REQUEST FOR PROPOSAL

Solicitation #17-050-RFP-0017-1

Elevator Preventive Maintenance & Services (Multiple Sites)

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

OCTOBER 6, 2017
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1 SECTION I - Request for Proposals

1.1 INTRODUCTION

The Housing Authority of the City and County of San Francisco (Authority) is soliciting requests for proposals (RFP) from qualified firms (Contractor) to provide preventive maintenance and related services for its elevators and wheelchair lifts (collectively “Conveyances”) at multiple sites in the City and County of San Francisco, California. The Authority intends to award a two (2) year contract with options for up to three (3), one (1) year extension to fulfill its Conveyance preventive maintenance and service needs.

1.2 AGENCY INFORMATION

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Since its inception, the Authority’s Conventional Public Housing Department had grown to include over 40 developments located throughout San Francisco and currently has 8 developments after it converted the majority of its properties under the Rental Assistance Demonstration (RAD) process in 2015 and 2016.

In 1974, the Housing Choice Voucher Program (formerly "Section 8") was introduced to the Authority. Over 10,000 individuals and families have been served through the Housing Choice Voucher Program.

The Authority currently services over 20,000 individuals in the following programs:

10,874 Housing Choice Vouchers
2,541 Low-Income Public Housing Units (including 756 HOPE VI Units)
1,052 Moderate Rehabilitation Units

1.3 SCOPE OF SERVICES

This Project is to provide Conveyance Preventive Maintenance & Services for conveyances located at the Authority’s Senior and Family Developments, and the Administration Office, all within the City and County of San Francisco, California. Services provided are to include all labor, materials, equipment, tools, services and supervision required for full maintenance of the Conveyances. Service requirements include full service, emergency repairs, routine maintenance, routine safety inspections, and emergency telephone monitoring.
1. Elevators to be serviced:

<table>
<thead>
<tr>
<th>Location</th>
<th>MOD/Installed</th>
<th>Superior Hydraulic</th>
<th>Otis Traction</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAL 1-34, 363 Noe Street</td>
<td>1994</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1815 Egbert Avenue</td>
<td>N/A</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>1</strong></td>
<td><strong>1</strong></td>
</tr>
</tbody>
</table>

2. Wheelchair Lifts to be serviced:

<table>
<thead>
<tr>
<th>Location</th>
<th>Total # of Lifts</th>
<th>Inclined/ Vertical</th>
<th>Capacity (lbs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAL 1-2, Potrero Terrace, 1095 Connecticut St.</td>
<td>1</td>
<td>Vertical</td>
<td>750</td>
</tr>
<tr>
<td>CAL 1-3, Sunnydale, 1652 Sunnydale Ave.</td>
<td>1</td>
<td>Vertical</td>
<td>750</td>
</tr>
<tr>
<td>CAL 1-18(4), Alice Griffith, 2525 Griffith St.</td>
<td>1</td>
<td>Vertical</td>
<td>750</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>3</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Responsibility of Contractor:

   a. Contractor shall perform periodic tests and maintenance inspections as required by the current applicable safety codes and in compliance with all applicable statutory requirements for all conveyances described herein. Written reports of all tests shall be made available for review upon request by the Authority.

   b. Contractor will perform a five-year load test per elevator (if required during the life of the contract), all required monthly and yearly fire recall testing per elevator, and all repair work required for permitting, as prescribed by the State of California’s Preliminary Orders.

   c. Contractor is responsible for the maintenance, repair, and operations of all contracted conveyance systems in each building. Contractor shall perform complete maintenance service and repairs on all contracted equipment to be maintained.

