

File No. 220144

Committee Item No. 1

Board Item No. 8

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 6, 2022

Board of Supervisors Meeting Date April 12, 2022

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Executed Redacted Energy Storage Service Agreement - 1/24/22</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Exhibit L - DRAFT Buyer Liability Pass Through Agreement</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Draft Tumbleweed Energy Storage Project Share Agreement</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CPUC Decision No. 20-05-003 - 6/24/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>California Community Power Resolution No. 22-01-02</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Joint CCA Request for Offers - 10/15/20</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SFPUC Resolution No. 21-0023 - 2/9/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CAL Community Power Agency Joint Powers Agreement - 1/29/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>BOS Ordinance No. 25-21 - 3/12/21</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>SFPUC Resolution No. 22-0041 - 2/22/22</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Environment Presentation 4/6/2022</u>

Completed by: Brent Jalipa Date March 30, 2022

Completed by: Brent Jalipa Date April 7, 2022

1 [Contract Agreement - Retroactive - Rebuilding Together San Francisco - Fix Lead SF - Not to  
2 Exceed \$14,300,000]

3 **Resolution retroactively authorizing the Department of the Environment to execute a**  
4 **contract between the City and County of San Francisco, acting by and through its**  
5 **Department of the Environment, and Rebuilding Together San Francisco for the**  
6 **provision of the administration of the City and County's Fix Lead SF Program, a**  
7 **program to reduce childhood lead poisoning in San Francisco residences, for the five-**  
8 **year period of March 1, 2022, through February 28, 2027, in the amount not to exceed**  
9 **\$14,300,000 with three one-year options to extend.**

10  
11 WHEREAS, The City and County's Fix Lead SF program is a collaboration of the  
12 Department of The Environment, the Department of Public Health, and the Mayor's Office of  
13 Economic and Workforce Development; and

14 WHEREAS, Funding for Fix Lead SF comes from a legal settlement agreement  
15 between three major paint manufacturers, CCSF, and nine other cities and counties in  
16 California; and

17 WHEREAS, Between 2020 and 2027, CCSF will receive a total of approximately  
18 \$21,000,000 from the settlement of which SF Environment anticipates spending 75% of this  
19 funding on identifying and removing lead risks in residential buildings in San Francisco; and

20 WHEREAS, Lead is a neurotoxin and the mission of the program is to reduce the  
21 amount of lead risks in as many San Francisco residential units as possible; and

22 WHEREAS, This contract was competitively procured as required by Administrative  
23 Code, Chapter 21.1, through a Request for Proposals issued by the Department of the  
24 Environment on September 7, 2021, under Sourcing Event 0000005807 for Fix Lead SF  
25 program administration including but not limited to hiring, managing, and paying State lead-

1 certified professionals; managing tenant relocation; tracking individual project progression;  
2 preparing requested progress reports; and

3 WHEREAS, Rebuilding Together San Francisco submitted a responsive and  
4 responsible proposal and was awarded the contract subject to Board of Supervisors approval  
5 by resolution; now, therefore be it

6 RESOLVED, That the Board of Supervisors hereby approves the contract with  
7 Rebuilding Together San Francisco to provide administration of the City and County's Fix  
8 Lead SF Program, for the period of March 1, 2022, to February 28, 2027, in an amount not to  
9 exceed \$14,300,000; and, be it

10 FURTHER RESOLVED, That within 30 days of the contract being fully executed, the  
11 Department of the Environment shall submit to the Clerk of the Board of Supervisors a  
12 completely executed copy of the contract for inclusion in File No. 220144.

<b>Item 1</b> <b>File 22-0144</b>	<b>Department:</b> Department of Environment (ENV)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>The proposed resolution would retroactively approve a contract between the Department of the Environment (ENV) and Rebuilding Together San Francisco for the Fix Lead SF Program to reduce childhood lead poisoning, for a five-year term from March 2022 through February 2027, with an amount not to exceed \$14,300,000, and three one-year options to extend.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>In July 2019, 10 California cities and counties, including San Francisco, reached a \$305 million settlement with three companies to address lead-paint related hazards. The City will receive approximately \$21 million from the settlement and has started the Fix Lead SF program as a collaboration between ENV, the Department of Public Health (DPH), and the Office of Economic and Workforce Development (OEWD) with the mission of reducing the amount of lead risks in residential buildings.</li> <li>Under the contract, Rebuilding Together would work with licensed lead professionals to identify and remove lead paint from residential buildings. The scope of services for the contract includes: (1) providing initial payment to inspectors, remediation supervisors, relocation providers, and tenants, with payments to be reimbursed by the City; (2) tenant relocation when deemed necessary by the City's Project Monitor or the remediation supervisor; (3) contracting and management of lead professionals and relocation service providers; (4) documenting individual project progress, sending notifications to involved parties, maintaining project files, and monitoring project timelines through the City's database; and (5) other tasks as requested, such as participating in program evaluation and providing access to additional networking opportunities for Fix Lead SF outreach. DPH anticipates performing approximately 358 lead abatement projects over five years.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>The proposed contract would have a total not to exceed amount of \$14,300,000 over five years, funded entirely by settlement funds.</li> <li>Approximately 93 percent of projected expenditures are for pass-through payments to service providers and approximately seven percent of projected expenditures are for tasks performed by Rebuilding Together.</li> <li>The proposed contract would be entirely funded by the settlement funds. After accounting for the contract, Fix Lead SF will have approximately \$6.7 million in remaining available settlement funds, which will largely be spent on DPH and ENV staff to evaluate applications and to monitor and certify projects.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

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

**BACKGROUND**

In July 2019, 10 California cities and counties, including San Francisco, reached a \$305 million settlement with The Sherwin-Williams Company, ConAgra Grocery Products Company, and NL Industries, Inc. to address lead paint-related hazards. The City will receive approximately \$21 million from the settlement and has started the Fix Lead SF program as a collaboration between the Department of the Environment (ENV), Department of Public Health (DPH), and Office of Economic and Workforce Development (OEWD) with the mission to reduce the amount of lead risks in as many San Francisco residential units as possible. Fix Lead SF, under the lead of DPH, has decided to spend approximately 75 percent of funding on identifying and removing lead risks in residential buildings in San Francisco. ENV estimates that approximately 81 percent of San Francisco housing was built before 1978, when lead-based paint was banned in the United States.<sup>1</sup>

In September 2021, ENV issued a Request for Proposals (RFP) to select a vendor to help administer the Fix Lead SF program. Rebuilding Together San Francisco (Rebuilding Together) submitted the only proposal and was deemed to meet the minimum requirements of the RFP.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve a contract between ENV and Rebuilding Together for the Fix Lead SF Program, for a five-year term from March 2022 through February 2027, with an amount not to exceed \$14,300,000, and three one-year options to extend through February 2030. As the contract term started March 1, 2022, approval of the proposed resolution should be considered retroactive.

Under the contract, Rebuilding Together would work with licensed lead professionals to identify and remove lead paint from residential buildings. The scope of services for the contract includes: (1) providing initial payment to inspectors, remediation supervisors, relocation providers, and tenants, with payments to be reimbursed by the City; (2) tenant relocation when deemed necessary by the City's Project Monitor or the remediation supervisor; (3) contracting and management of lead professionals and relocation service providers; (4) documenting individual project progress, sending notifications to involved parties, maintaining project files, and monitoring project timelines through the City's database; and (5) other tasks as requested, such

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<sup>1</sup> According to a Santa Clara County Counsel webpage detailing the settlement terms, 318,535 residential units in San Francisco were built before 1980.

as participating in program evaluation and providing access to additional networking opportunities for Fix Lead SF outreach.

According to David Kashani, ENV Contracts and Grants Coordinator, the program would be eligible for property owners of San Francisco residential buildings built before 1950 with nine units or less and must have either at least one child living in the building less than six years old, or at least one child under six years old who visits often, or families expecting children soon.

All lead remediation subcontractors must be certified by the California Department of Public Health (CDPH), which publishes a list of certified professionals. Rebuilding Together would notify qualified contractors who have expressed interest in the program of bid walks for each project. Contractors would then competitively bid on each project, with selection based on various criteria. If tenants need to be relocated, they would either be relocated with family or friends, in an available unit within the same building, or in a lead-safe hotel nearby. ENV anticipates that tenants would not have to be relocated for more than 20 days.

According to Contracts and Grants Coordinator Kashani, contract performance would be monitored on an ongoing basis, as ENV's Project Monitor would be interacting with Rebuilding Together almost daily. The Fix Lead SF program will have regular meetings (at least monthly) to discuss progress and resolve any barriers to successful completion of projects. ENV will track timeliness of accomplishing tasks through a database. Tenants who require relocation will be surveyed regarding their satisfaction with Rebuilding Together managing their relocation. The performance benchmarks for Rebuilding Together will be paying lead professionals' invoices in 10 days or less and ensuring that contractors complete lead abatement within 10 days and inspectors submit reports within five business days for tenants to start re-occupancy within 20 days.

