**File No.** 260727 **Committee Item No.** 8
**Board Item No.** _____

# COMMITTEE/BOARD OF SUPERVISORS

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**Committee:** Budget and Finance Committee **Date** July 22, 2026
**Board of Supervisors Meeting** **Date** _____

## Cmte Board

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| ☒ | ☐ | **Resolution** |
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**OTHER** **(Use back side if additional space is needed)**

| | | |
|---|---|---|
| ☒ | ☐ | Original Contract 8/28/2020 |
| ☒ | ☐ | Amendment No. 1 5/17/2022 |
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| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |

**Completed by:** Brent Jalipa **Date** July 15, 2026
**Completed by:** Brent Jalipa **Date** _____

[Contract Amendment - Resource Design Interiors - System Furniture - Not to Exceed $17,750,000]

**Resolution approving the Third Amendment between the City and County of San Francisco, acting by and through the Office of Contract Administration, and Resource Design Interiors for system furniture, increasing the amount by $8,750,000 for a total not to exceed amount of $17,750,000; extending the term by three years, three months, and 17 days from September 14, 2026, for a term of nine years from January 1, 2021, to December 31, 2029; and authorizing the Office of Contract Administration to make necessary, non-material changes to the Amendment prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary or advisable to effectuate the purposes of the Agreement.**

WHEREAS, On September 22, 2020, the Office of Contract Administration issued an Invitation for Bids ("IFB") for system furniture; and

WHEREAS, Resource Design Interiors submitted a bid and was the lowest responsive and responsible bidder; and

WHEREAS, The Office of Contract Administration awarded the contract to Resource Design Interiors; and

WHEREAS, On December 10, 2020, the Office of Contract Administration and Resource Design Interiors entered into an agreement for system furniture ("Original Agreement"); and

WHEREAS, The Original Agreement has a term of January 1, 2021, through September 14, 2023, and a not to exceed amount of $9,000,000; and

WHEREAS, The Office of Contract Administration amended the Original Agreement on May 17, 2022, to extend the term to September 14, 2026, and increase labor prices per the terms of the contract ("Contract Modification 1"); and

WHEREAS, The Office of Contract Administration amended the Contract a second time on December 18, 2024, to increase labor prices per the terms of the contract ("Contract Modification 2"); and

WHEREAS, The Office of Contract Administration wishes to amend the agreement a subsequent time by extending the term to December 31, 2029, and increasing the maximum expenditure by $8,750,000 to $17,750,000 ("Third Amendment"); and

WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, costs the City $10,000,000 or more; and

WHEREAS, The proposed Amendment contained in File No. 260727, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Amendment in substantially the form contained in File No. 260727; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes The Office of Contract Administration to make any modifications to the Amendment, prior to its final execution by all parties, that The Office of Contract Administration determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Amendment, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by all parties, The Office of Contract Administration shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 260727; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved Amendment.

| Items 7 & 8<br>Files 26-0726 & 26-0727 | Department:<br>Office of Contract Administration |
|---|---|

## EXECUTIVE SUMMARY

### Legislative Objectives

- The proposed resolutions would approve the third amendments to the OCA contracts with Resource Design Interiors (RDI) for 1) seating and ancillary furniture to increase the amount by $1,630,000 for a total not to exceed amount of $10,630,000 and to extend the term by three years through September 14, 2029 (File 26-0726) and 2) for office system furniture to increase the amount by $8,750,000 for a total not to exceed amount of $17,750,000 and to extend the term by more than three years through December 31, 2029 (File 26-0727).

### Key Points

- Based on the results of solicitations conducted by the Office of Contract Administration (OCA), OCA awarded two contracts to Resource Design Interiors to provide office furniture and seating for City departments. The two contracts expire on September 14, 2026.
- The City's contracts allow departments to obtain catalog discounts for furniture, which is applied by product category, and with reductions ranging from 50.5 percent to 80.25 percent from the manufacturers' published list prices. Hourly service rates for delivery and assembly are also included in both contracts, varying based on the time and day of delivery.

### Fiscal Impact

- The proposed resolutions approve the contracts with a combined not-to-exceed amount of $28,380,000 over the nine-year terms. This includes $10,630,000 for the seating and ancillary furniture contract and $17,750,000 for the office system furniture contract.
- To date, departments have spent approximately $0.9 million annually on seating and ancillary furniture and $1.4 million annually on office system furniture under the two contracts.
- These contracts will be funded by the budgets of City departments that buy seating and office furniture.

### Recommendation

- Approve the proposed resolutions.

## MANDATE STATEMENT

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

## BACKGROUND

The Office of Contract Administration (OCA) manages the procurement of office furniture and seating for City departments. Two of the City's existing term contracts for furniture are set to expire on September 14, 2026.

**Invitation for Bids**

On July 8, 2020, the Office of Contract Administration (OCA) issued an Invitation for Bids (IFB) for system furniture. The solicitation included three aggregates: office system furniture, seating, and ancillary furniture. Awards for each aggregate were based on the lowest-priced, most responsive, and responsible bidder.

Because the original solicitation resulted in only two awards for Aggregate 1 despite specifying that three contracts would be issued, OCA released a second IFB on September 22, 2020 to rebid the office system furniture category. Exhibit 1 below shows the results from the original invitation for bids.

**Exhibit 1: Original Invitation for Bids Results (Aggregates 1-3)**

| Ranking | Aggregate 1 | Aggregate 2 | Aggregate 3 |
|---|---|---|---|
| 1 | KBM** | Corner Office | Corner Office |
| 2 | MG West | SamClar | SamClar |
| 3 | SamClar | **RDI** | **RDI** |
| | RDI | Vangard* | KBM |
| | Pivot* | MG West* | MG West* |
| | Vangard* | Pivot* | Vangard* |
| | One Workplace* | KBM** | One Workplace* |
| | | One Workplace* | Pivot* |

Source: OCA
Note: Gray shading indicates contract award
*Proposer determined to be non-responsive
**Proposer subsequently rescinded bid

Resource Design Interiors (RDI) received a contract award for seating (Aggregate 2) and ancillary furniture (Aggregate 3) under the original solicitation and was subsequently awarded a contract for office system furniture (Aggregate 1) following the 2020 rebid. Exhibit 2 below shows the results from the second invitation for bids for Aggregate 1.

**Exhibit 2: Aggregate 1 Re Bid Results**

| Ranking | Proposer |
|---|---|
| 1 | **RDI** |
| | KBM* |
| | Pivot |
| | Vangard** |

Source: OCA
Note: Gray shading indicates contract award
*Proposer determined to be non-responsive
**Proposer subsequently rescinded bid

**RDI Contract for Seating and Ancillary Furniture (Aggregates 2 & 3)**

The original contract with RDI for seating and ancillary furniture had a total not-to-exceed amount of $9,000,000 with a contract term from September 15, 2020, to September 14, 2023, with options to extend through September 14, 2029 for a maximum term of nine years.

The contract was amended on May 18, 2022, to extend the term for three years, resulting in a new end date of September 14, 2026, and to increase pricing for delivery and assembly of furniture. The contract not to exceed amount was left unchanged.

The contract was amended a second time on October 25, 2024, to increase pricing for delivery and assembly of furniture. The contract not to exceed amount and the contract duration were unchanged.

**RDI Contract for Office System Furniture (Aggregate 1)**

The original contract with RDI for office system furniture had a total not-to-exceed amount of $9,000,000 and a contract term from January 1, 2021, to September 14, 2023. The contract included options to extend the contract through December 31, 2029 for a maximum total term of nine years.

The contract was amended on May 17, 2022, to increase pricing for delivery and assembly of furniture and extend the contract for three years, with a new end date of September 14, 2026. The contract not to exceed amount was left unchanged.

The contract was amended a second time on December 18, 2024, to increase pricing for delivery and assembly of furniture and pricing for project and design managers. The contract not to exceed amount and the contract duration were unchanged.

## DETAILS OF PROPOSED LEGISLATION

**File 26-0726:** The proposed resolution would approve the third amendment to the OCA contract with RDI for seating and ancillary furniture to increase the amount by $1,630,000 for a total not to exceed amount of $10,630,000 and to extend the term by three years through September 14, 2029.

**File 26-0727**: The proposed resolution would approve the third amendment to the OCA contract with RDI for office system furniture to increase the amount by $8,750,000 for a total not to exceed amount of $17,750,000 and to extend the term by more than three years through December 31, 2029.

**Overview of Product Discounts and Service Rates**

Both contracts establish discount rates for various products as well as hourly rates for delivery and other services. The discount rates for furniture are fixed for the duration of the agreements, but the hourly service rates can be increased based on changes to the consumer price index. The proposed contract amendments maintain the existing discount rates and hourly service rates.

*Seating and Ancillary Furniture (File 26-0726)*

The seating and ancillary furniture contract establishes discounted pricing for multiple Knoll and Herman Miller seating and ancillary furniture lines. Discount levels range from 50.5 percent to 80.25 percent, depending on the product category. The contract also includes hourly service rates for delivery and assembly. These rates vary based on the time and day of delivery, with a regular-hour delivery rate of $109.42 per hour, and a night or weekend delivery rate of $145.55 per hour.

*Office System Furniture (File 26-0727)*

The office system furniture contract covers the components of modular office furniture, all of which receive a consistent 80.25 percent discount. The hourly rates for project management and design services are $98.06 and $77.42, respectively. The hourly rates for delivery are $109.42 during regular-hours and $145.55 during nights and weekends.

**Performance**

City departments are responsible for documenting performance issues and contacting OCA for support if needed. According to OCA staff, OCA has not received any concerns from departments regarding performance under the two contracts.

## FISCAL IMPACT

The proposed resolutions approve the contracts with a combined not-to-exceed amount of $28,380,000 for the potential 9-year maximum contract period. This includes $10,630,000 for the seating and ancillary furniture contract and $17,750,000 for the office system furniture contract, as shown in Exhibit 3 below.

**Exhibit 3: Not to Exceed Amounts**

| | Seating & Furniture File 26-0726 | Office System Furniture File 26-0727 |
|---|---|---|
| Spend to Date (As of May 11, 2026) | $5,246,245 | $7,701,256 |
| Additional Funds Needed Based on Historical Spend | 3,106,062 | 5,236,539 |
| Additional Funds Needed (PUC Anticipated Spend) | 1,500,000 | 3,500,000 |
| Contingency (25% of additional needed based on historical spend) | 776,515 | 1,309,135 |
| Total Budget and Contingency | 10,628,822 | 17,746,930 |
| **Rounded Not to Exceed Amount** | **$10,630,000** | **$17,750,000** |

Source: OCA

*Seating and Ancillary Furniture (File 26-0726)*

The City has spent an average of $77,321 per month, or approximately $0.9 million annually, under this contract since it began on September 15, 2020. Using this average, OCA calculated that the not to exceed amount must be increased to $10,630,000 to provide funding through the new end date. This total includes an additional $1,500,000 for anticipated San Francisco Public Utilities Commission (PUC) purchases related to office renovations, workspace changes, the relocation of employees, and other facility improvements across PUC sites, along with a 25 percent contingency for possible price increases and higher usage, as allowed under the contract.

*Office System Furniture (File 26-0727)*

The City has encumbered an average of $119,771 per month, or approximately $1.4 million annually, since the contract began on January 1, 2021. Using this average, OCA estimated that the not to exceed amount must be raised to $17,750,000 to provide funding through the revised end date. This total includes an additional $3,500,000 for anticipated PUC purchases related to office renovations, workspace adjustments, employee relocations, and other facility improvement projects across PUC sites, and a 25 percent contingency to address possible cost increases and higher usage, as allowed under the contract.

**Historical Spend by Department**

Exhibit 4 below shows the top six user departments from the highest usage to the lowest for both contracts. These departments account for approximately 87 percent of spending across the two contracts.

**Exhibit 4: Highest Spending by Department, As of July 7, 2026**

| Department | Seating & Furniture (File 26-0726) | Office System Furniture (File 26-0727) | Total | % of Total |
|---|---|---|---|---|
| Airport | $1,352,857 | $2,633,033 | $3,985,890 | 29.5% |
| Public Works | 1,117,729 | 1,520,703 | 2,638,432 | 19.5% |
| Human Services Agency | 548,518 | 1,583,743 | 2,132,261 | 15.8% |
| City Administrator | 947,240 | 378,734 | 1,325,974 | 9.8% |
| Human Resources | 260,729 | 669,576 | 930,305 | 6.9% |
| Public Utilities Commission | 407,624 | 361,011 | 768,635 | 5.7% |
| All Other Departments | 872,702 | 855,619 | 1,728,321 | 12.8% |
| **Total Spend** | **$5,507,399** | **$8,002,420** | **$13,509,819** | **100.0%** |

Source: OCA

Note: Total spend is greater than the totals shown in Exhibit 3 due to differences in the dates

### Funding Sources

The proposed contracts are funded by the budgets of City departments that buy seating and office furniture. To date, enterprise departments, including the Airport and PUC, account for approximately 35 percent of purchases.