4. Maintenance services shall consist of the following work:

   a. Make the necessary number of inspections required to maintain all Conveyances are in first class operating condition at all times. Minimum frequency of regular service inspections required.

   b. Inspections shall include regular and systematic examination, adjustment, cleaning, and lubrication.
c. All features of operation control and dispatching included in the original installation shall be maintained functional. Where provided, the emergency fire service shall be tested monthly and recorded per code.

d. Battery operated emergency lowering, lights and earthquake systems shall be tested quarterly and any defects corrected in a timely manner.

e. Conveyances provided with derailment devices, seismic switches or other special circuitry shall be tested annually to ensure these devices are operating as designed. The Authority and the Contractor shall arrange for mutually acceptable dates to perform the tests. The emergency power operation will be tested by the Authority staff and, if Conveyance system fails, Contractor shall make corrections and retest.

f. Supply, repair, clean and replace all parts as required by wear and tear. Only parts correctly designed to the O.E.M. requirements and suitable in all respects shall be used as replacements.

g. Contractor shall be responsible for procuring substitute replacement parts required for replacing obsolete parts at Contractor’s expense. The Authority shall approve the use of the substitute parts prior to installation.

h. If in the opinion of the Authority, an unreasonable amount of time is consumed by the Contractor in restoring normal service because of parts procurement, payment for the month which service is requested will be withheld.

i. Contractor shall provide a locally available supply of spare parts adequate for said repair and/or services within a reasonable time. If the lack of available parts causes extended Conveyance down time (24 hours or more) and parts are available from other local sources, Contractor will purchase the necessary parts locally at no additional cost to the Authority. If parts are not available locally, then Contractor shall obtain outside of the County, and have the parts shipped, overnight if necessary, to repair the down Conveyance.

j. Test all safety devices, governors, etc. Per ANSI A17.1, national elevator safety code requirements, as applicable at the time the elevator was installed or date of alteration of the component. Contractor shall promptly correct any defects and subsequent testing damage that may be found in testing and examining the safety devices, and shall send a notice to the Authority’s representative advising of the tests and corrections.

k. Maintain guaranteed performance levels.
1. All wiring and construction prints or diagrams of Conveyance covered under this contract are the property of the Authority and upon termination of this contract shall be delivered to the Authority Representative. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the Authority Representative. Any change without prior approval may be considered a breach of contract. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site. Contractor shall leave two (2) completely legible sets of drawings at each location at the completion of this Contract. This shall be a pre-requisite to the receipt of final payment.

2. Telephone instruments shall be checked quarterly and any problems reported to the Authority. The responsibility to replace/repair defective telephone devices belongs to the Contractor.

3. Contractor shall include the following phone inspection and service as part of their Conveyance maintenance agreement:

   (1) 24-hour monitoring of all Conveyance telephones.
   (2) Verbal acknowledgement within 10 seconds of elevator phone activation.
   (3) Regularly testing that the phones in the Conveyance works by making an outgoing call to the appropriate party and confirming a response during routine maintenance.
   (4) Document the phone tests results and notify the Authority Representative on what conveyances have non-working phones.
   (5) Doing an initial survey of all conveyances to document the phone numbers on conveyance phones, how each conveyance phone dials out and where the calls go to when someone needs help (answering service, automatic dialer, etc.). Forwarding said document in MS Excel format to the Authority’s Representative within the first 30 days of the newly executed contract.

4. In the event that existing materials are identified as containing asbestos which may be disturbed in the course of performing work under the contract, Contractor shall cease all work in the area immediately and notify the Authority’s Representative. After the site conditions are assessed by the Authority, a licensed subcontractor, certified and registered with CAL-OSHA for asbestos work shall be brought in to perform asbestos abatement. Work activities affected under the contract shall not resume until the abatement is completed.

5. Equipment Performance:
a. Operational “full service” level performance standards for Conveyances maintained under the contract shall be brought up to the Contractor’s standards within the first two months of the contract and so maintained at all times during the contract.

(1) Bi-annually, all Conveyances are to be checked and adjusted by an Conveyance adjuster, with a written report submitted to the Authority Representative, with a final report submitted during the final 30 days of the contract. If the Authority’s Representative directs that it is necessary to adjust a Conveyance on a more frequent time period, Contractor shall abide by the request.

b. Periodic checks of the condition and performance of equipment by the Authority Representative will be made throughout the length of the contract. Any material, labor or readjustments needed to restore equipment to specified standards shall be provided by the Contractor under the terms of this contract at no additional cost to the Authority and at times as instructed by the Authority Representative.

c. The Contractor will maintain the required minimum performance standards. In accomplishing these standards, the Contractor shall maintain a comfortable Conveyance ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

d. All materials and workmanship provided in the contract shall conform to the latest applicable code requirement of the:
   (2) California Code of Regulations, Title 8, Elevator Safety Orders.
   (3) California Administrative Code, Title 24.