## FISCAL IMPACT

The proposed contract would have a total not to exceed amount of \$14,300,000 over five years. Projected expenditures by task are shown in Exhibit 1 below.

### Exhibit 1: Projected Contract Expenditures by Task

Task	Hours	Average Billing Rate <sup>2</sup>	Total
Provide Payment to Service Providers	500	\$88.52	\$44,260
Coordinate Tenant Relocation	2,486	93.91	233,450
Manage Lead Professional Service Providers	6,600	97.01	630,252
Provide Administrative/Recordkeeping Assistance	500	88.52	44,260
<i>Subtotal</i>	<i>10,086</i>	<i>95.40</i>	<i>\$962,222</i>
Pass-Through Payments to Service Providers			13,337,778
<b>Total</b>			<b>\$14,300,000</b>

Source: Proposed contract.

<sup>2</sup> The proposed contract specifies hourly billing rates of \$118.93 for the Project Manager, \$100.52 for the Executive Director, and \$52.11 for the Program Assistant. The average billing rates shown are the weighted average for each task based on the estimated hours needed by each position to complete the task.

As shown above, approximately 93 percent of projected expenditures are for pass-through payments to service providers and approximately seven percent of projected expenditures are for tasks performed by Rebuilding Together.

ENV anticipates performing approximately 70 lead abatement projects per year, as well as eight pilot projects to get the program started, for a total of 358 over the five-year term of the contract. The estimated cost per project is approximately \$40,000. According to Contracts and Grants Coordinator Kashani, this amount was based on a similar project conducted by the Mayor's Office of Housing and Community Development (MOHCD), which had an average cost of \$35,000 per contract. ENV anticipates that costs will be slightly higher because these projects involve lead abatement as opposed to lead stabilization.

The proposed contract would be entirely funded by the settlement funds. After accounting for the contract, Fix Lead SF will have approximately \$6.7 million in remaining available settlement funds. According to Contracts and Grants Coordinator Kashani, the remaining funds will be used for ENV and DPH staff salaries, the building of a program database, and outreach professional services and materials over the past two years and next five years of project implementation. Approximately \$1,056,993 funded City staff in FY 2020-22, \$3,205,537 will fund 2.75 City FTE from FY 2022-23 through FY 2026-27, \$350,000 will fund program outreach, \$100,000 will fund miscellaneous expenses, such as database development, and \$2,000,000 will be available as a contingency for additional staff salaries if the contract is extended. City staff at DPH and ENV will evaluate applications as well as monitor and certify projects.

#### **RECOMMENDATION**

Approve the proposed resolution.

<b>Item 6</b> <b>File 22-0144</b>	<b>Department:</b> Department of Environment (ENV)
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#### **RECOMMENDATION**

Approve the proposed resolution.

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

**Agreement between the City and County of San Francisco and**

**REBUILDING TOGETHER SAN FRANCISCO  
1000024569**

This Agreement is made this 1st day of March, 2022, in the City and County of San Francisco (“City”), State of California, by and between **REBUILDING TOGETHER SAN FRANCISCO, PIER 28, THE EMBARCADERO, SAN FRANCISCO, CA 94105** (“Contractor”) and City.

**Recitals**

WHEREAS, the Department of the Environment (“Department”) wishes to procure the professional administration of the City and County’s Fix Lead SF Program, a program to reduce childhood lead poisoning in San Francisco; and

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

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID 0000005807; and

WHEREAS, this is a contract for Services and the Local Business Entity (“LBE”) subcontracting participation requirement for the Services has been waived; and

WHEREAS, approval for the Agreement was obtained on February 7, 2022 from the Civil Service Commission under PSC number 43810 - 21/22 in the amount of \$14,300,000 for the period of Five (5) years; and

WHEREAS, the City’s **Board of Supervisors** approved this Agreement by **[insert resolution number]** on **[insert date of Commission or Board action]**.

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and Department of the Environment.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

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

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

1.6 “Contractor” or “Consultant” means REBUILDING TOGETHER SAN FRANCISCO, PIER 28, THE EMBARCADERO, SAN FRANCISCO, CA 94105.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

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

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

## **Article 2      Term of the Agreement**

2.1 The term of this Agreement shall commence on **March 1, 2022** and expire on **February 28, 2027**, unless earlier terminated as otherwise provided herein.

2.2 The City has three (3) options to renew the Agreement for a period of one (1) year each. The City may extend this Agreement beyond the expiration date by exercising an option at

the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **Article 3 Financial Matters**

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

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**3.2 Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

#### **3.3 Compensation.**

**3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for 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 **FOURTEEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$14,300,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if

the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

**3.3.6 Getting paid by the City for Goods and/or Services.**

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

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

**3.3.7 Reserved. (Grant Funded Contracts Grant Funded Contracts)**

**3.3.8 Payment Terms.**

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

(b) **Reserved (Payment Discounts Terms)**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data

and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Reserved. (Payment of Prevailing Wages)**

## **Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

### **4.2 Personnel**

**4.2.1 Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

#### **4.2.2 Contractor Vaccination Policy.**

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



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

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

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

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

#### **4.3 Subcontracting.**

Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation,

insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

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

of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

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

(d) **Reserved. (Professional Liability Coverage)**

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

(f) **Reserved. (Cyber and Privacy Coverage)**

(g) Pollution Liability Insurance applicable to Contractor's activities and responsibilities under this Agreement with limits not less than \$2,000,000 each occurrence combined single limit, including coverage for on-site third party claims for bodily injury and property damage.

### **5.1.2 Additional Insured Endorsements**

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

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

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

### **5.1.3 Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### **5.1.4 Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

### **5.1.5 Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**5.2 Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## **Article 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**6.2 Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

**6.3 Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7 Payment of Taxes**

**7.1 Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

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

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

## **Article 8      Termination and Default**

### **8.1      Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

## **8.2 Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security



(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or

provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

#### 8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

### **Article 9 Rights In Deliverables**

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any

Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

**10.2 Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

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

### **10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to

comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

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

**10.9 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for

which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Reserved. (Working with Minors)**

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

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

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**10.15 Public Access to Nonprofit Records and Meetings.** If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

**10.16 Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

**10.17 Reserved. (Distribution of Beverages and Water)**

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

**10.18.1** Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

**10.19 Preservative Treated Wood Products.** Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

## **Article 11 General Provisions**

**11.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	San Francisco Department of the Environment Paul Gray, Environmental Specialist 1155 Market Street 3rd Floor, San Francisco, CA 94103 Paul.Gray@sfgov.org T: (415) 355-3786
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To Contractor: Rebuilding Together San Francisco  
Pier 28, Suite 1, Embarcadero  
San Francisco, CA 94105  
Mahogany Roland, Executive Director  
Mahogany@RTSF.ORG

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

**11.2 Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**11.3 Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

**11.4 Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 4.3, "Subcontracting" and Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**11.6 Dispute Resolution Procedure.**

**11.6.1 Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

**11.6.2 Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11.8 Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

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

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

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**11.13 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated October 20, 2021. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.



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

## **Article 12 Department Specific Terms**

### **12.1 Reserved.**

## **Article 13 Data and Security**

### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

### **13.2 Reserved. (Business Associate Agreement)**

### **13.3 Management of City Data and Confidential Information.**

**13.3.1 Use of City Data and Confidential Information.** Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Data outside the United States is subject to prior written authorization by the City. Access to City’s Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City

Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

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

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

## **Article 14 MacBride And Signature**

**14.1 MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

Recommended by:

**REBUILDING TOGETHER SAN FRANCISCO**

By:

By:

Deborah O. Raphael, Director  
Department of the Environment

Mahogany Roland, Executive Director  
Pier 28, Suite 1, Embarcadero  
San Francisco, CA 94105  
Mahogany@RTSF.ORG  
City Supplier Number: 0000012416

Approved as to Form:

David Chiu  
City Attorney

By:

Lauren Curry  
Deputy City Attorney

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

By:

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Task Order Form
- D: Minimum Qualifications for Subcontractors
- E: Fix Lead SF Program Workflow

## Appendix A Scope of Services

Contractor will support the City in its implementation of the *Fix Lead SF* program. A flow diagram and a description of the implementation of *Fix Lead SF* are attached.

The Contractor's support roles will include:

- 1) Financial—The Awardee will function as an “Initial Payment Provider” on behalf of the City. The Awardee will pay the *Fix Lead SF* inspectors, remediation Supervisors, relocation providers, and tenants; afterwards, the Awardee will request reimbursement from the City for these expenditures.
- 2) Relocation—The Awardee will be in charge of Tenant Relocation when deemed necessary by the City's Project Monitor or the remediation Supervisor.
- 3) Management of Lead Professional Service Providers—The Awardee will be contracting with lead professionals and relocation service providers.
- 4) Administrative and Recordkeeping—The Awardee will document individual project progress by using the City's database, send notifications to involved parties, maintain project files, and monitor project timeliness using the City's database.
- 5) Others as requested—The Awardee may be asked to participate in program evaluation and provide access to additional networking opportunities for *Fix Lead SF* outreach.

The table below provides details of some of the major tasks within each role.