## RECOMMENDATION

Approve the proposed resolutions.

**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

**Third Amendment**

THIS **THIRD AMENDMENT** ("Amendment") is made as of September 10, 2026, in San Francisco, California, by and between Resource Design Interiors ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

## Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids entitled OCA | TC96001 B City Wide System Furniture issued through Sourcing Event ID 0000004474 and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

WHEREAS, the original Agreement is consistent with an approval obtained on January 30, 2024 from the Civil Service Commission under PSC number DHRPSC0005122 (46300 – 23/24) which authorizes the award of multiple agreements, the total value of which cannot exceed $2,500,000 and the individual duration of which cannot exceed six years and two months; and

WHEREAS, this Amendment is consistent with an approval obtained on May 18, 2026 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0005122, which extended the individual duration to nine years and one month;

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

## Article 1 Preface

The following definitions shall apply to this Amendment:

**1.1 Agreement**. The term "Agreement" shall mean the Agreement dated December 10, 2020 between Contractor and City, as amended by the:

Contract Modification 1, dated May 17, 2022, and

Contract Modification 2, dated December 18, 2024.

**1.2 Other Terms**. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**1.3 San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

**1.4 Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Labor and Employment Code Articles 141 and 142 were repealed. To the extent those legal obligations appear in this Agreement, they should be treated as nullified. The dollar value threshold for application of Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 was increased. If the Agreement is valued at less than $230,000, Administrative Code Chapters 12N, 12Y and 101 are not in effect. If the Agreement is valued at $230,000 or less, Administrative Code Chapter 12F and Labor and Employment Code Article 151 are not in effect. If the Agreement is valued at less than $1,000,000, Administrative Code Chapter 12L is not in effect. Any clause in the Agreement concerning an obligation referenced above that is not in effect shall be treated as nullified.

## Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

**2.1** Section 36 Contract Term of the Agreement currently reads as follows, although Modification 1 extended the contract by three years to September 14, 2026:

> **36. Contract Term.** The contract period shall be for approximately thirty-four (34) months through to an end date to coinside with the base contract term ending date of September 14, 2023.

***Such section is hereby amended in its entirety to read as follows:***

| |
|---|
| **36. Contract Term.** The contract period shall be for approximately one hundred eight (108) months through to an end date to coincide with the base contract term ending date of December 31, 2029. |

**2.2** Contract Award cover page of the Agreement currently reads as follows:

| |
|---|
| Not -to-Exceed Amount $9,000,000 |

***Such section is hereby amended in its entirety to read as follows:***

| |
|---|
| **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix A-2, "Award Sheet." Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **seventeen million seven hundred fifty thousand dollars and no cents ($17,750,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix A-2, "Award Sheet." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix A-2. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement. |

**2.3 Appendix A-2**. Appendix A-1 is hereby replaced in its entirety by Appendix A-2 attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-1 in any place, the true meaning shall be Appendix A-2, which is a correct and updated version.

## Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

**3.1 Reserved. (Article 1 Definitions).**

**3.2 Section 3.6 Prevailing Wages.** Section 3.6 Prevailing Wages is replaced in its entirety to read as follows:

**3.6 Payment of Prevailing Wages**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 109 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors, as such prevailing wage rates may be changed during the term of this Agreement, are hereby

incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wage to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

**3.6.4 Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives.

**3.6.6 Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

**3.6.7 Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage

requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Articles 101 through 109, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

## Article 4 Incorporation of Recitals

**Incorporation of Recitals.** The matters recited in the Recitals section of this Amendment are a substantive portion of this Amendment and are hereby incorporated by reference herein and into the Agreement.

## Article 5 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

## Article 6 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**
Recommended by:

_____

**Andréa Clayton**
**Procurement Manager**
**Office of Contract Administration**

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____
**Elaine O'Neil**
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract Administration and City Purchaser

By: _____
**Sailaja Kurella**
Authorized Signer

Date: _____

***Attached Appendix: A-2 Award Sheet***

**CONTRACTOR**
**Resource Design Interiors**

_____

**Kalee Woo**
**President/CEO**
**350 Brannan Street, FL1**
**San Francisco, CA 94107**

Date: _____

City Supplier Number: **0000012282**

# Appendix A-2
## Award Sheet

| Line Item # | Product Lines | Original Pricing Discount *Effective 1/1/2021 to 5/31/2022* | Mod 1 Pricing Discount *Effective 6/1/2022 to 12/18/2024* | Mod 2 Pricing Discount *Effective 12/19/2024 to 9/9/2026* | Mod 3 Pricing Discount *Effective 9/10/2026* |
|---|---|---|---|---|---|
| 1 | Dividends | 80.25% | 80.25% | 80.25% | 80.25% |
| 2 | Series 2 | 80.25% | 80.25% | 80.25% | 80.25% |
| 3 | Antenna | 80.25% | 80.25% | 80.25% | 80.25% |
| 4 | Anchor | 80.25% | 80.25% | 80.25% | 80.25% |
| 5 | Reff | 80.25% | 80.25% | 80.25% | 80.25% |
| 6 | K stand | 80.25% | 80.25% | 80.25% | 80.25% |

| Line Item # | Description | UOM | Original Rate *Effective 1/1/2021 to 5/31/2022* | Mod 1 Rate *Effective 6/1/2022 to 12/18/2024* | Mod 2 Rate *Effective 12/19/2024 to 9/9/2026* | Mod 3 Rate *Effective 9/10/2026* |
|---|---|---|---|---|---|---|
| 7 | Project Manager | Hour | $95.00 | No Change | $98.06 | No Change |
| 8 | Design Manager | Hour | $75.00 | No Change | $77.42 | No Change |
| 9 | Delivery/Install during regular hours (weekdays 8 am -5 pm) | Hour | $101.00 | $106.00 | $109.42 | No Change |
| 10 | Delivery/Install during night & weekend hours (weekdays after 5pm – 8am the next day; weekends) | Hour | $135.00 | $141.00 | $145.55 | No Change |

DocuSign Envelope ID: 664D001A-FE0B-49FD-96D1-1802094D5788

City and County of San Francisco
Office of Contract Administration
Purchasing Department
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685

# Contract Award
## City Wide Systems Furniture

Supplier: Resource Design Interiors
Supplier ID: 0000012282
Kalee Woo
747 Front Street Suite100
San Francisco, CA 94111
Kalee.woo@rdi-sf.com

Date: 12/10/2020
Buyer: Howard Tevelson
Term Contract: 96001B
Contract ID: 1000020436
Type: Indefinite Quantity-Services
Not-to-Exceed Amount: $ 9,000,000

The City and County of San Francisco hereby accepts your offer to provide the following: items as specified in the Award Sheet

Term: January 01, 2021 through September 14 , 2023
Payment Terms: Net 30

In case of any conflict between the City's documents and the contractor's documents, the City's documents shall prevail.

**Approved by the City:**

DocuSigned by:
78EAEA4AB01C4E0...
Sailaja Kurella
Sailaja Kurella, Acting Director
Office of Contract Administration

**Approved by the Contractor:**

DocuSigned by:
DDCDDCBC0D0740F...
Kalee Woo
Authorized Representative
Kalee Woo

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**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

**TC#96001B**
***Event ID: 0000004474***
*Contract ID 20436*

City Wide Systems Furniture
For the Term January 01, 2021 through September 14, 2023

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**COMPANY INFORMATION**

| | |
|---|---|
| Name of Company: | Resource Design Interiors |
| Address: | 747 Front Street Suite 100 |
| City, State, Zip: | San Francisco, CA 94111 |
| Contact: | Kalee Woo |
| Telephone Number: | 415-602-7119 |
| Fax Number: | 415-777-3941 |
| 24-Hour Emergency Number: | 415-602-7119 |
| Email: | kalee.woo@rdi-sf.com |
| Payment Terms: | Net 30 |
| Federal Tax I.D. Number: | 68-014317 |
| PeopleSoft Supplier ID: | 0000012282 |
| PeopleSoft Contract ID: | 1000020436 |

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City Wide Systems Furniture
For the Term January 01, 2021 through September 14, 2023

# Award Sheet

This contract is for TC 96001B Solicitation and covers the following items only, at the prices indicated:

| Line Item # | Product Lines | Product Discount |
|---|---|---|
| 1 | Dividends | 80.25% |
| 2 | Series 2 | 80.25% |
| 3 | Antenna | 80.25% |
| 4 | Anchor | 80.25 |
| 5 | Reff | 80.25% |
| 6 | K stand | 80.25% |

| Line Item # | | Hourly Rate |
|---|---|---|
| 7 | Project Manager | $95.00 |
| 8 | Design Manager | $75.00 |
| 9 | Delivery/Install during regular hours (weekdays 8 am -5 pm) | $101.00 |
| 10 | Delivery/Install during night & weekend hours (weekdays after 5pm – 8am the next day; weekends) | $135.00 |

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CONTRACT PROPOSAL (Indefinite Quantity) SIGN AND RETURN THIS PAGE

Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

# 96001B
## City Wide System Furniture
**Event # 4474**

Bids will be due at **2 p.m.**, **Friday October 16, 2020**

Sign and return this page with your proposal. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Purchase Order; (3) City Purchase Order Release.

Name under which business is conducted: _____

If you are in the City's Supplier file, enter your supplier number: _____

If you are not in the City's Supplier file, enter the following:

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

E-mail address: _____

Print name: _____

Sign here: _____

**Pre-bid Conference**
**PLEASE NOTE CHANGES**
A pre-bid conference will be held via Teleconference on Tuesday October 06, 2020 at 10:00 am
Please call into the conference using the following; (877) 810-9415, enter the code 7571618#
You will be added in as a participant

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## BID AND CONTRACT CONDITIONS

**Getting paid for goods and/or services from the City:**

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit https://sfcitypartner.sfgov.org/pages/index.aspx.

4. The following information is required to sign up:

   a. The enroller must be their company's authorized financial representative,
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
   d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

**Terms Related to Bidding**

**1. When Bids Are Due; Bid Opening Procedures.** Bids must be submitted before the time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the solicitation documents and in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. Alternates.** When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves, the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.

**3. Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. When a non-tested item is delivered, the department will request approval from DPW. If

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## BID AND CONTRACT CONDITIONS

the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. Place of Manufacture**. No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

**5. Condition of Article.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**6. Samples.** Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB Point.** F.O.B. destination in San Francisco, and any other location as required by the City, freight prepaid and allowed.

**8. Price List Discounts. When bids are based on prices from a manufacturers catalog or price list, bidder shall furnish copies of the catalog or price list in the format requested herein**. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. **Bidder's price list discounts must remain firm during the term of the contract and all extentions of that contract.**

**9. Bidding on Separate Items and in the Aggregate.** This bid opportunity contains one aggregates for : System Furniture. Awards will be made in the aggregate. **Bidders must bid on all items within the aggregate to be responsive for the aggregate.**

**10. Prices.** Prices and or discounts quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**11. Awards; Rejection of Bids.** Purchasing may make awards on one, some or all items in a bid. Purchasing reserves, the right to reject any and all bids.

**12. Cash Discounts; Terms of Payment (Commodities and Equipment only).** Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."

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## BID AND CONTRACT CONDITIONS

- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check or the date of direct deposit into supplier's bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

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

**Terms Related to the Contract**

**14. Inspection.** All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

**15. Contract Interpretation; Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**16. Hold Harmless and Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The

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foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**17. Failure to Deliver.** If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. Budget and Fiscal Provisions.** This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

**19. Default; Remedies.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**20. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which

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termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

**21. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**22. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

A. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (See, e.g., Rev. & Tax Code section 64, as amended from time to

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time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

D. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**23. Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

**24. Nondiscrimination; Penalties**

**A. Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**B. Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

**C. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**D. Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

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## BID AND CONTRACT CONDITIONS

**E. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

### 25. Local Business Enterprise Utilization; Liquidated Damages

**A. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**B. Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

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## BID AND CONTRACT CONDITIONS

**26. MacBride Principles – Northern Ireland.** Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**27. Tropical Hardwood and Virgin Redwood Ban.** The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

**28. Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

**29. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

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## BID AND CONTRACT CONDITIONS

**31. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

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

**33. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**34. Bid Protests.** Bid protests for purchases of Commodities shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

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

## END OF BID AND CONTRACT CONDITIONS

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## GENERAL CONDITIONS

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**36. Contract Term.** The contract period shall be for approximately thirty-four (34) months through to an end date to coinside with the base contract term ending date of September 14, 2023.