Including fire service, pressure relief tests, record keeping, wiring diagrams, signs and all other Cal-OSHA requirements; and other regulations of local or State agencies having legal jurisdiction.

6. Service Callback Requirements:

a. Normal Work Hour Services Call Requirements – The Contract Price quoted by Contractor includes full compensation for all service callbacks for elevator shutdowns Monday through Friday between the hours of 8:00AM and 5:00PM as requested by the Authority Representative. Said service callbacks shall consist of prompt response, no later than the next scheduled regular work day so long as one elevator (at locations with multiple installations) is still in good operating condition, for the purpose of performing all adjustments and/or repairs (other than verified vandalism which can be determined
clearly by the Authority and the Contractor, as per the provisions established herein. Where there is only one conveyance at a location (see Section 1, 1.3 Scope of Services, 1. Elevators to be serviced, and 2. Wheelchair Lifts to be serviced, for such locations) and when the elevator has stopped with passengers, the response shall be within one (1) hour. Failure to respond within the time stipulated will be considered a breach of the Contract and assessed at $150 per hour, or any portion thereof, shall be deducted from contract payments due Contractor as non-responsive for any delayed response.

b. Overtime Service Callback Requirements – At the request of the Local Authority's designated representatives, the Contractor shall provide overtime callback service for the following:

(1) Monday through Friday-5:00PM to 8:00AM  
(2) Saturday and Sunday - Twenty-four (24) hour service  
(3) All Holidays - Twenty-four (24) hour service  
(4) At the locations where there is only one conveyance Contractor shall provide callback service within one (1) hour for twenty-four (24) hours a day, seven (7) days a week, including Holidays and failure to respond and begin the repairs within the hour shall result as an assessment as provided in Section 6.a herein above.  
(5) The Contract Price quoted by Contractor includes full compensation for callbacks to those locations with only one conveyance, within the scope of the Contract and between 8:00AM and 5:00PM on those days for which premium rates do not apply, as set forth in the Contract.

(6) At all sites specified in the Contract, if both conveyances are shut down, one (1) conveyance must be returned to a safe and satisfactory operating condition, even in the event of apparent vandalism or mischievous damage. Failure to respond and begin the repairs within the hour shall result as an assessment as provided in Section 6.a herein above.

c. Emergency Service Requirements – The Contract Prices quoted by the Contractor includes full compensation for all Emergency Service callbacks, twenty-four (24) hours a day, seven (7) days a week. An Emergency Service callback is one where callback is necessary to remove a person who is trapped in a conveyance, to remedy a potentially dangerous (injury threatening) situation, or to correct a situation which, if not corrected, would cause further damage to the Conveyance unit or the building structure. Emergency Service callback response shall be made within one (1) hour. Any damage resulting by the Fire Department or others due to Contractor's failure to respond within one (1) hour
shall be immediately corrected by Contractor at no additional cost to the Authority. Contractor shall be responsible for restoring the conveyance(s) equipment to a safe and satisfactory operating condition. Failure to respond and begin the repairs within the hour shall result as an assessment as provided in Section 6.a herein above.

7. Field Inspection, Testing, and Safety Test:
   a. Field inspections will be made by Authority staff on an on-going basis. Notices of imperfections of work shall be given to the Contractor account representative. Inspections shall not relieve the Contractor of their obligations to furnish materials and workmanship in accordance with the contract and imperfections of materials and workmanship overlooked by inspectors and/or the Authority shall not exempt from rejection if they shall later be discovered.
   b. Contractor shall assist with Firefighter’s Service Testing and standby power as requested by the Authority.
   c. Contractor shall supply labor and equipment to conduct tests and inspections required by the State of California at no additional charge to the Authority.
   d. Contractor shall keep a record of tests required, including, but not limited to the five year safety test A17.1 part 10. Copies of all test results shall be kept in a binder in each Conveyance’s machine room.
   e. Contractor shall make periodic tests and maintenance inspections of all Conveyance equipment as required by current applicable safety codes for Conveyances.
   f. Contractor shall submit to the Authority written reports of the tests. Contractor shall notify the Authority prior to performing safety test. The Authority reserves the right to witness all tests.

