health Resources and Services Administration - Ending the Human Immunodeficiency Virus Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B - \$2,667,000

210713 - Professional Services Agreement Amendment - Calpine Energy Solutions, LLC - Community Choice Aggregation Program - Not to Exceed \$32,645,425

210721 - Apply for Grants - FY2021, FY2022, and FY2023 Emergency Preparedness Grants

210735 - Lease Extension Modification - 2011 Lease and Use Agreement - TACA International Airlines, S.A. - Estimated Rent \$4,301,668

210736 - Lease Agreement - ProperFood SFO Airport, LLC - Harvey Milk Terminal 1 Food and Beverage Concession Lease in Phases 3 and 4 - Lease 10, Lease No. 20-0041 - \$275,000 Minimum Annual Guarantee

210737 - Real Property Lease Amendment - Townsend Associates, LLC - 650-5th Street - \$159,200 Annual Base Rent

- 210738 - Real Property Lease Extension - Mattison Family Trust - 555-575 Polk Street - \$500,364 Annual Base Rent
- 210740 - Health Service System Plans and Contribution Rates - Calendar Year 2022
- 210742 - Accept and Expend Grant - Retroactive - John D. and Catherine T. MacArthur Foundation - Safety and Justice Challenge - Amendment to the Annual Salary Ordinance for FYs 2020-2021 and 2021-2022 - \$2,000,000
- 210743 - Accept and Expend Grant - Retroactive - U.S. Department of Justice - Justice Reinvestment Initiative - Amendment to Annual Salary Ordinance - FYs 2020-2021 and 2021-2022 - \$1,000,000
- 210763 - Loan Agreement - 2550 Irving Associates, L.P. - 100% Affordable Housing at 2550 Irving Street - Not to Exceed \$14,277,516
- 210764 - Loan Agreement - Ambassador Ritz Four Percent, L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$44,465,000
- 210765 - Multifamily Housing Revenue Note - Ambassador Ritz Four Percent L.P. - 55 Mason Street and 216 Eddy Street - Not to Exceed \$56,039,857
- 210766 - Multifamily Housing Revenue Bonds - 151 and 351 Friedell Street (Hunters Point Shipyard Phase 1 Blocks 52 and 54) - Not to Exceed \$63,000,000
- 210767 - Multifamily Housing Revenue Bonds - 1500 Block of Sunnysdale Avenue (Sunnysdale HOPE SF Block 3B) - Not to Exceed \$58,750,000
- 210768 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Community Development Block Grant Program (CDBG) - \$24,737,307 - FY2021-2022
- 210769 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Emergency Solutions Grants (ESG) Program - \$1,590,749 - FY2021-2022
- 210770 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - HOME Investment Partnership Program - \$5,261,731 - FY2021-2022
- 210771 - Apply for, Accept, and Expend Grant - Retroactive - U.S. Department of Housing and Urban Development - Housing Opportunities for Persons with AIDS (HOPWA) Program - \$12,977,602 - FY2021-2022
- 210774 - Real Property Lease Extension - BC Capp, LLC - Homeless Resource Center - 165 Capp Street - \$270,685 Annual Base Rent
- 210775 - Lease of Real Property - SFSPE TG, LLC, SFSPE T1, LLC, SFSPE MH, LLC and SFSPE OBI LLC - 1360 Mission Street - \$644,404 Annual Base Rent - Up to \$200,000 in Tenant Improvements

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Lisa Pagan, Director of Policy and Planning,
Office of Economic and Workforce Development

DATE: March 19, 2021

SUBJECT: Accept and Expend Resolution

GRANT TITLE: UCSF CCOP Grant

Attached please find the original* and one copy of each of the following:

 x Proposed grant resolution; original* signed by Department, Mayor, Controller

 x Grant information form, including disability checklist

 x Grant budget

 N/A Grant application

 x Letter of Intent or grant award letter from funding agency

 N/A Ethics Form 126 (if applicable)

 x Contracts, Leases/Agreements (if applicable)

 x Other (Explain): PO# B001922630

Special Timeline Requirements:

Program begins July 1, 2020

Departmental representative to receive a copy of the adopted ordinance:

Name: Lisa Pagan

Phone/Email: lisa.pagan@sfgov.org

Interoffice Mail Address: 1 Dr. Carlton B. Goodlett Pl., City Hall, Room 448, San Francisco, CA 94102

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).