**37. Contract Extension.** This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 9 years.

**38. Toll-Free Telephone Number.** A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

**39. Cooperative Agreement. (Not used)**.

**40. Withholding**. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations

**41. LBE Ordinance. -** To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

http://sfgov.org/cmd/

Click on the "14B Local Business Enterprise Ordinance" tab.

**42. Claim for Preference-** To claim preference under the LBE Ordinance, see Bid Questionnaire.

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"*2) A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

*a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.*

*b) The supplier is able to provide a manufacturer's warranty.*"

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To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

**43. LBE bid discount; brokerage services -**

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**44. LBE Subcontracting**

**A. Subcontracting to LBEs.** Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

**B. Examples of Good Faith Efforts.** "Good Faith Efforts" include but are not limited to the following:

(1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

(2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

(4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested LBEs with information about the scope of work.

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(6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

**C. Examples of Subcontracting.** The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(1) the products or services which the supplier in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) packing containers and materials used to ship the City's order;

(3) services of the carrier who delivers the City's orders;

(4) Pro rata share of LBE spending which is part of the suppliers' general and administrative expenses, if the supplier can show that the pro rata share can be reasonably allocated to this contract.

**D. Reports.** On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide CMD with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

**E. CMD Data on LBEs.** Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

**45. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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**46. Conflict of Interest.** Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**47. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**48. Contractor's Default.** If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**49. Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**50. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**51. Reports by Contractor**

**Multi-year Term Contracts**

Contractor shall comply with reporting requirements as specified in the Environmental Requirements (Attachment A) in addition to those specified herein.

On a quarterly basis, the contractor shall provide reports to Office of Contract Administration/Purchasing and the Department of the Environment for the duration of this contract. Contractor shall submit cumulative reports each subsequent quarter with a final report provided yearly. Reports will be due 15 days after the end of each quarter.

Deadlines for these reports are:

**April 15** (for January 1 – March 31 quarter)
**July 15** (for April 1 – June 30 quarter)
**September 15** (for July 1 – September 31 quarter)

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**January 15** (for October 1 – December 31 quarter)

Contractor shall:

- Submit sales reports of all products sold to the City quarterly using an Excel spreadsheet format**.**
- Contractor shall provide information in the City's spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in vendor's online shopping platform and manufacturer website. The Contractor shall accurately fill out the following sample columns for each purchase:
    a. Contractor
    b. Date of invoice
    c. Invoice number
    d. Purchase Order number
    e. City Department
    f. Customer First Name
    g. Customer Last Name
    h. Customer Email
    i. Customer Phone number
    j. Quantity
    k. Number of units per case
    l. Manufacturer List Price
    m. Percentage (% )discount
    n. Extended (City) price (excluding tax)
    o. Product category supplied by SF Department of the Environment
    p. Manufacturer
    q. Manufacturer's product name (fully spelled out)
    r. Product Number in Manufacturer Catalog (e.g., 12273)
    s. Link to product on manufacturer website
    t. SKU or Product Number in contractor's catalog
    u. Environmental attributes, if the product meets Environmental Specifications in Attachment A. Separate columns must be provided for, at minimum:
        ii. Applicable environmental certifications or standards (for example, Cradle to Cradle or BIFMA LEVEL.)
        iii. Indication if product is compliant with the environmental specifications in Attachment A

The reports shall be submitted in the Excel electronic format prescribed by the City. The prescribed electronic format will be completed by the contractor in its entirety, and returned to the City, at the end of each period. *The contractor shall report all items ordered by City departments and offices, whether or not they are part of this contract*.

Every quarter, the contractor will send an exception report with a list of discontinued items (if any) and their comparable recommended substitutes to the contract administrator. The exception list should include quantities used by order date. Samples may be required before any item substitution is agreed. If the City rejects the recommended substitute, the contractor will be required to provide another substitute, until deemed acceptable.

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Contractor shall email reports to:

OCAVendor.Reports@sfgov.org and howard.tevelson@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on USB drive and mailed to the address shown below with the term contract number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.
Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. 96001 A
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

**52. Notice to Parties.** All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

**53. Subcontracting.** Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**54. Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in

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this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**55. Severability.** Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**56. Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**57. Contractors Unable to do Business with the City. S**ubject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.

**58. Term Bid – Quantities.** This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**59. First Source Hiring Program**

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

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

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

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

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

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

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

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

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

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

**E. Liquidated Damages.** Contractor agrees:

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

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

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

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and

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

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

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

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

**60. Consideration of Criminal History in Hiring and Employment Decisions**

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

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B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

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

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

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(D), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

**61. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the

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rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office , or (c) a committee controlled by such elected official, or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**62. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**63. Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**64. Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole

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**GENERAL CONDITIONS**

or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**65. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

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

**67. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

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## SPECIAL CONDITIONS

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The following terms and conditions supplement the City's Bid and Contract Conditions and General Conditions.

**68. Purpose.** The purpose of this contract is to provide an additional one or two system furniture **dealer/manufacturer teams** for all City Departments, for when requirements arise. **A Furniture Dealer/ Manufacturer team is defined as one dealer bidding on one manufactuer's products**. NOTE:This is a re-bid of TC96001A, event 4222. Therefore the City will not award another contract to a dealer bidding on this opportunity, who bids on products from Haworth or Allsteel.

**69. Pre-Bid Conference.** A Pre-bid Conference will be held as follows:

**Location:** **Via a conference call, call into**
**(877) 810-9415 at 10 am**
**Participants number 7571618 #**

**Date and Time: Tuesday October 06, 2020 at 10 am**

Although not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

***Note: Please bring/have a copy of this contract proposal for the Pre-Bid Conference.***

It is requested that bidder's questions concerning this Contract Proposal be submitted by **email at least 48 hours prior to the date and time of the Pre-bid Conference and directed to:**

Howard Tevelson, Purchaser/Senior Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
E-mail: howard.tevelson@sfgov.org

Please reference Contract Proposal No. 96001 B Event 4474

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. **It is the responsibility of the bidder to check for any Bid Addendum and any other items posted, that will be posted on this Contract Proposal's Event page in the Supplier Portal.** ***The Event Number is 4474***

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**Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions.** If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as part of the bid submission to ensure that all requirements are included in the proposal. Failure to include all addenda may result in your proposal not being considered. The City will assume no responsibility for oral instructions or suggestions. If the City issues an Addendum after Bidder has submitted their bid, but prior to the Event end date, Bidder must retract their Bid, and resubmit their bid along with the newly issued Addendum.

Supplier Portal: **https://sfcitypartner.sfgov.org/pages/index.aspx**

**70. Specifications**

**See Environmental Specifications, Attachment A and Environmental Checklist B-1. Attachment C, Specifications, Work Station and Private Office, Attachment D1 and D2 Drawings.**

**71. Bidder's/Contractors Qualifications and Requirements**

**I. Minimum Qualifications.**

MQ1. **In order to receive consideration**, **Bidder/Contractor must be the manufacturer or an authorized dealer and have in-depth technical knowledge with three (3) years of experience within the last six (6) years in the products covered by the contract. Bidders must attest to this in a letter on its company's letterhead. To be responsive, the letter MUST be sent in with the bidders bid.**

**MQ2. If the bidder is bidding as an authorized dealer, the bidder must provide written certification from the manufacturer on the manufacturer's letterhead attesting to that fact. To be responsive, bidders MUST send in this letter with their bid.**

MQ3. **Bidders must supply three (3) references with their bid** as required on page 6 of 6 of the "Required information of all Bidders" below. These references should be from, where ever possible, another City, State or municipality which the bidder has done business, *and if possible, one should be from a San Francisco employee, preferably from a program manager that bidder's company has worked with in the past.* **To be responsive,the references MUST be submitted with the bid.**

MQ4. Bidders must send an electronic copy, or a link, to the of their manufacturers' products lines being bid, with current pricing **on or before the bid opening date** . The catalog information **must** be sent via e mail to the **attention of Howard Tevelson at his e mail : howard.tevelson@sfgov.org To be responsive, bidders must ensure the catalog price list are timely.**
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MQ5. Bidders who are submitting bids for must meet the Environmental specifications as noted in Attachment A and submit **Attachment B 1 and the required back up information** as proff that their products meet those specifications. Attachment B-1 Environmental Checklist is required for one of the three products lines being offered that must meet the specifications. **To be responsive, bidders must**

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**SPECIAL CONDITIONS**

**provide that environmental information and check list Attachment B-1 for only that one product line being proposed with the bid submission**.

MQ6. **Bidders must submit with their bid a copy of their work product,** for each of the three product lines in, **at both volume levels**, that shows how they arrived at the pricing for the bid. The work product is defined as, "should include but not limited to, manufacturer's list prices, discount offered, part numbers or description of items, quanities of each item and final adjusted bid pricing" , including the total price. The work product must include enough information for the purchaser to evaluate the bid being offered. **To be responsive bidders MUST provide this information with their bid submission.**

**II. Additional Bidder's Qualifications and Requirements.**

A. Bidders who are bidding on System Furniture, will be required to bid on **three separate** products lines **from the same manufactuer**. **The System Furniture components must all be from the same manufacturer product line(s) for each of the three product lines bid, *at three different ( good, better, best) price points.* Bidders will be allowed to bid two different product lines, for each good, better, and best, but only if it is needed to complete both the six, six packs, and the one private office.**

B. Bidders are required to meet or exceed the Environmental Specifications within this bid opportunity for one of the product lines for their system furniture bid

C. Bidders should understand and accept that this bid opportunity is for bidding purposes only and although there should be awards issued, there may not be any immediate purchases made. There should, however, be purchases made as requirements arise within City departments. The sample six pack and private office being used for are only being used for bidding purposes. Those exact specifications may not ever be purchased by any city department. **Departments may purchase directly based on the discount percentages offered in this bid and/or request quotes based on the discount percentages bid on this opportunity from any and all parties who have been issued awards for this bid opportunity. For purchases of System Furniture, it will be highly recommended that larger projects be bid between multiple awardees as each project will differ in its scope and will have different amounts of hours for the Design and Project Managers. and delivery and installation.**

D. Bidders will be required to offer two* firm discounts based off the following cost volumes:. **All of the items must be from the same manufacturer's product lines**.

1. * The total project value based on the manufacturer's list prices of $1.00 to $100,000.00,
2. * The total project value based on the manufacturer's list prices of $100,001.00 to $ 500,00.00,
3. **Note**: **Projects that exceed $500,000.00 will be negotiable, as long as the discount meets or exceeds the highest discount offered.**

E. Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide

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personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).

F. When an actual purchase order is issued, it may contain the requirement to dismantle and remove existing workstations or other furniture. If that requirement is requested, the bidder will be entitled to add the cost at rate of the prevailing wage, when agreed to by the ordering department.

G. The City may require Contractor to provide, within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions for manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.

H. **If bidder is not the manufacturer, bidder should furnish with its bid a manufacturer's written guarantee (on manufacturer's letterhead addressed to the City) that the manufacturer's warranty and service will be passed on to the City. Failure to provide this document within five (5) business days of notification may result in rejection of the bidder's bid.**

I. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested. Any false statements made by a bidder in their submitted bid or any related communication/clarification may result in the disqualification of their bid from receiving further evaluation and contract award.

J. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

K. Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

L. PREVAILING WAGE: in accordance with San Francisco Administrative Code Section 6.22(E), the Contractor and its subcontractors shall pay their installation and/ or workers to disassemble and remove furniture not less than the prevailing wage rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or
www.dir.ca.gov/DLSR/PWD

M. Contractor must be willing and capable of producing usage reports required under General Condition No. 51 of this contract.

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N. All product materials and components shall be covered under the manufacturer's FF&E Warranty. Bidder should submit a copy of the manufacturer's warranty policy for furniture equipment, parts, and materials with their bid. Bidder should provide with their bid a copy of the manufacturer's written guarantee, on manufacturer's letterhead, addressed to the City, that the manufacturer's warranty and service will be passed on to the City, if the bidder is not the manufacturer. Letter must be signed by an authorized person for the manufacturer.