8. Change in Work:
   a. The Authority reserves the right to add any additional location(s) to the contract that requires the same scope of services as specified herein. The Authority also reserves the right to delete or remove any location(s) from the contract.
   b. During the term of this contract, in the event that the Authority withdraws any conveyances from service, the Contractor shall agree to a reduction of monthly cost for service of the conveyances submitted with the original proposal.

9. State of California Preliminary Orders:
   a. All repair/modification orders issued by the State of California elevator inspector shall be completed within 10 working days of notification by the Authority Representative.
b. In the event the Contractor does not complete the required work within 10 working days, the Authority shall have the option to hire others to complete the work at the Contractor’s expense.

c. If the Authority is fined by the State for preliminary work not completed by the Contractor, the Contractor shall reimburse the Authority for the full amount of the fine.

10. Performance Guarantee:

a. If a conveyance is out of service due to a non-scheduled repair for longer than three (3) consecutive work days during a given month, the monthly maintenance payment to the Contractor for that Conveyance shall be forfeited. All other repairs shall be prescheduled in writing to the Authority Representative.

b. All parts required for Conveyances that are out of service shall be shipped for next day arrival at Contractor’s expense.

c. If motor rewinding or machine work is needed to repair Conveyances that are out of service and require overtime work, that overtime is at Contractor’s expense.

d. If during a given month, a Conveyance experiences four call backs on the same Conveyance, the monthly maintenance cost for that Conveyance will be forfeited.

11. Schedules and Records Required:

a. The Contractor’s preventive maintenance schedule covering at least one year shall be submitted at the time of proposal. This schedule shall be updated and submitted every year to the Authority for review and approval. Contractor shall schedule work to be accomplished under the Contract in conjunction with the Authority in such a manner as to cause minimum inconvenience to tenants, staff, and visitors effected by work.

b. The Contractor must notify the Authority Representative and the Property Manager on site 24-hours before coming on site to perform any routine or non-emergency work.

c. The Contractor must keep all work schedules on display in the respective Conveyance equipment rooms. Technicians must complete the schedule when he/she works on equipment and list all tasks completed in that visit.

d. All inspections, lubrication, adjustments, tests, cleaning, repairing and other maintenance activities shall be performed in accordance with schedules submitted by the Contractor with his proposal. These work schedules shall be designed for each type of equipment to
be serviced, and shall conform to the manufacturer’s recommended practice for the particular equipment concerned.

e. After approval of schedules by the Authority Representative and commencement of work, Contractor shall keep these work schedules on display in each equipment room and perform regular maintenance service in accordance therewith. Schedules posted shall be of the chart type which shall be initialed by the service man when each scheduled inspection is performed. Contractor and his employees will, when requested by the Authority Representative, check in upon arrival and check-out when leaving the building.

f. Contractor shall submit a monthly invoice with a work sheet for each Conveyance that clearly indicating all work performed, scheduled or unscheduled and the hours worked to the Authority as a basis for payment of claim for services rendered.

g. Any condition found affecting the immediate safety of the passengers or conveyance equipment must be reported to the Authority immediately. Within 12 hours, a written report clearly listing the defects found and the action recommended must be emailed to the Authority Representative. Contractor shall notify the Authority when a recall is imposed on any equipment/component services. Notifications shall include the reasons for the recall and procedures for replacement and the disposition of the recalled equipment.

h. After any repair, Contractor shall immediately call the Authority Representative to notify them of the status of repair.