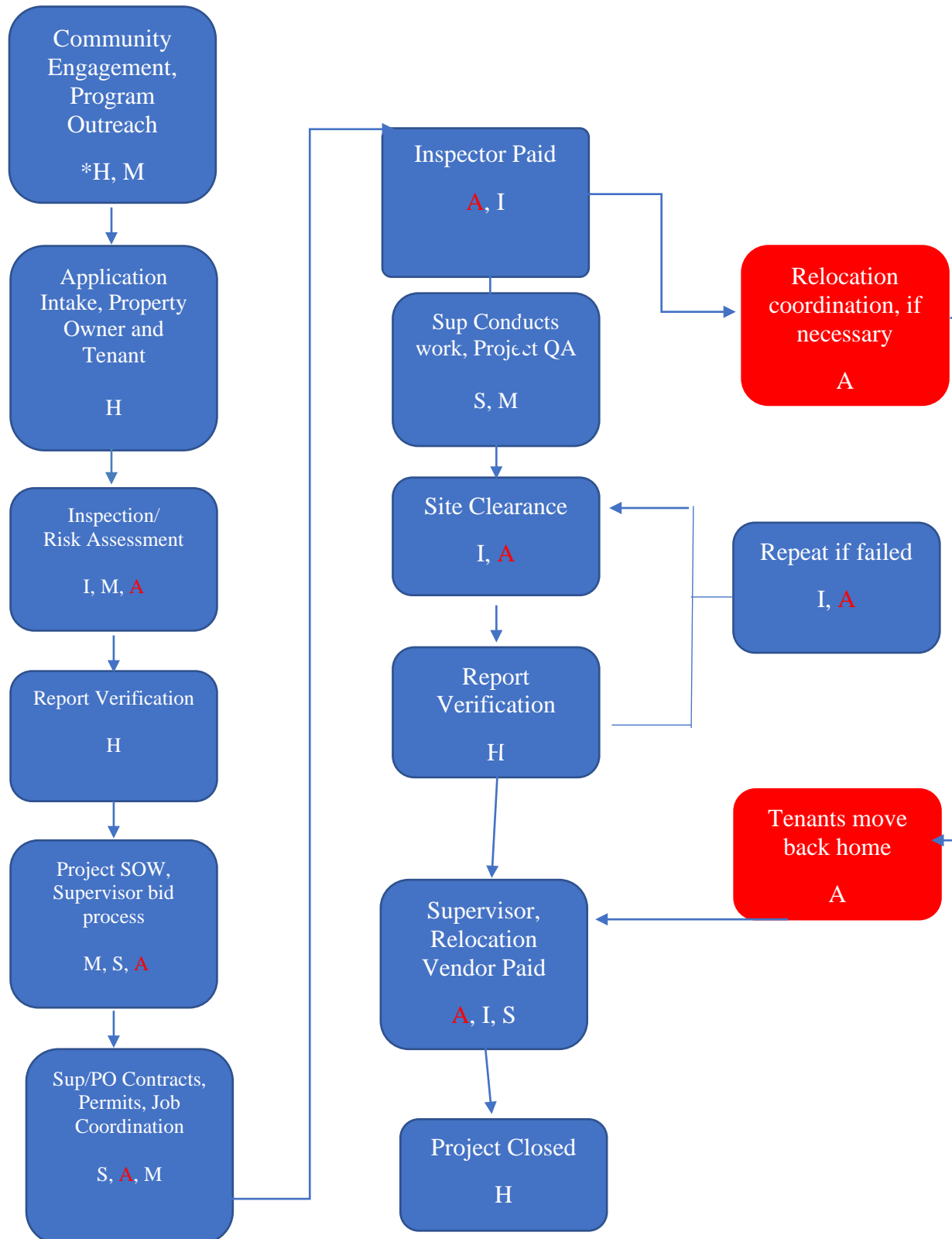
Role	Types of Services to be Provided
Financial: Initial Payment Provider	<ul style="list-style-type: none"> <li>Ensure that there is sufficient access to capital to advance payment to the <i>Fix Lead SF</i> service providers under 10 business days, then invoice the City for reimbursement monthly</li> <li>Process and reimburse relocated residents' expenses</li> <li>Pay for services provided by the <i>Fix Lead SF</i> contractors</li> </ul>
Relocation Coordinator	<ul style="list-style-type: none"> <li>Research and create a list of approved Relocation Service Providers within SF</li> <li>Establish relationships with approved Relocation Service Providers to determine reservation protocols, and reserve rooms as needed</li> <li>Coordinate with Lead-Remediation Supervisor, residents, and property owners regarding relocation and re-occupancy</li> <li>Provide assistance as needed to residents before, during, and after relocation</li> </ul>
Management of Lead Professional Service Providers: Contractor Broker	<ul style="list-style-type: none"> <li>Sign agreement with a Lead Inspector to do 1<sup>st</sup> inspection and Clearance Inspection</li> <li>Dispatch Lead Inspector to do risk assessment and Clearance inspections</li> <li>Send a notification to solicit a bid on a Scope of Work</li> <li>Send a notification to the Lead Remediation Supervisor who had a successful bid</li> <li>Dispatch Lead Remediation Supervisor to a project</li> <li>Document Clearance prior to payment</li> <li>Document invoices for labor and materials by Lead Inspectors, Lead Remediation Supervisors, and Relocation Service Providers</li> <li>Notify City of issues regarding non-performance of Lead Inspectors and Lead Remediation Supervisors</li> </ul>
Administrative/ Recordkeeping: Administrative Assistant	<ul style="list-style-type: none"> <li>Check daily for notifications from the Health Department that an application is ready to be initialized into the program process</li> <li>Prepare agreements for signatures from City-drafted templates</li> <li>Prepare notifications to property owners using City-drafted templates</li> <li>Appointment scheduling</li> <li>Obtain City approval on Clearance Reports to start payments</li> <li>Data entry into City-built data system</li> </ul>

### **Workflow Responsibilities from Start to Finish of a Typical *Fix Lead SF* Project**

- Check daily for any new applications approved by DPH to move forward
- Assign an Inspector to a new project and notify to connect with the PO
- After Inspector schedules visit, calendar the date and notify PM
- Receive all documents from Inspector and wait for DPH clearance to pay
- Pay Inspector once cleared
- Send a copy of the inspection report to the PO
- Send out a 'bid walk' notification email to the list of participating Supervisors with the PM's scope of work (SOW)
- Receive all bid proposals by due date and pass along to PM
- Award Supervisor the project after notification from the City and request final draft of the contract for you to review.
- Receive PO signed contract from Supervisor and verify they obtained any necessary permits.
- Release project to move forward
- If relocation is necessary, calendar potential project start date discussed by Supervisor/PO/tenants. Calendar trigger dates for start of relocation.
- As date approaches, remind PO to notify tenants.
- Secure a relocation vendor
- Verify start date with Supervisor, and provide any support tenants may need
- Implement relocation
- Inform Supervisor of relocation and authorize start of work
- As project work is coming to a close, notify inspector of clearance
- Receive all clearance documents from the Inspector and wait for DPH approval to pay
- Once cleared, notify the Supervisor, PO, and tenants that property has been cleared
- If relocation was conducted, implement tenant return
- Receive/collect all closing documents and invoices from the Supervisor, Inspector, relocation vendors, and tenant expenses.
- Pay all project invoices

## Workflow for *Fix Lead SF*

\*H=Health Department    M=Project Monitor    A=Awardee    I=Inspector  
S=Supervisor



## Appendix B Calculation of Charges

1. All costs associated with this agreement may not exceed \$14,300,000. Below is an outlay of the estimated projected expenditure areas of the agreement.

Activity	Description	Approved Billable Rates & Allocations			Total
Providing Payment to Service Providers	Advancing timely payment to: <ul style="list-style-type: none"><li>Inspectors</li><li>Supervisors</li><li>Relocation Providers</li></ul> Process and reimburse relocated residents' expenses	Title	Hourly Rate	Hours	\$44,260.00
		Project Manager	\$118.93	200	
		Program Asst	\$52.11	200	
		Executive Director	\$100.52	100	
Coordinating Relocation	<ul style="list-style-type: none"><li>Develop list of approved Relocation Service Providers within SF</li><li>Establish relationships with approved Relocation Service Providers</li><li>Coordinate with Lead-Remediation Supervisor, residents, and property owners regarding relocation and re-occupancy</li><li>Provide assistance to residents for relocation</li></ul>	Title	Hourly Rate	Hours	\$233,450.36
		Project Manager	\$118.93	1200	
		Program Asst	\$52.11	796	
		Executive Director	\$100.52	490	
Manage Lead Professional Service Providers:  Act as Contractor Broker	<ul style="list-style-type: none"><li>Dispatch Lead Inspector to do risk assessment and clearance inspections</li><li>Send a notification to solicit a bid on a Scope of Work</li><li>Dispatch Lead Remediation Supervisor to a project</li><li>Document invoices for labor and materials by Service Providers</li><li>Notify City of issues regarding non-performance Service Providers</li></ul>	Title	Hourly Rate	Hours	\$640,252.00
		Project Manager	\$118.93	4000	
		Program Asst	\$52.11	2000	
		Executive Director	\$100.52	600	
Provide Administrative / Recordkeeping Assistance	<ul style="list-style-type: none"><li>Check notifications from the DPH regarding new applications</li><li>Prepare Service Provider agreements for signatures</li><li>Prepare notifications to property owners</li><li>Appointment scheduling</li><li>Obtain City approval on</li></ul>	Title	Hourly Rate	Hours	\$44,260.00
		Project Manager	\$118.93	200	
		Program Asst	\$52.11	200	
		Executive Director	\$100.52	100	