### 72. City Department's Responsibilities

A. Monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor' performance.

B. Inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement at no extra charge or credit.

C. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

D. Provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing to place orders with another Contractor.

### 73. Delivery

**When there are actual purchases made, the following will apply including any additional requirements from City departments:**

Contractor must comply with the following delivery requirements. Failure to comply with any or all requirements may result in Purchasing invoking General Condition 48, Contractor's Default Clause.

A. Delivery/ installation shall include all associated delivery/freight charges, F.O.B point of destination. Deliveries shall include all permits, delivery and handling charges, storage, pallets, loading, and unloading of all furniture, equipment, parts, and materials.

B. Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior written approval and scheduling will be rejected by the department with no additional costs incurred.

C. Deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 5:00 P.M. There may be exceptions based on the situation and the requirements of each project. These times may change for different projects

. D. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

E. No substitutions will be allowed without a written request from the Contractor and a written approval by the ordering department.

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F. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.

G. Contractor shall notify the ordering department immediately if unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City.

H. All deliveries must include a packing slip and must provide the following information:

- Complete description including manufacturer's name and part number
- Quantity ordered
- Contract number and contract item numbers
- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered

I. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Contract, at no additional cost incurred to the City.

J. It will be Bidder's sole responsibility to become knowledgeable and investigate all factors relevant to delivery to the building, prior to each delivery. Such investigation shall include visiting the building site to verify dimensions and conditions pertaining to delivery. Necessary information which bidders must be familiar with includes, but is not limited to, knowledge of local traffic laws relative to delivery; location, time, availability and size of loading docks; layout of building and size of passage doors, location, dimensions, and weight capacity of elevators.

**74. Price.**

A. Bid discounts for furniture are to **be firm for the term of the contract**, from award date through the end of the term, including any extensions. Only discounts that appear on City Contract Proposal Bid Sheets will be considered. Bidders are required to submit, **with their bid**, current manufacturer pricing catalogs. Those current catalog prices must be firm for the first twelve months of the contract, a new price list/catalog can be sent in each twelve-month period on the anniversary date of the contract. **Bid discounts will be inclusive of all costs to the City, F.O.B. point of destination, excluding delivery/freight charges, and installation, and removal if required.** Bid prices shall also be exclusive of any Federal, State, local sales or use tax. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

B. Hourly prices bid for Project Manager, Design Manager. Delivery and Assembly, and Delivery and Installation must be firm for the first twelve (12) months of the contract.

C. The rate bid for Delivery and Installation for System Furniture, Aggregate 1 must be bid at a rate no lower than that of the current prevailing wage, and / or the at the time of the actual purchase. See below:

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Prevailing Wage – In accordance with San Francisco Administrative Code Section 6.22(E), the contractor and its subcontractors shall pay their installation workers not less than the prevailing wage rate. rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or www.dir.ca.gov/DLSR/PWD

### 75. Price Adjustment

A. The hourly rate for the Project Manager, Design Manager, Delivery and Assembly, and Delivery and Installation may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and for each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract amendment. No more than one price increase in any given 12-month anniversary period will be approved.

C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, **from the Bid Due** date to the anniversary date of the Bid Due date. In succeeding years, if valid requests for price changes are received in a timely manner, subsequent price adjustments will be administered with new pricing effective on the anniversary date of the contract.

D. Requests for labor price increases under this contract must be supported by the following **Consumer Price Index (CPI)** as published by the U.S. Department of Labor, Bureau of Labor Statistics:

| | |
|---|---|
| Series ID: | CUURS49O, CUSS49BSAO |
| Series Title: | All Item in San Francisco-Oakland, Hayward, all urban consumers |
| Area: | San Francisco-Oakland, Hayward |
| Base Period: | 1982-84=100 |
| Website: | www.bls.gov/cpi/ |

F. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases.

G. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

H. **Example of Price Adjustment Calculation**:

| PPI Group | Contractor's Bid Price | Index on Bid Due Date | Index at 12 Months | Change in Index | Percent Change In Index | Adjusted Price |
|---|---|---|---|---|---|---|
| Widgets | $31.99 | 190.0 | 194.4 | 4.4 | 2.3% | $32.73 |

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**(Index at 12 Months) – (Index on Bid Due Date) = Change in Index**

194.4 -190.0 = 4.4

**(Change in Index) / (Index on Bid due Date) = Percent Change in Index**

4.4/190.0 =.023 or 2.3%

**(Percent Change in Index x Contractor's Bid Price) + Contractor's Bid Price = Adjusted Price**

(.023 x 31.99) + 31.99 = $32.73 Adjusted Price

**76. Bid Evaluation.** Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 77). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

System Furniture, will be evaluated based on the total project price and then weighted for the two-cost volume groupings. ***The evaluation for the total project will be based on the bidding of a total of six (6) - six packs and one private office.*** Those groups will be for a value of $1.00 to $ 100,000.00 and for $ 100,001.00 to $ 500,000.00. The weighting will be as follows: $ 1.00 to $100,000 at forty (40) percent and the $ 100,0001.00 to $ 500,000.00 at sixty (60) percent. **To be evaluated, all three product lines, but no more than two for each of the good, better, best and only if required to complete the six (6) six, packs and the one private office, must be from the same manufactuer**. **Bidders bidding on more than one manufactuer will be found non-responsive.. The price total of the projects will be the evaluation criteria.**

**77. Adjustment of Bid Price for Sales Tax.** In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**78. Award.**

A. In determining the award, Purchasing will take into consideration, but will not be limited, to:
   i. Price (evaluated)
   ii. Satisfactory review of bidders' qualifications.
   iii. Any other factors deemed pertinent

**B.** An award will be made to the lowest priced, most responsive and responsible bidder.The City, at its discretion, may issue multiple awards up to a total of two if the second lowest bidder is within 20% of the lowest priced bid, to a maximum of two awards.. Bidders must bid on a total of three product lines, and at two volume price points for all three product lines.. This bid will be weighted as stated in the bid proposal, **Only one award will be issued for any one manufacturer's products. Only the lowest priced bid for any one manufacturer's products**

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**will be considered. NOTE: As this is a re-bid of TC96001A event # 4222, awards will not be made to anyone offering as their manufacturer Haworth or Allsteel, as those two manufactures's products were awarded on the orginal bid,TC96001A.**

**79. Awarded Items.** If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the supplier is payment of deliveries made prior to the cancellation date. City shall give the supplier ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**80. Ordering.** Items to be furnished under this contract shall be ordered through a release from the appropriate citywide contract by City departments during the effective period of the contract. All invoices for payments shall show the citywide contract number, complete description of item, quantity and contract price.

**81. Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**82. Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20% or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

**83. Not Used (Environment Code Chapter 5, Resource Conservation Ordinance).**

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**84. Not Used (Bid Security).**

**85. Not Used (Performance Bond).**

**86. Not Used (Fidelity Bond).**

**87. Insurance-** Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

**A**. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

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D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

**88. Failure to Execute Contract -** Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of

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such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**89. Not Used (Sweat Free Procurement).**

**90. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**91. Questions.** Any questions, objections, or clarifications concerning the scope of services/specifications or requirements in this bid proposal must be submitted in writing, and emailed to howard.tevelson@sfgov.org and received no later than Monday **October 12, 2020 by 5:00 p.m. PST** (Pacific Standard Time). by OCA. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**92. Bid Submittal Instructions.** Bids **must** be, submitted before the due time, and electronically uploaded into the City's PeopleSoft bidding portal https://sfcitypartner.sfgov.org/pages/index.aspx . Bids transmitted by fax or any other type of electronic mail will not be accepted. Manufactuer's price sheet must be sumitted via a USB thumb drive and sent to Howard Tevelson as already required in this bid opportunity.

Bids must be submitted electronically in the City's PeopleSoft system. Postmarks will not be considered in judging the timeliness of submissions. Bids transmitted by fax, in person, or any type of electronic mail will not be accepted. ( except for the USB thumb drive)

This bid opportunity has Event ID No. 4474 OCA TC 96001 B City Wide Furniture

A. Upload **all required** Bid documents via the Supplier Portal:
   - **I.** Page 1 of the Contract Proposal **totally completed and signed.**
   - **II.** Environmental check lists Atachment B1 **with back up information**.
   - **III.** "Bid Sheets" Attachments **must be kept in excel format.**
   - **IV.** Signed copies of all Bid Addenda (if required)
   - **V.** **All other questionnaires pages and required forms**, completed and signed as needed, including but not limited to:
     1. Bidder Questionnaire
     2. Company Information Form
     3. Reference Information, including three (3) verifiable references
     4. Letter on company letterhead attesting to knowedge and experience in MQ1
     5. Letter on manufacturer's letterhead attesting to MQ2, if bidding as an authorized dealer
     6. Work Product (see MQ6)
     7. First Source Hiring Form.
   - VII. E-mail containing manufactuers catalog. or link to product pricing information. To howard,tevelson@sfgov.org.

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City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

## SPECIAL CONDITIONS

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, call or e mail:

Howard Tevelson , Senior Purchaser

(415) 554-6740 ___howard.tevelson@sfgov.org

## END OF SPECIAL CONDITIONS

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**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

**TC#96001B**
***Event ID: 0000004474***
*Contract ID 20436*

City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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## Required Information of All Bidders

### Bid Questionnaire

| | | | | | |
|---|---|---|---|---|---|
| 1. | Are you bidding as specified? | YES | | NO | |
| 2. | Are you bidding as a Manufacturer or as a Distributor? | MFR | | DIST | |
| 3. | Do you have a direct order entry system or other type of system that can facilitate ordering (eg. online catalog and ordering system?) | YES | | NO | |
| | *If Yes, specify type:* | | | | |
| 4. | Can you comply with the delivery requirements of Special Condition 73? | YES | | NO | |
| 5. | Are you claiming LBE preference on this bid per Chapter 14B? If yes, see General Conditions 42 & 43 and check appropriate line below: | YES | | NO | |
| | ☐ *We are currently certified. CMD has issued us Certification No.:* | | | | |
| | ☐ *We submitted LBE Certification Application to the CMD on:* | | | | |
| 6. | If claiming LBE preference, have you submitted proof of supplier relationships as an authorized dealer (See General Condition 42)? | YES | | NO | |
| 7. | Have you registered as a Supplier, through the Supplier Portal? If not, visit our SF City Partner website at: *https://sfcitypartner.sfgov.org/?* | YES | | NO | |
| 8. | Have you registered your business with the San Francisco Treasurer & Tax Collector? If yes, check appropriate line below: | YES | | NO | |
| | ☐ *Attached with our bid is our current SF Business Tax certificate.* | | | | |
| | ☐ *The Business Tax Certificate No. is:* | | | | |
| | *Our Business Tax Certificate number, entered above, registers the following address (street, city, state, zip):* | | | | |

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**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

**TC#96001B**
***Event ID: 0000004474***
*Contract ID 20436*

City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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**Required Information of All Bidders**

| | | | | | |
|---|---|---|---|---|---|
| 9. | Has your company enrolled to receive direct deposit payments from the City? | YES | | NO | |
| 10. | **Have you completed and uploaded in PeopleSoft all the required Bid documents?** (See Special Condition 92) | | | | |
| | a. Page 1 of the Contract Proposal | YES | | NO | |
| | b. **Excel Bid Sheets for items being bid** | YES | | NO | |
| | c. Specifications on alternate items bid (if applicable) | YES | | NO | |
| | d. Signed copy of all Bid Addenda (if applicable) | YES | | NO | |
| | e. All questionnaires and forms, completed and signed | YES | | NO | |
| | * This Bidder Questionnaire | YES | | NO | |
| | * Company Information form | YES | | NO | |
| | * Reference Information form, including three (3) verifiable references | YES | | NO | |
| | * First Source Hiring Form | YES | | NO | |
| | * Any other required forms | YES | | NO | |
| 11. | Have you bid on all bid line items **in PeopleSoft listing the Total Extended Prices**? | YES | | NO | |

12. Response to General Condition 57 “Contractors Unable to do Business with the City":

*I certify that my company is headquartered at the following address:*

| | |
|---|---|
| *Street* | |
| *State/Zip* | |

*I will notify the City if my company’s headquarters moves.*

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**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

**TC#96001B**
***Event ID: 0000004474***
*Contract ID 20436*

City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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**Required Information of All Bidders**

**Company Information**

| | |
|---|---|
| Name of Firm: | |
| Address: | |
| Phone No.: | |
| Toll Free Phone No.: | |
| Contact, Title: | |
| E-mail address: | |
| Supplier Number: | |
| Federal Tax ID | |
| Payment Terms: | |
| Person Preparing Bid: | |
| Local Representative: (if other than bid preparer) | |
| Address: | |
| Phone: | |

Where is your warehouse or store's facility from which you intend to furnish contract items?

| | |
|---|---|
| Address: | |

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City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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**Required Information of All Bidders**

**Company Information (Continued)**

What are the telephone and fax number for placing orders?

| | |
|---|---|
| Telephone | |
| Toll Free | |
| Fax | |

What hours do you provide for Will-Call orders?

| | | |
|---|---|---|
| | to | |

If address for Will-Call is different than above, please specify:

| | |
|---|---|
| *Address:* | |
| | |
| | |

What is your 24-hour emergency telephone number, per General Condition 56?

| | |
|---|---|
| *Telephone:* | |

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**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

**TC#96001B**
***Event ID: 0000004474***
*Contract ID 20436*

City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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**Required Information of All Bidders**

**References**

***Release of Liability – For References***

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **TC 96001A City Wide Furniture** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

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City Wide Systems Furniture
For the Term Janurary 01, 2021 through September 14, 2023

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**Required Information of All Bidders**

**References (continued)**

All bidders, including current Contractor, must provide references of a least three organizations of the approximate size and volume comparable to commodities described in this Contract Proposal.

| | | |
|---|---|---|
| **1.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |

| | | |
|---|---|---|
| **2.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |

| | | |
|---|---|---|
| **3.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |

**Successful bidder may be required to submit a letter of reference from each reference listed within five days of notification. Failure to do so may result in rejection of bid.**

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# Standard Bid Forms

Before the City can award a contract to any vendor, that vendor must become an approved City Supplier. Because many Contractors have already completed the necessary registration forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Detailed information, instructions, and training videos in connection with becoming an Approved Supplier can be found at the SF City Partner website: https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx.