12. Vandalism: Contractor, upon answering a Conveyance shutdown call that shows evidence of vandalism, shall perform the work necessary to remedy any unsafe condition. So long as one conveyance is still operational, any further work that might be necessary to repair the damaged conveyance shall be postponed until the Authority is informed and is given the opportunity to inspect the condition of the conveyance. The intent of this paragraph is that for apparent or unapparent vandalism-caused work, Contractor shall repair the items as a Normal/Overtime service callback or Emergency Service callback. Failure to respond and begin the repairs within the hour shall result as an assessment as provided in Section 6.a herein above.

Payment for agreed vandalism work shall be limited to the specified hourly rate set forth in SECTION II, Form - PRICE SCHEDULE, plus reimbursement for materials. Said rates shall be subject to the Price Adjustment Clause set forth in the “PRICE SCHEDULE”.

13. Deliverables/Reports:
a. Contractor shall inspect and report to the Authority where the equipment is susceptible to mechanical or physical damage.

b. Contractor shall check for wear and tear and report quarterly to the Authority.

c. Contractor shall provide copies of all relevant certifications held for both the company and any individuals expected to perform the services requested herein upon request.

d. Contractor shall create a form for each test and deliver a signed copy to the Authority Representative after a successful test has been concluded. The form will describe any malfunctions together with any corrective action taken.

e. Contractor shall maintain records of all equipment serviced, listing make, model, location, and reason(s) for service. Records shall be maintained for the duration of the contract.

f. Contractor will include Conveyance ID number, address of the Conveyance, work completed and/or recommendations on all reports and payments (invoice) request submitted to the Authority.

g. Contractor shall provide a quarterly report of all maintenance performed per unit.

h. As a basis for payment of claim for services rendered, Contractor’s bill must be accompanied by service reports indicating dates, hours worked, and work accomplished on each Conveyance. Payment summary and forms to be used are the HUD-51000, 51001, 51003 and 51004 as found on: [www.hud.gov/hudclips](http://www.hud.gov/hudclips). The receipt of these forms and records shall be a condition of Contract payments.

1.4 PRICING

The Authority will award contract based upon a variety of factors including, but not limited to such consideration as the lowest overall proposal, Contractor’s responsiveness, if the offer is responsible, unit price consideration, what is in the best interest for the Authority, etc. and not on price alone. In determining the lowest responsive and responsible offer, the Authority will consider price, compliance with the RFP documents, delivery requirements, suitability of product, maintenance and operations costs, warranties, availability of supplies, past performance of the Contractor and other factors contributing to the overall costs (both direct and indirect), related to the supplies, compliance to the Authority’s MBE/WBE policies and goals, Section 3 Compliance, etc. The Authority may award a contract to the most responsive and responsible Contractor that provides the “Best Value” to the Authority. Compensation shall be paid based
upon the actual quantities of services and supplies received by the Authority. If unable to award as a package, the Authority will evaluate each proposal and may award alternate awards.

1.5 SUBMITTAL DEADLINE

This request for proposals is available electronically by contacting the Chief Procurement Officer, Solomon Gebala, at gebalas@sfha.org. Interested respondents that receive the RFP directly from the Authority will be placed on an Interested Parties List (IPL) and will receive updates and addendums to the RFP as they become available.

Interested respondents shall submit one (1) proposal marked “Original”, three (3) proposals marked “Copy”, and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box prior to **2:00 PM PDT on OCTOBER 27, 2017**.

The proposals shall be prepared in such a way that it allows for an efficient evaluation by the Authority. The proposals shall be:

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins
2. Shall be properly bound.
3. Tabbed between sections
4. Delivered in sealed envelopes/boxes clearly labeled with the RFP Number, RFP name and the name of the submitting firm.

Proposals must be addressed and delivered to:

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Procurement/Contracts Department

A site inspection will be held on **OCTOBER 19, 2017 AT 10:00AM**. Prospective bidders will meet at 1815 Egbert Ave. A pre-bid conference will follow the site inspection to discuss any questions relating to this work.