	Clearance Reports to start payments <ul style="list-style-type: none"> <li>• Data entry into City-built data system</li> </ul>		
Budget set aside for pass through Payments to Service Providers	Budget for the following services: <ul style="list-style-type: none"> <li>• Inspector</li> <li>• Supervisor</li> <li>• Relocation Provider</li> <li>• Residents' non-lodging re-location expenses</li> </ul>		<b>\$13,337,777.64</b>
		<b>Total</b>	<b>\$14,300,000.00</b>

## 2. TASK ORDER

The services described above will be carried out through Task Orders (Appendix C) on an as-needed basis. Task Orders shall be planned and executed either on a time and materials basis or a lump sum basis, depending on the nature of the tasks. The use of either of these bases shall be at the discretion of the Department of the Environment Contract Manager for this Contract. The Task Orders shall be prepared by either the City staff or the Contractor (at the discretion of the Contract Manager) based on the scope of work provided by the Contract Manager. Contractor shall not begin any work until Task Orders pertaining to such work have been approved and issued by the Contract Manager.

Upon receipt of an approved Task Order, the Contractor shall perform the services in a timely manner within the budget and schedules specified in the Task Order.

Each Task Order shall include the following:

- a. Scope of work.
- b. Overall strategy and plan of completing tasks.
- c. Specific work products to be produced.
- d. A schedule for completion of the tasks.
- e. A budget for completion of the task. Budget amount shall include all taxes and any other charges.
- f. Any charges claimed for performing Task Orders must be based on the billing rates specified in Appendix B.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid.



## Appendix C-Task Order Form



**SF Environment**

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A Department of the City and County of San Francisco

## Task Order Form

Fiscal Year

Task order #

Project name

Date prepared

P.O. #

Company

Contract #

Contact name

Scope of work\*: (Please be as detailed and complete as possible.)


Billable work under this task order begins once this document is signed by SF Environment and the Contractor. SF Environment reserves the right to modify or terminate this task order per Article 8 of the Master Agreement. All parties agree to the terms described in this document.

Schedule summary: ☐ Effective date

☒ Services under phase  are projected to be completed no later than

### FOR THE DEPARTMENT OF THE ENVIRONMENT:

1.) Preparer (print)

Signature  Date

#### 2.) REVIEWED BY:

Program manager (print)

Signature  Date

Program manager (print)

Signature  Date

### FOR CONSULTANT:

Total Fee\* (not to exceed):

\*This total does not include reimbursable expenses

#### Compensation basis for fee:

☐ Fixed fee ☒ Reimbursable expenses

☐ Other

#### 3.) APPROVED BY:

Consultant (print name)

Signature  Date

Printed on 100% post-consumer recycled paper.

## Appendix D- Minimum Qualifications for Subcontractors

### A. Inspectional Services—Subcontractors must:

1. Be a California Department of Public Health Lead-Certified Inspector Risk Assessor. A list of these certified professionals can be found here: <https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/LRCcertlist.aspx>
2. Hold and maintain all required City and County licenses.
3. Hold and maintain general commercial liability coverage with a single limit of \$1,000,000 or higher per event.
4. Hold and maintain Workers' Compensation.
5. Comply with all applicable federal, state, and local laws and regulations in conducting business in San Francisco, CA. (e.g., has IRS W-9)
6. Must pay prevailing wage per San Francisco Administrative Code Section 6.22, California Labor Code Sections 1771, 1775, and 1777.5, 1813, and 181.
7. Be able to test paint, dust, and soil samples in accordance with Chapter 5 and 7 of the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", U.S. Department of Housing and Urban Development, July 2012.
8. Be able to follow additional sampling plan as required by the City.
9. Be able to analyze dust and soil samples by a laboratory that has been accredited by the EPA National Lead Laboratory Accreditation Program (NLLAP).
10. Be able to provide documentation from the laboratory stating the minimum sampling area for a floor dust sample that will produce accurate readings at less than or equal to 10 ug/ft<sup>2</sup>.
11. Be able to provide a copy of the lead hazard risk assessment/paint inspection reports and Clearance Inspection reports within 5 business days

### B. Lead-Risks-Reduction Construction Services—Subcontractors must:

1. Be a California Department of Public Health Lead-Certified Supervisor. A list of these certified professionals can be found here: <https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/LRCcertlist.aspx>
2. Be a part of an Environmental Protection Agency as a Certified Renovation Firm. For a complete list, please go to [http://cfpub.epa.gov/flpp/searchrrp\\_firm.htm](http://cfpub.epa.gov/flpp/searchrrp_firm.htm)
3. Be a contractor licensed by the State of California Contractor's License Board to perform the class and type of work required, and ensure that any subcontractors meet the same requirement.
4. Hold and maintain all required City and County licenses.
5. Hold and maintain general commercial liability coverage with a single limit of \$1,000,000 or higher per event.
6. Hold and maintain Workers' Compensation.
7. Be able to comply with all applicable federal, state, and local laws and regulations in conducting business in San Francisco, CA. (e.g., has IRS W-9)
8. Be able to pay prevailing wage per San Francisco Administrative Code Section 6.22, California Labor Code Sections 1771, 1775, and 1777.5, 1813, and 181.

9. Be able to comply with applicable Cal/OSHA program regulations during lead reduction work.
10. Be able to comply with applicable California Hazardous Waste regulations.
11. Obtain all applicable building permits.
12. Agree to perform work according to the Scope of Work prepared by the City.
13. Agree to have the City Project Monitor project progress and appropriate performance.

**C. Relocation Services—Subcontractors must:**

1. Be able to provide a temporary dwelling that's lead safe—built after 1979; or no deteriorated paint or paint-related materials, no children accessibility to painted windows, no friction points on doors, no uncovered soil; or lead hazard free as demonstrated by a recent lead risk assessment conducted by a California Department of Public Health Lead Certified Inspector.
2. Be able to provide a temporary dwelling that meets industry standards for child safety.
3. Hold all required industry specific licenses.
4. Provide disability accessibility.
5. Hold and maintain all required City and County licenses.
6. Hold and maintain general commercial liability coverage with a single limit of \$1,000,000 or higher per event.
7. Hold and maintain Workers' Compensation.
8. Comply with all applicable federal, state, and local laws and regulations in conducting business in San Francisco, CA. (e.g., has IRS W-9)

## Appendix E- Fix Lead SF Program Workflow

**General Role of “Admin”--Facilitate the progress of the flow of tasks; specific tasks include the following but are not limited to them.**

2

Flow of Tasks	Who
<b>Pre-Lead Remediation Work</b>	
Check for applications that have come in each day	DPH
(If paper or pdf application) Check for completeness and call PO to get complete information.	DPH
File applications and attachments	DPH
Educate and confirm understanding of project coverage with applicant	DPH
Determine if project is worth sending an inspection	PM
Send Owner Agreement for signature	DPH
Review Owner Agreement for completeness	DPH
(if PO changes decision on application) Send cancellation letter/email. Enter date of closure	DPH
Review Tenant Notification & Agreement with tenants; obtain WIC/MediCal/CalFresh participation information	DPH
Score application using Equity Criteria and enter Equity Score in database	DPH
Notify readiness of applications to move on to next step	DPH
Check database daily for an update Project List (base on Equity Score) and check to identify applications that are ready for risk assessment	Admin
Review list of inspectors to see who is next for assignment Notify Inspector to connect with PO/tenant (next in line base on Equity Score with application date breaking ties in ranking) to set up risk assessment appointment.	Admin
Notify FixLeadSF of confirmed risk assessment date and time	Inspector
Enter date and time of risk assessment in Calendar	Admin
Notify PM of calendared risk assessment	Admin
Sign agreement with PO to do risk assessment	Inspector
Do risk assessment [and Scope of Work Walk-Thru (SOWWT)]	Inspector, PM
Enter date of risk assessment (and SOWWT)	Admin
Writes and submits, signed agreement with PO, assessment report, and invoice via email (to both Admin & fixleadsf@sfdph.org) or via webpage	Inspector
Enter date of receipt of assessment report and invoice	Admin
File report, signed agreement, and invoice	Admin
Review assessment report for technical quality	DPH
Score application using the Prevention & Hazard Criteria and enter score into database	DPH
Speak with occupants about hazards found and temporary controls	DPH
Notify Admin of approval of assessment report	DPH
Pay inspector	Admin