If you experience any issues with Supplier registration, please email sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442 during normal business hours from 9 am to 5 pm.

Additional information about the City's contracting requirements and doing business with the City can be found at the following websites:

- Supplier Portal (SF City Partner website): https://sfcitypartner.sfgov.org/
- Business Tax Registration: https://newbusiness.sfgov.org/vendor/
- S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits: http://sfgov.org/cmd/12b-equal-benefits-program
- Local Business Enterprise Certification: http://sfgov.org/cmd/14b-local-business-enterprise-ordinance
- Office of Contract Administration: https://sfgov.org/oca/vendor-information and https://sfgov.org/oca/qualify-do-business

DocuSign Envelope ID: 52BE4C66-FE6D-4272-8FA4-ED9212A32BB1

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

# Contract Modification 1

**System Furniture**

**Supplier:**
Supplier IBEX Enterprises dba RDI
Supplier 747 Front Street
Supplier San Francisco, CA 94111
Supplier Cell Phone 415-602-7119
Supplier e-mail- Kalee.woo@rdi-sf.com

Date: May 17, 2022
Buyer Name: Howard Tevelson
Term contract: TC96000B
Contract ID: 1000020436
Supplier ID: 0000012284
Type: Indefinite Quantity
Not-to-exceed amount: **$ 9,000,000**

The history of this contract and its modifications is as follows:

| Modification | Start date | End date | Amount |
|---|---|---|---|
| Original contract | 01/01/21 | 09/14/23 | $ 9,000,000 |
| 1 | 01/01/21 | 09/14/26 | $ 9,000,000 |

This modification No. 1 changes the contract as follows:

1. Increases prices for Line Items 9 and 10, as shown in Appendix A below.
2. Extend the contract by three years

All other terms and conditions remain the same.

DocuSign Envelope ID: 52BE4C66-FE6D-4272-8FA4-ED9212A32BB1

**CITY**

Recommended by:

DocuSigned by:
Daniel J Sanchez
36604DF85002453...

Daniel Sanchez
Supervising Purchaser
Office of Contract Administration

Appr...

DocuSigned by:
Taraneh Moayed
9AEA44694D514E7...

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

**Supplier Name:** IBEX Enterprises dba RDI

DocuSigned by:
Kalee Woo
DDCDDCBC0D0740F...

Kalee Woo
Principal
747 Front Street
San Francisco, CA 94111s

City Supplier Number: 0000012284

DocuSign Envelope ID: 52BE4C66-FE6D-4272-8FA4-ED9212A32BB1

**Appendix A**

Revised Pricing Effective June 01, 2022

| Line Item # | Product Lines | Product Discount |
|---|---|---|
| 1 | Dividends | 80.25% |
| 2 | Series 2 | 80.25% |
| 3 | Antenna | 80.25% |
| 4 | Anchor | 80.25 |
| 5 | Reff | 80.25% |
| 6 | K stand | 80.25% |

| Line Item # | | Original Hourly Rate | New Hourly Rate |
|---|---|---|---|
| 7 | Project Manager | $95.00 | No change |
| 8 | Design Manager | $75.00 | No change |
| 9 | Delivery/Install during regular hours (weekdays 8 am -5 pm) | $101.00 | $106.00 |
| 10 | Delivery/Install during night & weekend hours (weekdays after 5pm – 8am the next day; weekends) | $135.00 | $141.00 |

Docusign Envelope ID: 0A2C7875-4E51-4E93-B866-D54A59D81D36

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

# Contract Modification 2

**Citywide Systems Furniture**

**RDI – Resource Design Interiors**
Attn: Kalee Woo
350 Brannan St. FL 1
San Francisco, CA 94107
Cel 415-602-7119 (for DocuSign)
E-mail: Kalee.Woo@rdi-sf.com

Date: December 18, 2024
Buyer Name: Gloria Yuen
Term contract: TC96001B
Contract ID: 1000020436
Supplier ID: 0000012282
Type: Indefinite Quantity
Not-to-exceed amount: $9,000,000

The history of this contract and its modifications is as follows:

| Modification | Start date | End date | Amount | Other Changes |
|---|---|---|---|---|
| Original contract | 01/01/2021 | 09/14/2023 | $ 9,000,000 | |
| 1 | No change | 09/14/2026 | No change | Price Increase |
| 2 | No change | No change | No change | Price Increase |

This Modification No. 2 changes the contract as follows:

1. Increase prices for Line Items 7, 8, 9 and 10, as shown in Appendix A-1.

All other terms and conditions remain the same.

Docusign Envelope ID: 0A2C7875-4E51-4E93-B866-D54A59D81D36

**CITY**

Recommended by:

DocuSigned by:
0678C8C4FB3C445...

Paul Cheng
Procurement Manager
Office of Contract Administration

Approved:

DocuSigned by:
9AEA44694D514E7...

Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

**Resource Design Interiors**

DocuSigned by:
DDCDDCBC0D0740F...

Kalee Woo
Principal
350 Brannan St. FL 1
San Francisco, CA 94107

City Supplier ID: 0000012282

Docusign Envelope ID: 0A2C7875-4E51-4E93-B866-D54A59D81D36

**Appendix A-1**
**Award Sheet**

| Line Item # | Product Lines | | Original Pricing Discount *Effective 1/1/2021 to 5/31/2022* | Mod 1 Pricing Discount *Effective 6/1/2022 to 12/18/2024* | Mod 2 Pricing Discount *Effective 12/19/2024* |
|---|---|---|---|---|---|
| 1 | Dividends | | 80.25% | 80.25% | 80.25% |
| 2 | Series 2 | | 80.25% | 80.25% | 80.25% |
| 3 | Antenna | | 80.25% | 80.25% | 80.25% |
| 4 | Anchor | | 80.25% | 80.25% | 80.25% |
| 5 | Reff | | 80.25% | 80.25% | 80.25% |
| 6 | K stand | | 80.25% | 80.25% | 80.25% |
| **Line Item #** | **Description** | **UOM** | **Original Rate** *Effective 1/1/2021 to 5/31/2022* | **Mod 1 Rate** *Effective 6/1/2022 to 12/18/2024* | **Mod 2 Rate** *Effective 12/19/2024* |
| 7 | Project Manager | Hour | $95.00 | No Change | $98.06 |
| 8 | Design Manager | Hour | $75.00 | No Change | $77.42 |
| 9 | Delivery/Install during regular hours (weekdays 8 am -5 pm) | Hour | $101.00 | $106.00 | $109.42 |
| 10 | Delivery/Install during night & weekend hours (weekdays after 5pm – 8am the next day; weekends) | Hour | $135.00 | $141.00 | $145.55 |

CONTRACT PROPOSAL (Indefinite Quantity) SIGN AND RETURN THIS PAGE

Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

# 96001B
## City Wide System Furniture
**Event # 4474**

Bids will be due at **2 p.m.**, **Friday October 16, 2020**

Sign and return this page with your proposal. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Purchase Order; (3) City Purchase Order Release.

Name under which business is conducted: _____

If you are in the City's Supplier file, enter your supplier number: _____

If you are not in the City's Supplier file, enter the following:

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

E-mail address: _____

Print name: _____

Sign here: _____

**Pre-bid Conference**
**PLEASE NOTE CHANGES**
A pre-bid conference will be held via Teleconference on Tuesday October 06, 2020 at 10:00 am
Please call into the conference using the following; (877) 810-9415, enter the code 7571618#
You will be added in as a participant

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

## BID AND CONTRACT CONDITIONS

*

**Getting paid for goods and/or services from the City:**

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit https://sfcitypartner.sfgov.org/pages/index.aspx.

4. The following information is required to sign up:

   a. The enroller must be their company's authorized financial representative,
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
   d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

**Terms Related to Bidding**

**1. When Bids Are Due; Bid Opening Procedures.** Bids must be submitted before the time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the solicitation documents and in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. Alternates.** When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves, the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.

**3. Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. When a non-tested item is delivered, the department will request approval from DPW. If

## BID AND CONTRACT CONDITIONS

the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. Place of Manufacture**. No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

**5. Condition of Article.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**6. Samples.** Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

**7. FOB Point.** F.O.B. destination in San Francisco, and any other location as required by the City, freight prepaid and allowed.

**8. Price List Discounts. When bids are based on prices from a manufacturers catalog or price list, bidder shall furnish copies of the catalog or price list in the format requested herein**. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. **Bidder's price list discounts must remain firm during the term of the contract and all extentions of that contract.**

**9. Bidding on Separate Items and in the Aggregate.** This bid opportunity contains one aggregates for : System Furniture. Awards will be made in the aggregate. **Bidders must bid on all items within the aggregate to be responsive for the aggregate.**

**10. Prices.** Prices and or discounts quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**11. Awards; Rejection of Bids.** Purchasing may make awards on one, some or all items in a bid. Purchasing reserves, the right to reject any and all bids.

**12. Cash Discounts; Terms of Payment (Commodities and Equipment only).** Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.

## BID AND CONTRACT CONDITIONS

- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check or the date of direct deposit into supplier's bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

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

**Terms Related to the Contract**

**14. Inspection.** All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

**15. Contract Interpretation; Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**16. Hold Harmless and Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an

immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**17. Failure to Deliver.** If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**18. Budget and Fiscal Provisions.** This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

**19. Default; Remedies.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**20. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

## BID AND CONTRACT CONDITIONS

**21. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**22. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

A. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (See, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

D. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**23. Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

**24. Nondiscrimination; Penalties**

**A. Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**B. Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

**C. Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**D. Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

**E. Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters,

including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**25. Local Business Enterprise Utilization; Liquidated Damages**

**A. The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**B. Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

**26. MacBride Principles – Northern Ireland.** Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

## BID AND CONTRACT CONDITIONS

**27. Tropical Hardwood and Virgin Redwood Ban.** The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

**28. Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

**29. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**30. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

**31. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

## BID AND CONTRACT CONDITIONS

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

**33. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**34. Bid Protests.** Bid protests for purchases of Commodities shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

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

## END OF BID AND CONTRACT CONDITIONS

**City Wide System Furniture**
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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**36. Contract Term.** The contract period shall be for approximately thirty-four (34) months through to an end date to coinside with the base contract term ending date of September 14, 2023.

**37. Contract Extension.** This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 9 years.

**38. Toll-Free Telephone Number.** A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

**39. Cooperative Agreement. (Not used)**.

**40. Withholding**. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations

**41. LBE Ordinance. -** To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

http://sfgov.org/cmd/

Click on the "14B Local Business Enterprise Ordinance" tab.

**42. Claim for Preference-** To claim preference under the LBE Ordinance, see Bid Questionnaire.

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"*2) A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

*a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.*

*b) The supplier is able to provide a manufacturer's warranty.*"

To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

**43. LBE bid discount; brokerage services -**

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**44. LBE Subcontracting**

**A. Subcontracting to LBEs.** Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

**B. Examples of Good Faith Efforts.** "Good Faith Efforts" include but are not limited to the following:

(1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

(2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

(4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested LBEs with information about the scope of work.