Enter date of invoice payment	Amin
If project is not worth FixLeadSF involvement, close file and make referral, document	PM, DPH
Send a copy of inspection report to PO with cover memo	Admin/DPH
Do SOWWT if not done yet	PM
Enter date of SOWWT	PM
Re-calculate application score if SOWWT findings did not match application data	PM
Draft scope of work (SOW)	PM
Send out SOW to property owner to review	Admin
Set up an appointment with property owner	PM
Call to discuss SOW with property owner and get Owner Agreement signed?????	PM
Enter date of SOW	PM
File SOW	PM
Notify readiness to move on to next step	PM
Produce daily an update Project List (base on Prevention and Hazard Score and application date as tie breaker) and check to identify applications that are ready for bid walk	Admin
Identify a date for a bid walk with PO/tenants and PM	PM
Notify Admin of date of bid walk	PM
Notify Supervisors of the bid walk date along with SOW	Admin
Calendar in bid walk date and time	Admin
Conduct bid walk	Supervisors
Initialing the SOW??	PO
Enter bid walk date	Admin
Receive proposals by a due date to Admin and cc to <a href="mailto:fixleadsf@sfdph.org">fixleadsf@sfdph.org</a> of via webpage	
Document date of receipts if not done automatically	Admin
File proposals	Admin
Pick one of the proposals using evaluation criteria sheet	PM, DPH, PO?
Send proposals and recommended Supervisor to PO for discussion	PM
File evaluation criteria sheet	PM, DPH
Notify Admin of selected Supervisor	PM, DPH
Contact the selected Supervisor and document date and ask Supervisor to send a draft of the final contract for review	Admin
Review the agreement between the Supervisor and the owner and communicate with Supervisor approval of draft via email as documentation	Admin
Schedule agreement signing date between PM, PO, and Supervisor	Supervisor, PO, PM
Attend signing meeting between Supervisor and owner	Supervisor, PO, PM
Document date of meeting	Admin

File the signed agreement	Admin
Notify readiness to move on to next step	Admin
Obtain as necessary permits, environmental review, historical preservation review	Supervisor
Notify FixLeadSF	Supervisor
<b>Relocation</b>	
Supervisor discusses with tenants and PO potential dates good for relocation	Supervisor, PO, Tenant
Supervisor notifies FixLeadSF a potential start date	Supervisor
Calendar potential start date	Admin
Check for trigger date for relocation for various projects	Admin
Notify property owner to notify tenants that relocation is coming up	Admin
Identify a relocation vendor and current food allowance	Admin
Solidify relocation start date with tenant, Supervisor, and PO	Admin
Calendar in relocation place and date	Admin
Implement relocation after final verification with Supervisor *Obtain a signed tenant relocation agreement or a signed refusal form *Collect all applicable receipts from each group of relocated tenants	All, with Admin coordinating
Document start date of relocation	Admin
Notify readiness to move on to next step	Admin
<b>Remediation Construction Work</b>	
Conduct work	Supervisor
Monitor work for QA	PM
Notify FixLeadSF that construction work has been completed	Supervisor
<b>Clearance Inspection and Project Closure</b>	
Identify an inspector to do Clearance	Admin
Calendar Clearance date and time	Admin
Conducts clearance	Inspector
Document date	Admin
Submits clearance report and invoice to Admin and <a href="mailto:FixLeadSF@sfdph.org">FixLeadSF@sfdph.org</a> or via webpage	Inspector
Receives clearance report and document date and file	Admin
Notify Admin if did not pass Clearance	Inspector
Re-do work or cleaning	Supervisor
Document date of re-cleaning	Admin
Conducts clearance and document date	Inspector
Submits clearance report and invoice to Admin and <a href="mailto:FixLeadSF@sfdph.org">FixLeadSF@sfdph.org</a> or via webpage	Inspector
Receives clearance report and document date and file	Admin
Reviews final clearance report and document date	DPH
Notify Supervisor, owner and tenant that the property has been cleared	Admin

Notify tenant and relocation vendor of end of relocation date and to submit invoice and document end date of relocation	Admin
Pay relocation related food and other costs to tenants	Admin
Pay relocation vendor and document	Admin
Issue invoice for risk reduction construction work (including hazardous waste disposal cost)	Supervisor
Pay contractor and document	Admin
Send letter of closure to PO and file	DPH
Off load documents relating to the property into a permanent storage location	DPH

# CITY ATTORNEY OF SAN FRANCISCO

DAVID CHIU, CITY ATTORNEY

≡ MENU



## California cities and counties announce groundbreaking \$305 million settlement of landmark lead paint litigation

July 17, 2019

*San Francisco will get about \$21 million to protect children and families from lead paint hazards*





SAN FRANCISCO (July 17, 2019) — After nearly 20 years of hard-fought litigation, the County Counsels and City Attorneys of 10 California jurisdictions have reached a settlement on behalf of the People of the State of California that will provide hundreds of millions of dollars to clean up the lead paint that poisons tens of thousands of children across California each year.

Under the settlement agreement, defendants The Sherwin-Williams Company, ConAgra Grocery Products Company, and NL Industries, Inc., will pay \$305 million to the Counties of Santa Clara, Alameda, Los Angeles, Monterey, San Mateo, Solano, and Ventura; the City and County of San Francisco; and the Cities of Oakland and San Diego to address lead paint-related hazards, which to this day continue to be the most significant environmental hazard for children in California and around the country.

The settlement announced today allows the 10 cities and counties to access abatement funds without further delay, ends the threat of further litigation, and gives the cities and counties the flexibility to create more expansive, efficient, and effective clean-up programs tailored to the needs of their communities.

“Lead paint has created a public health crisis for communities in California and across our nation,” said San Francisco City Attorney Dennis Herrera. “This agreement ensures that significant resources will go to address the lead paint crisis and that local governments have the flexibility to best protect children from this pervasive environmental hazard.”

“Today’s settlement holds former manufactures of lead paint responsible for the harm they have caused to generations of California’s children,” said Santa Clara County Counsel James R. Williams. “This settlement is a victory for children and families throughout California. We have fought to hold these companies accountable for nearly twenty years, and will finally have needed funds to devote to protecting our children from lead poisoning.”

The settlement arises out of *County of Santa Clara, et al. v. Atlantic Richfield Company, et al.*, Santa Clara County Superior Court, Case No. 1-00-CV-788657. In 2000, the Santa Clara County Counsel's Office filed this landmark case to hold former lead paint manufacturers responsible for promoting lead paint for use in homes despite their knowledge that the product was highly toxic. San Francisco joined the case in 2001. Young children are especially vulnerable to lead poisoning, the effects of which are irreversible. Although lead paint was banned for residential use in 1978, it is still present in millions of homes in California and continues to be the leading cause of childhood lead poisoning in California.

In 2014, after a six-week trial, the Santa Clara County Superior Court ruled that three former lead paint manufacturers—The Sherwin-Williams Company, ConAgra Grocery Products, and NL—were liable for knowingly marketing a toxic product—lead paint. The court ordered the defendants to provide the funds needed to clean up lead paint inside homes built before 1978 in the ten cities and counties. In 2017, the Court of Appeal upheld the Superior Court's decision, but limited the defendants' liability to clean up homes built before 1951. The California Supreme Court and United States Supreme Court each declined to review the Court of Appeal's precedent-setting decision.

Prior to settlement, the parties were continuing to litigate issues related to the final judgment and the process through which defendants would pay for the lead paint clean-up ordered by the California courts. The court had imposed a time limit of four years on the use of the funds allotted to abatement, after which remaining funds would be returned to the defendants. The court also had restricted expenditure of the funds to certain kinds of remediation projects, excluding homes built after 1950 and areas contaminated by exterior paint, for example.

Today's settlement does away with those restrictions. It gives cities and counties the flexibility to clean up those and other types of lead paint hazards. It also allows the funds to be targeted for intervention services for children with lead poisoning. In addition, it ensures that the cities and counties can use the funds paid by the defendants without the threat that any of the funds will revert back to the defendants.

The 10 cities and counties will divide the settlement funds based on the number of homes with lead paint in each jurisdiction. They will then set up local cleanup programs designed to meet the needs in each city or county. San Francisco is slated to receive about \$21 million for cleanup programs over the next seven years.

The case was litigated on behalf of the People of the State of California by the County Counsels and City Attorneys of the County of Santa Clara, the County of Alameda, the City of Oakland, the City and County of San Francisco, the City of San Diego, the County of Los Angeles, the County of Monterey, the County of San Mateo, the County of Solano, and the County of Ventura. The County Counsel and City Attorney's Offices litigated this case in collaboration with the law firms of Cotchett Pitre & McCarthy LLP, Motley Rice LLC, Mary Alexander & Associates PC, the Law Office of Peter Earle, and Altshuler Berzon LLP.

For more information on the history of the case, please visit [www.sccgov.org/leadpaint](http://www.sccgov.org/leadpaint).

The case is: The case is County of Santa Clara v. Atlantic Richfield Co. et al., Santa Clara Superior Court, case no. 1-00-CV-788657, filed Mar. 23, 2000. Additional case documentation is available on the City Attorney's website at: [www.sfcityattorney.org/category/news/lead-paint/](http://www.sfcityattorney.org/category/news/lead-paint/).

# # #



■ CONSUMER PROTECTION, ENVIRONMENT, LEAD PAINT, MAJOR CASE, NEWS

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# City and County of San Francisco

## Sourcing Event ID 0000005807

### Formal Request for Proposals for: Professional Services for the Fix Lead SF Program

This Solicitation can be viewed on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>



Request for Proposals Issuance	September 7, 2021
Pre-Proposal Conference <b>(Mandatory Attendance)</b>	September 17, 2021 2:30 PM (PST) Join on your computer or mobile app <a href="#">Click here to join the meeting</a>
Deadline for Questions	September 24, 2021 5:00 PM (PST)
Deadline to Submit Proposals	October 25, 2021 5:00 PM (PST)
Short-Listing Notification for Oral Interviews	November 19, 2021
Oral Interviews	December 8, 2021
Notice of Intent to Award	December 15, 2021
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	David Kashani Contracts and Grants Coordinator San Francisco Department of the Environment 1155 Market Street, 3rd Floor San Francisco, CA 94103 David.Kashani@sfgov.org P: (415) 355-3704

### Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: Reserved (Written Proposal Template)
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: Reserved (Sweatfree Ordinance Forms)
- Attachment 10: Minimum Qualifications for Subcontractors
- Attachment 11: Fix Lead SF Program Workflow

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## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “Solicitation”) is being issued by Department of the Environment (“SF Environment”) of the City and County of San Francisco (CCSF or the City). SF Environment is seeking qualified suppliers (“Proposers”) to provide professional services in the administration of CCSF’s Fix Lead SF program, a program to reduce childhood lead poisoning in San Francisco (Proposal). The administration functions will include but are not limited to: hiring, managing, and paying State lead-certified professionals\*; managing tenant relocation\*, tracking individual project progression; preparing requested progress reports.

*(\*Pre-determining a team of lead-certified professionals and relocation providers is NOT part of the response to this solicitation for proposal. The City will be developing policies and procedures that will guide the selection of the Fix Lead SF lead-certified professionals. The requirements for the tenant relocation provider are specified in Attachment 10.)*

The Fix Lead SF program is a collaboration of the Department of The Environment, the Department of Public Health, and the Mayor’s Office of Economic and Workforce Development. Lead is a neurotoxin. Therefore, the mission of the program is to reduce the amount of lead risks in as many San Francisco residential units as possible. Over 90% of the residential buildings in San Francisco were built before 1978 when lead-based paint was used. As a result, there is a potential for most homes to contain lead-contaminated paint, lead-contaminated soil, and lead-contaminated dust. Children under six years of age are especially at risk for lead poisoning because they are more likely to put non-food items such as paint chips, lead-contaminated soil, or lead-dust contaminated hands or toys in their mouths. Women who are pregnant also represent a high-risk for lead poisoning. Adults working with lead can also be poisoned.

Funding for Fix Lead SF comes from a legal settlement agreement between three major paint manufacturers and CCSF and nine other cities and counties in California (<https://tinyurl.com/leadpressrelease>). Between 2020 and 2027 CCSF will be receiving a total of approximately \$21,000,000. SF Environment anticipates spending 75% of this funding on identifying and removing lead risks in residential buildings.

SF Environment shall order goods and/or services covered by the awarded contract through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract during the contract term.

#### **2. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five (5) years. The City at its sole, absolute discretion, shall have the option to extend the term for three (3) additional years for a total of eight (8) years.

### **C. Anticipated Contract Not to Exceed Amount**

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of **\$14,300,000** for the initial term with the expected range of five (5) to eight (8) percent of contract amount set aside for the winning bidder’s professional services and the remainder set aside for professional lead services and relocation. Should the contract be extended, the City may in its discretion choose to increase the NTE proportionally based on the length of the extension, or may choose to extend the term without increasing the initial NTE to add additional funding.

### **D. Reserved (Indefinite Quantity, As Needed Contract).**

### **E. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

### **F. Public Disclosure**

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

### **G. Limitation on Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

## H. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted in the City's Supplier Portal.

Proposal Phase	Tentative Date
Request for Proposals Issued	September 7, 2021
Pre-Proposal Conference <b>(Mandatory Attendance)</b>	September 17, 2021 2:30 PM (PST)
Deadline for Written Questions	September 24, 2021 5:00 PM (PST)
Deadline to Submit Proposals	October 25, 2021 5:00 PM (PST)
Short-Listing Notification for Oral Interviews	November 19, 2021
Oral Interviews	December 8, 2021
Notice of Intent to Award	December 15, 2021
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Final Award	January 2022

**Mandatory Pre-Proposal Conference:** The Mandatory Pre-Proposal Conference shall be held virtually. **Join on your computer or mobile app:** [Click here to join the meeting](#)  
**Or call in (audio only)**+1 415-906-4659 Phone Conference ID: 753 295 363#

**Mandatory Pre-Proposal Conference Details:** The Pre-Proposal Conference will begin at the time specified. Proposers' 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-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.** Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

## I. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## **J. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### **2. Proposal Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

### **3. Time and Place for Submission of Proposals**

Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

**Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process.** In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

## **K. Proposal Selection**

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

## **L. Contract Terms and Negotiations**

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form**

**presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal.** The revised copy of the Proposed Agreement must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer's alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest ranking score.

#### **M. Protest Procedures**

##### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

##### **2. Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

##### **3. Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

##### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

## **II. CITY'S SOCIAL POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy

Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

**A. Proposers Unable to do Business with the City**

**1. Generally**

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

**2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) 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-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**3. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the 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. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**B. Prevailing Wage Ordinance**

Services to be performed by a Proposer selected pursuant to this Solicitation may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of the Agreement awarded as part of this Solicitation as though fully set forth therein and will apply to any Covered Services performed by the awarded Proposer and its subcontractors. *Refer to Attachment 1, City's Proposed Agreement*



*Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**C. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**D. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**E. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**F. Reserved (Sweatfree Procurement)**

**G. Other Social Policy Provisions**

Attachment 1, City's Proposed Agreement Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

**III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

**A. Application of LBE Bid Discounts and Rating Bonuses**

LBE Bid Discounts/Rating Bonuses shall be applicable at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

**1. General and Professional Services**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
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Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%
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## **B. LBE Subcontracting Requirements**

### **1. LBE Subcontracting Participation Requirements**

The LBE Subcontracting Requirement for this Solicitation has been waived.

### **2. Contract Monitoring Division Forms**

Proposers responding to this Solicitation must submit response packages that include the following CMD Forms included in Attachment 3 & 4:

- (a) **CMD Form 2A:** CMD Contract Participation Form
- (b) **CMD Form 3:** CMD Compliance Affidavit
- (c) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required with Proposers' Proposals may result in the response package being deemed non-responsive and rejected.

### **3. CMD Compliance Officer**

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Dalmar Ismail  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 415.581.2322  
Email: [dalmar.ismail@sfgov.org](mailto:dalmar.ismail@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### **4. LBE Payment and Utilization Tracking**

If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

- (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

## **IV. GOODS AND SERVICES REQUESTED**

### **A. Goods and/or Services Requested**

This Solicitation is being issued by SF Department of the Environment (City). The City is seeking qualified vendors ("Proposers") to provide professional services in the logistics of implementing the City's Fix Lead SF program, a program to reduce childhood lead poisoning in



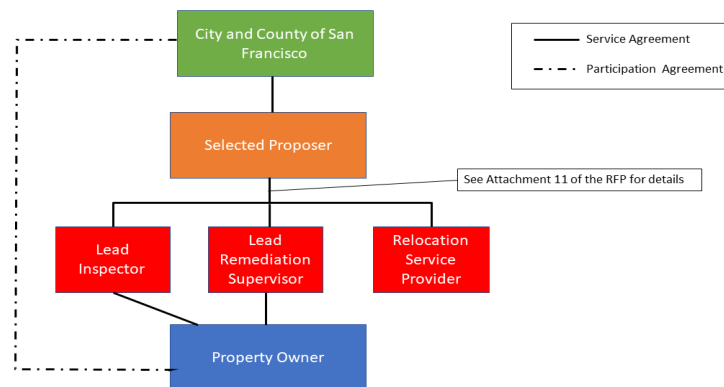
San Francisco. The Scope of Work (SOW) being procured through this Solicitation is set forth below.

## 1. Context for the Scope of Work

### a. Fix Lead SF Phases

- 1) Pilot Phase—For approximately the first 6 months of the program, a limited number of residential homes will receive program services. The purpose of this phase is to gather data and experiences to inform the development and processes of the second phase
- 2) Project Phase—The duration of this phase is planned for five years. Approximately 70 homes will receive program services each year during the Project Phase.