(6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

**C. Examples of Subcontracting.** The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(1) the products or services which the supplier in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) packing containers and materials used to ship the City's order;

(3) services of the carrier who delivers the City's orders;

(4) Pro rata share of LBE spending which is part of the suppliers' general and administrative expenses, if the supplier can show that the pro rata share can be reasonably allocated to this contract.

**D. Reports.** On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide CMD with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

**E. CMD Data on LBEs.** Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

**45. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**46. Conflict of Interest.** Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**City Wide System Furniture**
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**GENERAL CONDITIONS**

**47. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**48. Contractor's Default.** If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**49. Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**50. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**51. Reports by Contractor**

**Multi-year Term Contracts**

Contractor shall comply with reporting requirements as specified in the Environmental Requirements (Attachment A) in addition to those specified herein.

On a quarterly basis, the contractor shall provide reports to Office of Contract Administration/Purchasing and the Department of the Environment for the duration of this contract. Contractor shall submit cumulative reports each subsequent quarter with a final report provided yearly. Reports will be due 15 days after the end of each quarter.

Deadlines for these reports are:

**April 15** (for January 1 – March 31 quarter)
**July 15** (for April 1 – June 30 quarter)
**September 15** (for July 1 – September 31 quarter)
**January 15** (for October 1 – December 31 quarter)

Contractor shall:

- Submit sales reports of all products sold to the City quarterly using an Excel spreadsheet format**.**
- Contractor shall provide information in the City's spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in vendor's online shopping platform and manufacturer website. The Contractor shall accurately fill out the following sample columns for each purchase:

a. Contractor
b. Date of invoice
c. Invoice number
d. Purchase Order number
e. City Department
f. Customer First Name
g. Customer Last Name
h. Customer Email
i. Customer Phone number
j. Quantity
k. Number of units per case
l. Manufacturer List Price
m. Percentage (% )discount
n. Extended (City) price (excluding tax)
o. Product category supplied by SF Department of the Environment
p. Manufacturer
q. Manufacturer's product name (fully spelled out)
r. Product Number in Manufacturer Catalog (e.g., 12273)
s. Link to product on manufacturer website
t. SKU or Product Number in contractor's catalog
u. Environmental attributes, if the product meets Environmental Specifications in Attachment A. Separate columns must be provided for, at minimum:
    ii. Applicable environmental certifications or standards (for example, Cradle to Cradle or BIFMA LEVEL.)
    iii. Indication if product is compliant with the environmental specifications in Attachment A

The reports shall be submitted in the Excel electronic format prescribed by the City. The prescribed electronic format will be completed by the contractor in its entirety, and returned to the City, at the end of each period. *The contractor shall report all items ordered by City departments and offices, whether or not they are part of this contract.*

Every quarter, the contractor will send an exception report with a list of discontinued items (if any) and their comparable recommended substitutes to the contract administrator. The exception list should include quantities used by order date. Samples may be required before any item substitution is agreed. If the City rejects the recommended substitute, the contractor will be required to provide another substitute, until deemed acceptable.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org and howard.tevelson@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on USB drive and mailed to the address shown below with the term contract number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.
Contractor shall mail the reports to:

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OCA Supplier Reporting
Re: Term Contract No. 96001 A
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

**52. Notice to Parties.** All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

**53. Subcontracting.** Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**54. Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**55. Severability.** Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023
**GENERAL CONDITIONS**

**56. Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**57. Contractors Unable to do Business with the City. S**ubject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.

**58. Term Bid – Quantities.** This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

**59. First Source Hiring Program**

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

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

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

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

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

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

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

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

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

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

**E. Liquidated Damages.** Contractor agrees:

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

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

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

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

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

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

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the

average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

**60. Consideration of Criminal History in Hiring and Employment Decisions**

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

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

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

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

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(D), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

**61. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office , or (c) a committee controlled by such elected official, or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**62. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San

Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**63. Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

**65. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

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

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023
**GENERAL CONDITIONS**

**67. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

**City Wide System Furniture**
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**SPECIAL CONDITIONS**

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The following terms and conditions supplement the City's Bid and Contract Conditions and General Conditions.

**68. Purpose.** The purpose of this contract is to provide an additional one or two system furniture **dealer/manufacturer teams** for all City Departments, for when requirements arise. **A Furniture Dealer/ Manufacturer team is defined as one dealer bidding on one manufactuer's products**. NOTE:This is a re-bid of TC96001A, event 4222. Therefore the City will not award another contract to a dealer bidding on this opportunity, who bids on products from Haworth or Allsteel.

**69. Pre-Bid Conference.** A Pre-bid Conference will be held as follows:

**Location:** **Via a conference call, call into**
**(877) 810-9415 at 10 am**
**Participants number 7571618 #**

**Date and Time: Tuesday October 06, 2020 at 10 am**

Although not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

***Note: Please bring/have a copy of this contract proposal for the Pre-Bid Conference.***

It is requested that bidder's questions concerning this Contract Proposal be submitted by **email at least 48 hours prior to the date and time of the Pre-bid Conference and directed to:**

Howard Tevelson, Purchaser/Senior Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
E-mail: howard.tevelson@sfgov.org

Please reference Contract Proposal No. 96001 B Event 4474

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. **It is the responsibility of the bidder to check for any Bid Addendum and any other items posted, that will be posted on this Contract Proposal's Event page in the Supplier Portal.** ***The Event Number is 4474***

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**Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions.** If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as part of the bid submission to ensure that all requirements are included in the proposal. Failure to include all addenda may result in your proposal not being considered. The City will assume no responsibility for oral instructions or suggestions. If the City issues an Addendum after Bidder has submitted their bid, but prior to the Event end date, Bidder must retract their Bid, and resubmit their bid along with the newly issued Addendum.

Supplier Portal: **https://sfcitypartner.sfgov.org/pages/index.aspx**

**70. Specifications**

**See Environmental Specifications, Attachment A and Environmental Checklist B-1. Attachment C, Specifications, Work Station and Private Office, Attachment D1 and D2 Drawings.**

**71. Bidder's/Contractors Qualifications and Requirements**

**I. Minimum Qualifications.**

MQ1. **In order to receive consideration**, **Bidder/Contractor must be the manufacturer or an authorized dealer and have in-depth technical knowledge with three (3) years of experience within the last six (6) years in the products covered by the contract. Bidders must attest to this in a letter on its company's letterhead. To be responsive, the letter MUST be sent in with the bidders bid.**

**MQ2. If the bidder is bidding as an authorized dealer, the bidder must provide written certification from the manufacturer on the manufacturer's letterhead attesting to that fact. To be responsive, bidders MUST send in this letter with their bid.**

MQ3. **Bidders must supply three (3) references with their bid** as required on page 6 of 6 of the "Required information of all Bidders" below. These references should be from, where ever possible, another City, State or municipality which the bidder has done business, *and if possible, one should be from a San Francisco employee, preferably from a program manager that bidder's company has worked with in the past.* **To be responsive,the references MUST be submitted with the bid.**

MQ4. Bidders must send an electronic copy, or a link, to the of their manufacturers' products lines being bid, with current pricing **on or before the bid opening date** . The catalog information **must** be sent via e mail to the **attention of Howard Tevelson at his e mail : howard.tevelson@sfgov.org To be responsive, bidders must ensure the catalog price list are timely.**
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MQ5. Bidders who are submitting bids for must meet the Environmental specifications as noted in Attachment A and submit **Attachment B 1 and the required back up information** as proff that their products meet those specifications. Attachment B-1 Environmental Checklist is required for one of the three products lines being offered that must meet the specifications. **To be responsive, bidders must provide that environmental information and check list Attachment B-1 for only that one product line being proposed with the bid submission.**

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MQ6. **Bidders must submit with their bid a copy of their work product,** for each of the three product lines in, **at both volume levels**, that shows how they arrived at the pricing for the bid. The work product is defined as, "should include but not limited to, manufacturer's list prices, discount offered, part numbers or description of items, quanities of each item and final adjusted bid pricing" , including the total price. The work product must include enough information for the purchaser to evaluate the bid being offered. **To be responsive bidders MUST provide this information with their bid submission.**

**II. Additional Bidder's Qualifications and Requirements.**

A. Bidders who are bidding on System Furniture, will be required to bid on **three separate** products lines **from the same manufactuer**. **The System Furniture components must all be from the same manufacturer product line(s) for each of the three product lines bid, *at three different ( good, better, best) price points.* Bidders will be allowed to bid two different product lines, for each good, better, and best, but only if it is needed to complete both the six, six packs, and the one private office.**

B. Bidders are required to meet or exceed the Environmental Specifications within this bid opportunity for one of the product lines for their system furniture bid

C. Bidders should understand and accept that this bid opportunity is for bidding purposes only and although there should be awards issued, there may not be any immediate purchases made. There should, however, be purchases made as requirements arise within City departments. The sample six pack and private office being used for are only being used for bidding purposes. Those exact specifications may not ever be purchased by any city department. **Departments may purchase directly based on the discount percentages offered in this bid and/or request quotes based on the discount percentages bid on this opportunity from any and all parties who have been issued awards for this bid opportunity. For purchases of System Furniture, it will be highly recommended that larger projects be bid between multiple awardees as each project will differ in its scope and will have different amounts of hours for the Design and Project Managers. and delivery and installation.**

D. Bidders will be required to offer two* firm discounts based off the following cost volumes:. **All of the items must be from the same manufacturer's product lines**.

1. * The total project value based on the manufacturer's list prices of $1.00 to $100,000.00,
2. * The total project value based on the manufacturer's list prices of $100,001.00 to $ 500,00.00,
3. **Note**: **Projects that exceed $500,000.00 will be negotiable, as long as the discount meets or exceeds the highest discount offered.**

E. Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide personnel with in-depth technical knowledge of the products the Contractor is providing under this

contract, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).

F. When an actual purchase order is issued, it may contain the requirement to dismantle and remove existing workstations or other furniture. If that requirement is requested, the bidder will be entitled to add the cost at rate of the prevailing wage, when agreed to by the ordering department.

G. The City may require Contractor to provide, within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions for manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.

H. **If bidder is not the manufacturer, bidder should furnish with its bid a manufacturer's written guarantee (on manufacturer's letterhead addressed to the City) that the manufacturer's warranty and service will be passed on to the City. Failure to provide this document within five (5) business days of notification may result in rejection of the bidder's bid.**

I. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested. Any false statements made by a bidder in their submitted bid or any related communication/clarification may result in the disqualification of their bid from receiving further evaluation and contract award.

J. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

K. Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

L. PREVAILING WAGE: in accordance with San Francisco Administrative Code Section 6.22(E), the Contractor and its subcontractors shall pay their installation and/ or workers to disassemble and remove furniture not less than the prevailing wage rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or
www.dir.ca.gov/DLSR/PWD

M. Contractor must be willing and capable of producing usage reports required under General Condition No. 51 of this contract.

N. All product materials and components shall be covered under the manufacturer's FF&E Warranty. Bidder should submit a copy of the manufacturer's warranty policy for furniture equipment, parts, and materials with their bid. Bidder should provide with their bid a copy of the manufacturer's

written guarantee, on manufacturer's letterhead, addressed to the City, that the manufacturer's warranty and service will be passed on to the City, if the bidder is not the manufacturer. Letter must be signed by an authorized person for the manufacturer.

**72. City Department's Responsibilities**

A. Monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor' performance.

B. Inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement at no extra charge or credit.

C. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

D. Provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing to place orders with another Contractor.

**73. Delivery**

**When there are actual purchases made, the following will apply including any additional requirements from City departments:**

Contractor must comply with the following delivery requirements. Failure to comply with any or all requirements may result in Purchasing invoking General Condition 48, Contractor's Default Clause.

A. Delivery/ installation shall include all associated delivery/freight charges, F.O.B point of destination. Deliveries shall include all permits, delivery and handling charges, storage, pallets, loading, and unloading of all furniture, equipment, parts, and materials.

B. Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior written approval and scheduling will be rejected by the department with no additional costs incurred.

C. Deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 5:00 P.M. There may be exceptions based on the situation and the requirements of each project. These times may change for different projects

. D. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

E. No substitutions will be allowed without a written request from the Contractor and a written approval by the ordering department.

F. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.

G. Contractor shall notify the ordering department immediately if unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City.

H. All deliveries must include a packing slip and must provide the following information:

- Complete description including manufacturer's name and part number
- Quantity ordered
- Contract number and contract item numbers
- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered

I. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Contract, at no additional cost incurred to the City.

J. It will be Bidder's sole responsibility to become knowledgeable and investigate all factors relevant to delivery to the building, prior to each delivery. Such investigation shall include visiting the building site to verify dimensions and conditions pertaining to delivery. Necessary information which bidders must be familiar with includes, but is not limited to, knowledge of local traffic laws relative to delivery; location, time, availability and size of loading docks; layout of building and size of passage doors, location, dimensions, and weight capacity of elevators.

**74. Price.**

A. Bid discounts for furniture are to **be firm for the term of the contract**, from award date through the end of the term, including any extensions. Only discounts that appear on City Contract Proposal Bid Sheets will be considered. Bidders are required to submit, **with their bid**, current manufacturer pricing catalogs. Those current catalog prices must be firm for the first twelve months of the contract, a new price list/catalog can be sent in each twelve-month period on the anniversary date of the contract. **Bid discounts will be inclusive of all costs to the City, F.O.B. point of destination, excluding delivery/freight charges, and installation, and removal if required.** Bid prices shall also be exclusive of any Federal, State, local sales or use tax. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

B. Hourly prices bid for Project Manager, Design Manager. Delivery and Assembly, and Delivery and Installation must be firm for the first twelve (12) months of the contract.

C. The rate bid for Delivery and Installation for System Furniture, Aggregate 1 must be bid at a rate no lower than that of the current prevailing wage, and / or the at the time of the actual purchase. See below:

Prevailing Wage – In accordance with San Francisco Administrative Code Section 6.22(E), the contractor and its subcontractors shall pay their installation workers not less than the prevailing wage

rate. rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or www.dir.ca.gov/DLSR/PWD

**75. Price Adjustment**

A. The hourly rate for the Project Manager, Design Manager, Delivery and Assembly, and Delivery and Installation may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and for each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract amendment. No more than one price increase in any given 12-month anniversary period will be approved.

C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, **from the Bid Due** date to the anniversary date of the Bid Due date. In succeeding years, if valid requests for price changes are received in a timely manner, subsequent price adjustments will be administered with new pricing effective on the anniversary date of the contract.

D. Requests for labor price increases under this contract must be supported by the following **Consumer Price Index (CPI)** as published by the U.S. Department of Labor, Bureau of Labor Statistics:

| | |
|---|---|
| Series ID: | CUURS49O, CUSS49BSAO |
| Series Title: | All Item in San Francisco-Oakland, Hayward, all urban consumers |
| Area: | San Francisco-Oakland, Hayward |
| Base Period: | 1982-84=100 |
| Website: | www.bls.gov/cpi/ |

F. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases.

G. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

H**. Example of Price Adjustment Calculation**:

| PPI Group | Contractor's Bid Price | Index on Bid Due Date | Index at 12 Months | Change in Index | Percent Change In Index | Adjusted Price |
|---|---|---|---|---|---|---|
| Widgets | $31.99 | 190.0 | 194.4 | 4.4 | 2.3% | $32.73 |

**(Index at 12 Months) – (Index on Bid Due Date) = Change in Index**

194.4 -190.0 = 4.4

**(Change in Index) / (Index on Bid due Date) = Percent Change in Index**

4.4/190.0 =.023 or 2.3%

**(Percent Change in Index x Contractor's Bid Price) + Contractor's Bid Price = Adjusted Price**

(.023 x 31.99) + 31.99 = $32.73 Adjusted Price

**76. Bid Evaluation.** Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 77). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

System Furniture, will be evaluated based on the total project price and then weighted for the two-cost volume groupings. ***The evaluation for the total project will be based on the bidding of a total of six (6) - six packs and one private office.*** Those groups will be for a value of $1.00 to $ 100,000.00 and for $ 100,001.00 to $ 500,000.00. The weighting will be as follows: $ 1.00 to $100,000 at forty (40) percent and the $ 100,0001.00 to $ 500,000.00 at sixty (60) percent. **To be evaluated, all three product lines, but no more than two for each of the good, better, best and only if required to complete the six (6) six, packs and the one private office, must be from the same manufactuer**. **Bidders bidding on more than one manufactuer will be found non-responsive.. The price total of the projects will be the evaluation criteria.**

**77. Adjustment of Bid Price for Sales Tax.** In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

**78. Award.**

A. In determining the award, Purchasing will take into consideration, but will not be limited, to:
   i. Price (evaluated)
   ii. Satisfactory review of bidders' qualifications.
   iii. Any other factors deemed pertinent

**B.** An award will be made to the lowest priced, most responsive and responsible bidder.The City, at its discretion, may issue multiple awards up to a total of two if the second lowest bidder is within 20% of the lowest priced bid, to a maximum of two awards.. Bidders must bid on a total of three product lines, and at two volume price points for all three product lines.. This bid will be weighted as stated in the bid proposal, **Only one award will be issued for any one manufacturer's products. Only the lowest priced bid for any one manufacturer's products will be considered. NOTE: As this is a re-bid of TC96001A event # 4222, awards will not be made to anyone offering as their manufacturer Haworth or Allsteel, as those two manufactures's products were awarded on the orginal bid,TC96001A.**

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023
**SPECIAL CONDITIONS**

**79. Awarded Items.** If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the supplier is payment of deliveries made prior to the cancellation date. City shall give the supplier ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

**80. Ordering.** Items to be furnished under this contract shall be ordered through a release from the appropriate citywide contract by City departments during the effective period of the contract. All invoices for payments shall show the citywide contract number, complete description of item, quantity and contract price.

**81. Payment.** The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**82. Additional Items.** If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20% or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor’s name and information, complete service description, delivery information and pricing information.

**83. Not Used (Environment Code Chapter 5, Resource Conservation Ordinance).**

**84. Not Used (Bid Security).**

**85. Not Used (Performance Bond).**

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023
**SPECIAL CONDITIONS**

**86. Not Used (Fidelity Bond).**

**87. Insurance-** Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

**A**. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

**88. Failure to Execute Contract -** Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**89. Not Used (Sweat Free Procurement).**

**90. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023
**SPECIAL CONDITIONS**

**91. Questions.** Any questions, objections, or clarifications concerning the scope of services/specifications or requirements in this bid proposal must be submitted in writing, and emailed to howard.tevelson@sfgov.org and received no later than Monday **October 12, 2020 by 5:00 p.m. PST** (Pacific Standard Time). by OCA. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**92. Bid Submittal Instructions.** Bids **must** be, submitted before the due time, and electronically uploaded into the City's PeopleSoft bidding portal https://sfcitypartner.sfgov.org/pages/index.aspx . Bids transmitted by fax or any other type of electronic mail will not be accepted. Manufactuer's price sheet must be sumitted via a USB thumb drive and sent to Howard Tevelson as already required in this bid opportunity.

Bids must be submitted electronically in the City's PeopleSoft system. Postmarks will not be considered in judging the timeliness of submissions. Bids transmitted by fax, in person, or any type of electronic mail will not be accepted. ( except for the USB thumb drive)

This bid opportunity has Event ID No. 4474 OCA TC 96001 B City Wide Furniture

A. Upload **all required** Bid documents via the Supplier Portal:
   - **I.** Page 1 of the Contract Proposal **totally completed and signed.**
   - **II.** Environmental check lists Atachment B1 **with back up information**.
   - **III.** "Bid Sheets" Attachments **must be kept in excel format.**
   - **IV.** Signed copies of all Bid Addenda (if required)
   - **V.** **All other questionnaires pages and required forms**, completed and signed as needed, including but not limited to:
     1. Bidder Questionnaire
     2. Company Information Form
     3. Reference Information, including three (3) verifiable references
     4. Letter on company letterhead attesting to knowedge and experience in MQ1
     5. Letter on manufacturer's letterhead attesting to MQ2, if bidding as an authorized dealer
     6. Work Product (see MQ6)
     7. First Source Hiring Form.
   - VII. E-mail containing manufactuers catalog. or link to product pricing information. To howard,tevelson@sfgov.org.

**To receive full consideration, your bid should be unqualified and unconditional.**

FOR MORE INFORMATION, call or e mail:

Howard Tevelson , Senior Purchaser

(415) 554-6740 howard.tevelson@sfgov.org

**END OF SPECIAL CONDITIONS**

**CITY AND COUNTY OF SAN FRANCISCO**
**OFFICE OF CONTRACT ADMINISTRATION**
**PURCHASING DIVISION**

96001B

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

**Required Information of All Bidders**
**Bid Questionnaire**

| | | | | | |
|---|---|---|---|---|---|
| 1. | Are you bidding as specified? | YES | | NO | |
| 2. | Are you bidding as a Manufacturer or as a Distributor? | MFR | | DIST | |
| 3. | Do you have a direct order entry system or other type of system that can facilitate ordering (eg. online catalog and ordering system?) | YES | | NO | |
| | *If Yes, specify type:* | | | | |
| 4. | Can you comply with the delivery requirements of Special Condition 73? | YES | | NO | |
| 5. | Are you claiming LBE preference on this bid per Chapter 14B? If yes, see General Conditions 42 & 43 and check appropriate line below: | YES | | NO | |
| | *We are currently certified. CMD has issued us Certification No.:* | | | | |
| | *We submitted LBE Certification Application to the CMD on:* | | | | |
| 6. | If claiming LBE preference, have you submitted proof of supplier relationships as an authorized dealer (See General Condition 42)? | YES | | NO | |
| 7. | Have you registered as a Supplier, through the Supplier Portal? | YES | | NO | |
| | If not, visit our SF City Partner website at: *https://sfcitypartner.sfgov.org/?* | | | | |
| 8. | Have you registered your business with the San Francisco Treasurer & Tax Collector? If yes, check appropriate line below: | YES | | NO | |
| | *Attached with our bid is our current SF Business Tax certificate.* | | | | |
| | *The Business Tax Certificate No. is:* | | | | |
| | *Our Business Tax Certificate number, entered above, registers the following address (street, city, state, zip):* | | | | |

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

| | | | | | |
|---|---|---|---|---|---|
| 9. | Has your company enrolled to receive direct deposit payments from the City? | YES | | NO | |
| 10. | **Have you completed and uploaded in PeopleSoft all the required Bid documents?** (See Special Condition 92) | | | | |
| | a. Page 1 of the Contract Proposal | YES | | NO | |
| | b. **Excel Bid Sheets for items being bid** | YES | | NO | |
| | c. Specifications on alternate items bid (if applicable) | YES | | NO | |
| | d. Signed copy of all Bid Addenda (if applicable) | YES | | NO | |
| | e. All questionnaires and forms, completed and signed | YES | | NO | |
| | * This Bidder Questionnaire | YES | | NO | |
| | * Company Information form | YES | | NO | |
| | * Reference Information form, including three (3) verifiable references | YES | | NO | |
| | * First Source Hiring Form | YES | | NO | |
| | * Any other required forms | YES | | NO | |
| 11. | Have you bid on all bid line items in PeopleSoft listing the **Total Extended Prices**? | YES | | NO | |

12. Response to General Condition 57 “Contractors Unable to do Business with the City":

*I certify that my company is headquartered at the following address:*

| | |
|---|---|
| *Street* | |
| *State/Zip* | |

*I will notify the City if my company’s headquarters moves.*

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

## Required Information of All Bidders

### Company Information

| | |
|---|---|
| Name of Firm: | |
| Address: | |
| Phone No.: | |
| Toll Free Phone No.: | |
| Contact, Title: | |
| E-mail address: | |
| Supplier Number: | |
| Federal Tax ID | |
| Payment Terms: | |
| Person Preparing Bid: | |
| Local Representative: (if other than bid preparer) | |
| Address: | |
| Phone: | |

Where is your warehouse or store's facility from which you intend to furnish contract items?

| | |
|---|---|
| Address: | |

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

## Required Information of All Bidders

### Company Information (Continued)

What are the telephone and fax number for placing orders?

| | |
|---|---|
| Telephone | |
| Toll Free | |
| Fax | |

What hours do you provide for Will-Call orders?

| | | |
|---|---|---|
| | to | |

If address for Will-Call is different than above, please specify:

| | |
|---|---|
| *Address:* | |
| | |
| | |

What is your 24-hour emergency telephone number, per General Condition 56?

| | |
|---|---|
| *Telephone:* | |

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

## Required Information of All Bidders

## References

### *Release of Liability – For References*

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **TC 96001A City Wide Furniture** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**City Wide System Furniture**
For the Term November 01, 2020 through September 14, 2023

## Required Information of All Bidders

### References (continued)

All bidders, including current Contractor, must provide references of a least three organizations of the approximate size and volume comparable to commodities described in this Contract Proposal.

| | | |
|---|---|---|
| **1.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |
| **2.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |
| **3.** | Name of Company | |
| | Address (street, city, state, zip) | |
| | Contact | |
| | Phone No. | |
| | Email [REQUIRED] | |
| | Number of Years Providing Service | |

**Successful bidder may be required to submit a letter of reference from each reference listed within five days of notification. Failure to do so may result in rejection of bid.**

## Standard Bid Forms

Before the City can award a contract to any vendor, that vendor must become an approved City Supplier. Because many Contractors have already completed the necessary registration forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Detailed information, instructions, and training videos in connection with becoming an Approved Supplier can be found at the SF City Partner website: https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx.