### b. Fix Lead SF Structure



### c. California Health and Safety Code Requirements for Lead-Certified Professionals

State regulations require professionals involved in lead work such as the work proposed by Fix Lead SF to have a California Department of Public Health Lead Certificate (CDPH). A list of these certified professionals is found on the CDPH webpage. The Lead Inspector and the Lead Remediation Supervisor as indicated in the above program structure will come from the CDPH lists. REMINDER: Pre-determining a team of these professionals for Fix Lead SF is NOT part of the response to this solicitation for proposal. The City will be developing policies and procedures that will guide the selection of the Fix Lead SF lead-certified professionals.

## 2. Scope of Work

### a. Improvement of Standard Operating Procedures (SOP)

The City has drafted the Fix Lead SF Program Workflow to be implemented during the Pilot Phase of the program (See Attachment 12- Fix Lead SF Program Workflow). After the Pilot Phase, the Selected Proposer will be invited to provide input to improve the Workflow.

### b. Roles and Services Requested of the Selected Proposer

- 1) Roles—the Selected Proposer will fulfill the following roles:
  - i. Administrative Assistant—to the Fix Lead SF program team

- ii. Contractor Broker—contracting with lead professionals and relocation service providers
  - iii. Initial Payment Provider—ability to make initial payments to lead professionals and relocation services, and then submit supporting documentation for reimbursement of funds paid from the City at a later time.
  - iv. Accounting Administrator
  - v. Relocation Coordinator—implementation of tenant relocation
- 2) Services Requested—the Selected Proposer will provide services including but not limited to the following:

Role	Types of Services to be Provided
Administrative Assistant	<ul style="list-style-type: none"> <li>• Notify City of incoming applications</li> <li>• Dispatch Lead Inspector* to do 1<sup>st</sup> inspections and Clearance inspections</li> <li>• Dispatch Lead Remediation Supervisor* to a project</li> <li>• Prepare agreements for signatures from City-drafted templates</li> <li>• Prepare to property owners from City-drafted templates</li> <li>• Appointment scheduling</li> <li>• Obtain City approval on Clearance Reports to start payments</li> <li>• Data entry into City-built data system</li> </ul>
Contractor Broker	<ul style="list-style-type: none"> <li>• Sign agreement with a Lead Inspector to do 1<sup>st</sup> inspection and Clearance Inspection</li> <li>• Solicit a bid on a Scope of Work</li> <li>• Sign agreement with a Lead Remediation Supervisor</li> <li>• Document Clearance prior to payment</li> <li>• Document invoices for labor and materials by Lead Inspectors, Lead Remediation Supervisors, and Relocation Service Providers**</li> <li>• Notify City of issues regarding non-performance of Lead Inspectors and Lead Remediation Supervisors</li> </ul>
Initial Payment Provider	<ul style="list-style-type: none"> <li>• Pay for services provided by Lead Inspectors, Lead Remediation Supervisors, and Relocation Service Providers</li> </ul>
Accounting Administrator	<ul style="list-style-type: none"> <li>• Process payments of invoices for Lead Inspectors, Lead Remediation Supervisors,</li> </ul>

	Relocation Service Providers, and relocated residents
Relocation Coordinator	<ul style="list-style-type: none"> <li>Obtain a list of approved Relocation Service Providers within SF from the Department</li> <li>Establish relationships with approved Relocation Service Providers to determine reservation protocols, and reserve rooms as needed</li> <li>Coordinate with Lead-Remediation Supervisor, residents, and property owners regarding relocation and re-occupancy</li> <li>Provide assistance to residents before, during, and after relocation</li> </ul>

\*For more information: [Link to cdph.ca.gov](http://Link to cdph.ca.gov)

\*\*City program approved hotels meeting the requirements in Attachment 10 Section C.

- 3) Evaluation—periodically, as requested by the City, the selected Proposer will gather data, prepare progress reports, and submit those reports to the City. The selected Proposer will participate in on-going program evaluation for continuous improvement.
- 4) Other Tasks--As Fix Lead SF develops (in particular, following the Pilot Phase), SF Environment may request the Proposer to provide additional related services not specifically identified in this RFP; for example, to provide access to additional networking opportunities the selected proposer may have for additional Fix Lead SF outreach.

- B. **Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)**
- C. **Reserved (Articles Furnished).**
- D. **Reserved (Alternates).**
- E. **Reserved (Samples).**
- F. **Reserved (Freight on Board).**
- G. **Green Purchasing Requirements**

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City's Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

## V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	20 Points

Written Proposal	80 Points
Oral Interviews	50 Points
<b>TOTAL POINTS</b>	<b>150</b>

Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined in the table above, each of which is addressed in more detail herein. If applicable, a CMD Contract Compliance Officer will assess Proposal compliance with LBE requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on. Award shall be made to the Proposer with the highest Total Points.

## VI. REQUIRED SUPPORTING DOCUMENTATION

Proposers must provide each Required Supporting Documentation (“RSD”) identified below with their Proposal. Failure to do so may result in the Proposal being deemed Non Responsive.

<b>RSD1</b>	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
<b>RSD2</b>	<b>Completed Proposal Attachments:</b> <input type="checkbox"/> Attachment 1: Proposer’s Changes to City’s Proposed Agreement Terms <input type="checkbox"/> Attachment 2: Proposer Questionnaire and References <input type="checkbox"/> Attachment 3: CMD Form 3 <input type="checkbox"/> Attachment 4: LBE Participation and Good Faith Outreach Forms <input type="checkbox"/> Attachment 6: Price Proposal Template <input type="checkbox"/> Attachment 7: First Source Hiring Form <input type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms
<b>RSD3</b>	Signed copies of all Solicitation Addenda, if any.
<b>RSD4</b>	<p><b>Non Profit Entities:</b> If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal:</p> <p>(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.</i></p>

## VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
<b>MQ1</b>	Evidence that Proposer has two (2) years of experience within the last five (5) years in the administration of government programs.
<b>MQ2</b>	Evidence that Proposer has experience working with a diverse population with various cultural backgrounds.

## VIII. PRICE PROPOSAL (20 Points)

### A. Price Proposal Format and Allocation of Points

The Price Proposal Template associated with this Solicitation is attached hereto as Attachment 6. Include a completed Price Proposal Template with your Proposal, following all instructions set forth therein. The total points allocated to the Lowest Proposed Price shall be determined as follows:

$$\left( \frac{\text{Lowest Total Proposed Price}}{\text{Proposer's Total Proposed Price}} \right) \times (\text{Maximum Points possible for Price}).$$

### B. Price Proposal Evaluation Period

The City will attempt to evaluate Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

### C. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### D. Price Lists

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

### E. Reserved (Proposing on Separate Items or in Aggregate(s)).

### F. Application of Discounts for Evaluating Lowest Responsive Proposer

#### 1. LBE Bid Discount/Rating Bonus

Where price is a factor in City's evaluation process, Proposer's price shall be reduced by an amount equal to the applicable LBE Bid Discounts/Rating Bonus. The discount shall be applied

solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law.

## 2. Prompt Payment Discounts

Prompt Payment discount (discount for prompt payment) will not be taken into consideration in determining the Lowest Responsive Proposal.

## 3. Reserved (Anticipated Local Tax Revenue Discount).

## 4. Sample Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Price Proposal for commodities and services.

<b>ABC Firm Price Proposal Attributes</b>			
<ul style="list-style-type: none"> <li>• Certified Small or Micro LBE</li> <li>• SF Presence as defined by Admin Code 21.32</li> <li>• Offering 4%/30 Net31 Prompt Payment Discount</li> </ul>	<b>Offered Price Proposal (Pre Tax)</b>	<b>14B LBE Bid Discount (10%)</b>	<b>Evaluated Price when determining Lowest Responsive Proposed Price</b>
<b>Commodities</b>	<b>\$2,000</b>	(\$200)	<b>\$1,800</b>
<b>Services</b>	<b>\$1,000</b>	(\$100)	<b>\$900</b>
<b>Total</b>	<b>\$3,000</b>	(\$300)	<b>\$2,700</b>

## IX. WRITTEN PROPOSAL (80 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, and a completed Price Proposal Template (see Attachment 6), Proposers shall also submit a complete Proposal consisting of each item set forth below. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

### A. Format and Content of Proposal

#### 1. Introduction & Executive Summary (maximum 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by the firm to obligate the firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by the firm that it is willing and able to perform the commitments contained in the proposal.

In the Executive Summary, provide a clear statement of the firm's understanding of the nature and extent of the services required, an overall approach in fulfilling the objectives and goals of the contract, and a brief summary of the key strengths of the firm. Bidders may submit a modified Scope of Work as a part of their proposal. If relevant, introduce the any subcontractors included in the

proposed project team, describing the nature of services they routinely provide that demonstrate the firms' qualifications to perform the work scope.

## **2. Proposer/Sub-contractor Qualifications (maximum 3 pages for each firm)**

Provide background and qualification information for the firm and subcontractors that address the following:

- a. Name, address, and telephone number of contact persons; and
- b. A brief description of the firm, as well as how any joint venture or association would be structured; and
- c. For the firm and each subcontractor, describe relevant project experience that corresponds to the categories of the Scope of Work. Projects may be included in more than one program area as long as they pertain. Where appropriate, briefly describe the approach to the work, including insights and issues associated with the program area, and/or sample tasks or deliverables. Include client, budget, schedule, and project summary.
- d. Examples of two projects completed by the firm and each subcontractor, including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary.

## **3. Team Qualifications (maximum 20 pages)**

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

## **4. References (maximum 2 pages)**

Provide references for the firm, project manager, and all subconsultants, including the name, address and telephone number of at least 3 but no more than 5 recent clients (preferably other public agencies).

## **5. Work Approach (maximum 10 pages)**

Provide a description of the overall work approach to successfully deliver the services requested in this Solicitation by addressing each item listed below:

- a. Approach for coordinating/managing all work activities, including coordination and communication with City staff, to meet project milestones and deliverable due dates.
- b. Processes/measures for scheduling, tracking delivery/performance, and maximizing quality (QA/QC).
- c. Approach for monitoring and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items.

- d. Process showcasing the proposer's ability and financial means to make timely initial payments until the City is able to reimburse contractor through submitted documentation.
- e. Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.
- f. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.
- g. Approach and procedures for contending with the public in adversarial or difficult situations.

**B. Selection Criteria for Written Proposal (80 Points)**

Proposals will be evaluated by a selection committee comprised of parties with expertise in working with low-income families and in project management. The Department intends to evaluate the proposals generally in accordance with the criteria itemized below. The committee will interview the firms submitting the top three (3) highest scoring proposals to make the final selection. The committee may, at its discretion, increase the number firms to be interviewed based on the depth of the field.

**1. Project Approach (40 points)**

- a. How the Proposer approaches fulfilling the tasks within the Scope of Work.
- b. The Proposer's strategy for using any subcontractors effectively.
- c. How the Proposer will make initial payments to lead professionals and relocation services, and then submit supporting documentation for reimbursement of funds paid from the City at a later time.

**2. Assigned Project Staff (20 points)**

- a. Practical experience and technical qualifications of key staff in:
  - Program operation of a similar program
  - Program design and implementation
  - Project management
  - Building renovation management services
  - Database usage
  - Working with diverse population with various cultural backgrounds
  - Documentation experiences
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility
- d. Bilingual capability (Chinese, Filipino, and Spanish)

**3. Experience of Prime Proposing Firm and Subcontracting Firms (20 points)**

- a. Expertise and breadth and depth of practice of the firm and sub-contractors in the fields necessary to complete the tasks.
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- c. Success with similar projects.



## **X. ORAL INTERVIEWS (50 POINTS)**

Following the evaluation of the price and written proposals, the committee will invite each of the three (3) proposers receiving the highest cumulative scores to an oral interview. Invited proposers will also be required to submit a letter of reference from each reference listed in their submitted **Attachment 2: Proposer Questionnaire and References** ~~Attachment 4 (Proposer Info & References)~~ within five (5) business days of notification. Failure to do so may result in rescission of their invitation. The interview will consist of standard questions asked of each of the proposers, and specific questions regarding each individual proposal. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The committee will score answers for each question. The committee will base the scoring on communication of the proposed project plan, experience, approach, professional qualifications, similar project experience, and on the letters of reference.

The Department will add the scores of the Oral Interview to the scores from the price proposal and written proposal to select the firm receiving the highest cumulative score for contract negotiations. The Department will only select one (1) firm.

## **XI. INSURANCE AND BONDS**

### **A. Insurance**

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City's Proposed Agreement Terms.

### **B. Reserved (Performance Bond)**

### **C. Reserved (Fidelity Bond)**

### **D. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal 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 Proposer 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.

## **XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Cybersecurity Risk Assessment**

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

#### **B. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

#### **C. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Solicitation Addenda**

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the City's website for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

#### **E. Proposal Term**

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not

the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

#### **F. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

#### **G. Proposal Errors and Omissions**

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

#### **H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

#### **I. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

#### **J. Reservations of Rights by the City**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

#### **K. No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

#### **L. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

# Fix Lead SF

4/6 Budget and Finance Committee



City and County of San Francisco  
Fix Lead SF



LEAD HURTS KIDS!

# Fix Lead SF Roles



City and County of San Francisco  
Fix Lead SF



LEAD HURTS KIDS!



# Rebuilding Together SF



## Roles

- Administrative management of lead contractors
- Relocation Coordinator

## Experience

- Track record w/ communities
- Complex Logistics Management
- Communication through multiple languages



City and County of San Francisco  
Fix Lead SF



LEAD HURTS KIDS!



# In closing

- DPH and ENV are committed to reducing lead hazard
- RTSF qualified to fulfill role
- Seeking positive recommendation



City and County of San Francisco  
Fix Lead SF



LEAD HURTS KIDS!



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 220144

Bid/RFP #: 5807

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
David Kashani	415-513-3750
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
ENV Department of the Environment	David.Kashani@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Rebuilding Together San Francisco	<b>TELEPHONE NUMBER</b> 415-905-1611
<b>STREET ADDRESS (including City, State and Zip Code)</b> PIER 28, SUTE 1, EMBARCADERO SAN FRANCISCO, CA 94105	<b>EMAIL</b> MAHOGANY@RTSF.ORG

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b> 5807	<b>FILE NUMBER (If applicable)</b> 220144
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$14,300,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>Contractor will administer the City and County's Fix Lead SF program, a program to reduce childhood lead poisoning in San Francisco residences. The administration functions will include but are not limited to: hiring, managing, and paying State lead-certified professionals; managing tenant relocation, tracking individual project progression; preparing requested progress reports.</p> <p>The Fix Lead SF program is a collaboration of the Department of The Environment, the Department of Public Health, and the Mayor's Office of Economic and Workforce Development.</p> <p>Funding for Fix Lead SF comes from a legal settlement agreement between three major paint manufacturers and CCSF and nine other cities and counties in California (<a href="https://tinyurl.com/leadpressrelease">https://tinyurl.com/leadpressrelease</a>).</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Carpenter	Jaclyn	Board of Directors
2	Donnelly	Brian	Board of Directors
3	Booth	Katie	Board of Directors
4	Cholmondely	Lisa	Board of Directors
5	Seriguchi Jr.	Randy	Board of Directors
6	Sears	Justine	Board of Directors
7	Roll	Sonia	Board of Directors
8	Leavy	Aaron	Board of Directors
9	Shaw	Mitch	Board of Directors
10	Durana	Maria	Board of Directors
11	Otellini	Patrick	Board of Directors
12	Roland	Mahogany	CEO
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b>	<b>DATE SIGNED</b>
BOS Clerk of the Board	

**From:** [Kashani, David \(ENV\)](#)  
**To:** [Calvillo, Angela \(BOS\)](#)  
**Cc:** [Wong, Linda \(BOS\)](#); [BOS Legislation, \(BOS\)](#); [Sheehan, Charles \(ENV\)](#); [Sweiss, Joseph \(ENV\)](#); [Ramos, Ryan \(ENV\)](#); [Campbell, Severin \(BUD\)](#); [Smeallie, Kyle \(BOS\)](#); [Kilgore, Preston \(BOS\)](#); [Hernandez, Melissa G \(BOS\)](#); [Deepak, Lavanya \(ENV\)](#)  
**Subject:** SFE: BOS Approval of a Contract to provide administration of CCSF's Fix Lead SF Program- a program to reduce childhood lead poisoning in San Francisco residences  
**Date:** Monday, February 7, 2022 11:24:20 AM  
**Attachments:** [SFE-Fix Lead SF resolution-final.docx](#)  
[SFEC Form 126f2---Submission of Proposal---Da.pdf](#)  
[SFEC Form 126f4BOS---Notification of Contract.pdf](#)  
[Lead Paint Litigation-Press Release.pdf](#)  
[P-600 \(1-22\) Fix Lead SF-22-27 Draft.docx](#)

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Dear Ms. Calvillo:

Attached for the Board of Supervisors' consideration and approval, please find a resolution which will authorize the contract between the City and County of San Francisco and Rebuilding Together San Francisco for the amount of \$14,300,000 for the period from March 1, 2022 to February 28, 2027. The purpose of this contract is program administration of the Fix Lead SF Program to reduce the risk of childhood lead poisoning in San Francisco residences.

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

The following documents are attached:

- Board of Supervisor Resolution;
- Ethics Form SFEC-126f2 for Rebuilding Together San Francisco;
- Ethics Form SFEC-126f4 for Rebuilding Together San Francisco;
- Lead Paint Litigation-Press Release
- Copy of the contract with all appendices.

Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

Thank you,

**David Kashani**  
**Contracts and Grants Coordinator**  
*Please note our new address:*  
San Francisco Department of the Environment  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103  
[David.Kashani@sfgov.org](mailto:David.Kashani@sfgov.org)  
P: (415) 355-3704 | C: (415) 513-3750 (preferred)  
Pronouns: he, him, his

---

[SFEEnvironment.org](https://www.sfenvironment.org) | [Get Involved. Stay Connected](#)

Please consider the environment before printing this email.