If you experience any issues with Supplier registration, please email sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442 during normal business hours from 9 am to 5 pm.

Additional information about the City's contracting requirements and doing business with the City can be found at the following websites:

- Supplier Portal (SF City Partner website): https://sfcitypartner.sfgov.org/
- Business Tax Registration: https://newbusiness.sfgov.org/vendor/
- S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits: http://sfgov.org/cmd/12b-equal-benefits-program
- Local Business Enterprise Certification: http://sfgov.org/cmd/14b-local-business-enterprise-ordinance
- Office of Contract Administration: https://sfgov.org/oca/vendor-information and https://sfgov.org/oca/qualify-do-business

**San Francisco Ethics Commission**
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

## Filing Information

| | | | |
|---|---|---|---|
| **Record Number** | SFEC126F000151506 | **Status** | BOS Legislative Clerk Acceptance |
| **SFEC126f Form Type** | 126f4 BOS | **File Number (BOS)** | 260727 |
| **Type of Filing** | Original | | |

## Contractor Information

| | | | |
|---|---|---|---|
| **Contractor Name** | Resource Design Interiors | **Contractor Email** | kalee.woo@rdi-sf.com |
| **Contractor Phone #** | (415) 777-0202 | **International Address?** | No |
| **Contractor Address (US)** | 350 Brannan St Fl 1 | **Contractor City and State** | San Francisco - CA |
| **Contractor Zip Code** | 94107 | **Country** | United States of America |

## Contract Information

**Contract Amount**
$17,750,000.00

**Bid/RFP#**
4474

**Sourcing Event ID**
0000004474

**Description of Amount of Contract**
The contract total not-to-exceed (NTE) amount is $17,750,000.

**Contract Description**
PeopleSoft Contract ID 1000020436 (OCA Term Contract 96001B) for supply system furniture.

## City Agency - Departmental Contact Information

**Departmental Contact**
Gloria Yuen

**Departmental Contact Phone #**
+16286521635

**Full Department Name**
ADM - Office of the City Administrator

## Contract Approval

**Mayoral Approval Not Required**
false

## Affiliates and subcontractors

| Entity Type | First Name | Last Name | Entity or Sub/Contractor Name |
|---|---|---|---|
| CEO | Kalee | Woo | Resource Design Interiors |
| CFO | Jimmy | Ballard | Resource Design Interiors |
| Board of Directors | Lolita | Buchanan | Resource Design Interiors |
| Board of Directors | Sandy | Shoemaker | Resource Design Interiors |
| Board of Directors | Grace | Li Harper | Resource Design Interiors |
| Subcontractor | | | Allmodular systems, Inc. |
| Board of Directors | Kalee | Woo | Resource Design Interiors |
| Board of Directors | Jimmy | Ballard | Resource Design Interiors |

**City and County of San Francisco**
Daniel Lurie, Mayor

**Office of the City Administrator**
Carmen Chu, City Administrator
Sailaja Kurella, Director
Office of Contract Administration/Purchasing

DATE: June 18, 2026

TO: Angela Calvillo, Clerk of the Board

FROM: Lorna Walker, Deputy Director of Office of Contract Administration ("OCA")

SUBJECT: Resolutions to approve the third amendment to PeopleSoft Contract ID 1000019174 (TC96001A) and third amendment to PeopleSoft Contract ID 1000020436 (TC96001B) with Resource Design Interiors.

Enclosed are the resolutions authorizing the Office of Contract Administration ("OCA") to amend:

- PeopleSoft Contract ID 1000019174 (OCA Term Contract ("TC") 96001A) with Resource Design Interiors ("RDI") for supply furniture, increasing the contract amount by $1,630,000 for a total not-to-exceed (NTE) amount of $10,630,000, extending the contract to the maximum nine-year (9-year) term through September 14, 2029, removing discontinued product lines, and adding new product lines; and
- PeopleSoft Contract ID 1000020436 (OCA Term Contract 96001B) with Resource Design Interiors ("RDI") for supply furniture, increasing the contract amount by $8,750,000 for a total NTE amount of $17,750,000, and extending the contract to the maximum nine-year (9-year) term through December 31, 2029.

## Background

On July 8, 2020, OCA issued an Invitation for Bids ("IFB") for system furniture through Sourcing Event 0000004222. The IFB consisted of three (3) aggregates: (1) Office system furniture; (2) Seating; and, (3) Ancillary furniture. The City intended to award Citywide contracts to the three (3) lowest-priced, most responsive, and responsible bidders for each aggregate.

As a result of Sourcing Event 0000004222, RDI was awarded PeopleSoft Contract ID 1000019174 (TC96001A) for seating (Aggregate 2) from the manufacturer Knoll, which has since merged with Herman Miller to form MillerKnoll.

On September 22, 2020, OCA issued another IFB for office system furniture through Sourcing Event 0000004474. The purpose of this IFB was to rebid Aggregate 1 from the previous Sourcing Event 0000004222 since that solicitation resulted in only two awards, even though the solicitation specified that three contracts would be awarded.

As a result of this rebid, RDI was awarded PeopleSoft Contract ID 1000020436 (OCA TC96001B) for Knoll office system furniture.

**Contract Execution, Modification and Pricing Structure:**

**1. PeopleSoft Contract ID 1000019174 (TC96001A):**

PeopleSoft Contract ID 1000019174 (TC96001A) was executed with a Not-To-Exceed ("NTE") Amount of Nine Million dollars ($9,000,000) and a term from September 15, 2020 to September 14, 2023, with an option to extend for no more than nine (9) years.

The contract includes both goods and services based on fixed-volume discount percentages for various seating lines and fixed hourly rates for services such as delivery and installation.

On May 18, 2022, the contract was amended to increase certain pricing and extend the term for three (3) years, resulting in a new end date of September 14, 2026. No change was made to the Contract Not-To-Exceed Amount.

On October 25, 2024, the contract was amended a second time to increase certain pricing. No change was made to the Contract Not-To-Exceed Amount or the duration term.

The third amendment will extend the contract end date to September 14, 2029 and increase the NTE. As outlined in Table 1 below, the City has encumbered an average of Seventy-Seven Thousand Three Hundred Twenty-One dollars ($77,321) per month against Contract 1000019174 since its start date of September 15, 2020. Based on the average monthly encumbrances to date and the forty (40) remaining months once this contract is extended, OCA estimates that the NTE amount must be increased to Ten Million Six Hundred Thirty Thousand dollars ($10,630,000) to ensure adequate funds through their revised contract end date of September 14, 2029. This amount includes an additional $1,500,000 to account for the San Francisco Public Utilities' ("PUC") anticipated purchases for office renovations, workspace reconfigurations, employee relocations, and other facility improvement projects across PUC facilities, as well as a 25% contingency to account for potential price increases and increased usage, as permitted under the contract.

OCA is proposing a 25% contingency due to significant unforeseen global factors that have sharply increased costs. Recent increases in fuel prices have driven up transportation and delivery expenses, while new or elevated tariffs on imported materials have resulted in higher product and manufacturing costs. These external market conditions are outside the City's control, and the additional contingency will help ensure that City Departments can utilize these contracts without disruption despite global economic fluctuations.

Table 1: Third Amendment NTE amount calculations for PS CID 1000019174 as of May 11, 2026:

| | |
|---|---|
| Avg Monthly PO Encumbrances Since Contract Start Date | $77,321 |
| **Additional Funds Needed through Contract End Date** | $3,106,062 |
| **Additional Funds Needed (PUC anticipated spend in coming years)** | $1,500,000 |
| Less Available Contract Balance in PS | ($3,753,755) |

| | |
|---|---|
| Plus Contingency (25%) | $776,515 |
| **Total Additional Funds Needed through Contract End Date** | $1,628,922 |
| | |
| **Current Executed Contract NTE** | $9,000,000 |
| **Proposed Revised Executed Contract NTE (Rounded to nearest ten thousand)** | **$10,630,000** |

**2. PeopleSoft Contract ID 1000020436 (TC96001B):**

PeopleSoft Contract ID 1000020436 (TC96001B) was executed with an NTE amount of Nine Million dollars ($9,000,000) and a term from January 1, 2021 to September 14, 2023, with an option to extend for no more than nine (9) years.

The contract includes both goods and services based on fixed discount percentages for various product lines and fixed hourly rates for services such as project management, design, delivery, and installation.

On May 17, 2022, the contract was amended to increase certain pricing and extend the contract for three (3) years, resulting in a new end date of September 14, 2026. No change was made to the Contract Not-To-Exceed Amount.

On December 18, 2024, the contract was amended again to increase certain pricing. No change was made to the Contract Not-To-Exceed Amount or the duration term.

The third amendment will extend the contract end date to December 31, 2029 and increase NTE. As outlined in Table 2 below, the City has encumbered an average of One Hundred Nineteen Thousand Seven Hundred Seventy-One dollars ($119,771) per month against Contract 1000020436 since its start date of January 1, 2021. Based on the average monthly encumbrances to date and the forty-four (44) remaining months once this contract is extended, OCA estimates that the NTE amount must be increased to Seventeen Million Seven Hundred Fifty Thousand dollars ($17,750,000) to ensure adequate funds through the revised contract end date of December 31, 2029. This amount includes an additional $3,500,000 to account for the San Francisco Public Utilities' ("PUC") anticipated purchases for office renovations, workspace reconfigurations, employee relocations, and other facility improvement projects across PUC facilities, as well as a 25% contingency to account for potential price increases and increased usage, as permitted under the contract.

OCA is proposing a contingency of 25% due to significant unforeseen global factors that have sharply increased costs. Recent increases in fuel prices have driven up transportation and delivery expenses, while new or elevated tariffs on imported materials have resulted in higher product and manufacturing costs. These external market conditions are outside the City's control, and the additional contingency will help ensure that City Departments can utilize these contracts without disruption despite global economic fluctuations.

Table 2: Third Amendment NTE amount calculations for PS CID 1000020436 as of May 11, 2026:

| | |
|---|---|
| Avg Monthly PO Encumbrances Since Contract Start Date | $119,771 |
| **Additional Funds Needed through Contract End Date** | $5,236,539 |
| **Additional Funds Needed (PUC anticipated spend in coming years)** | $3,500,000 |
| Less Available Contract Balance in PS | ($1,298,744) |
| Plus Contingency (25%) | $1,309,135 |
| **Total Additional Funds Needed through Contract End Date** | $8,746,930 |
| | |
| **Current Executed Contract NTE** | $9,000,000 |
| **Proposed Revised Executed Contract NTE (Rounded to nearest ten thousand)** | **$17,750,000** |

## Recommendation

Both furniture contracts are essential to the City and County of San Francisco because it ensures consistent, reliable, and cost-effective access to the system furniture needed to support city operations and renovation projects. Both awarded contracts help City Departments furnish offices, public facilities, and workspaces quickly and in compliance with City procurement rules. It also standardizes quality, secures contract pricing, and streamlines project timelines because these contracts offer project management and design services, delivery, and installation.

For these reasons, timely approval of these resolutions will provide City departments with continued access to system furniture and related services through these citywide contracts.

If you have any questions or require additional information, please contact Gloria Yuen at (628) 652-1635.

## Enclosures:

1. Contract 1000019174 Initial Contract
2. Contract 1000019174 Contract Modification 1
3. Contract 1000019174 Contract Modification 2
4. Contract 1000019174 Proposed Third Amendment (unsigned)
5. Contract 1000019174 Third Amendment Resolution
6. Contract 1000019174 Form 126f4
7. Contract 1000020436 Initial Contract
8. Contract 1000020436 Contract Modification 1
9. Contract 1000020436 Contract Modification 2
10. Contract 1000020436 Proposed Third Amendment (unsigned)

11. Contract 1000020436 Third Amendment Resolution
12. Contract 1000020436 Form 126f4