The last date for submitting questions regarding this solicitation is **OCTOBER 20, 2017 by 2 PM**. All questions must be submitted in writing to procurement@sfha.org.
1.6 TECHNICAL EVALUATIONS

Organization:

Each proposal shall be organized as outlined below. Page separators and tabs must clearly identify each section to facilitate quick reference and comparison to the material submitted by the proposers.

Provide the following submittal requirements in a separate package marked "TECHNICAL FACTORS".

TAB 1. FIRM’S EXPERIENCE & PAST PERFORMANCE
Provide a brief narrative of the primary firm and any subcontractor proposed in the response. You must provide the following:

1) Name of firm
2) Ownership type
3) Year established
4) Office/Store locations
5) Number of employees
6) Description of firm’s core business lines
7) Principals

Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm’s experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort. Along with this, provide at least three Contractor selected references for the most recent jobs that are similar, particularly with public sector entities. Provide the point of contact name, telephone number and type of references.

TAB 2. FIRM’S PROJECT MANAGEMENT AND APPROACH
Describe your firm’s project management methodologies and approach to the scope of work.

Describe your firm’s approach for communication between the firm and the Authority Staff and its Board of Commissioners

TAB 3. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL
The proposal must contain information demonstrating the organizational structure and qualifications of Contractor’s key personnel including relevant experience in the field of discipline and public housing operations. The proposal may include consultants.

**The Authority reserves the right to approve or decline any proposed, or during contract term, Key Personnel.**

**TAB 4. MBE/WBE PROGRAMS**

Provide a detailed plan of how your company intends to meet the Authority's Affirmative Action Program and outreach for MBE/WBE.

**TAB 5. SECTION 3 COMPLIANCE EFFORTS**

Provide a detailed plan on your strategy for complying with Section 3 requirements. Section 3 compliance can be satisfied through either the hourly hire component or Section 3 Scholarship fund.

**TAB 6. ADDITIONAL VENDOR PROVIDED INFORMATION**

This section is reserved for vendors to provide additional information that may interest the Authority or further enhance the evaluation of any criteria. Please state the evaluation criteria for which the information is being submitted. Examples include: awards, recognitions, letters of appreciation, customer surveys, letters of recommendation, issue and resolution examples, previous Section 3 compliance, etc.

**TAB 7. CERTIFICATIONS/ACKNOWLEDGEMENT**

a. Submit a complete FORM HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract (SECTION II-Form A).

b. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."

c. Certify that you acknowledge and will adhere to the Immigration and Naturalization Act.

**TAB 8. AFFIRMATIVE ACTION FORMS**

a. MBE/WBE Participation (SECTION II-Form B)

b. Section 3 Estimated Project Work Force Breakdown (SECTION II-Form C)
1.7 COST PROPOSAL EVALUATIONS

Provide the following submittal requirements in a separate package marked “COST PROPOSAL/UNIT PRICE SCHEDULE”. The Price Schedule must comply with the requirements outlined in section 1.4 of this RFP. Attach additional pages if necessary. Any pertinent documents related to cost should be included in the package.

The Contractor will be responsible for all production costs and charges incurred for materials for the services specified in the Section 1.3 Scope of Services.

NOTE: SUBMIT YOUR PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE LABELED WITH YOUR FIRM’S NAME, SOLICITATION NAME AND NUMBER.

1.8 PROPOSAL EVALUATION CRITERIA/SELECTION PROCESS

Proposals will be ranked from the highest to lowest points scored taking into consideration the proposal content, other technical factors, references etc. The Authority will engage the highest ranked Contractor to establish the terms for a contract. If it is unsuccessful in establishing a tentative contract, the Authority will move to the next highest qualifying Contractor, so on and so forth until it exhausts all qualified offerors.

The evaluation process will consist of the following steps:

1. **Written Proposals:** All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals. Proposals will be evaluated by a committee of the Authority’s staff based on the following weighting scale:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Firms Experience and Past Performance</td>
<td>20%</td>
</tr>
<tr>
<td>B. Experience and Qualifications of Key personnel</td>
<td>20%</td>
</tr>
<tr>
<td>C. Pricing</td>
<td>50%</td>
</tr>
<tr>
<td>D. MBE/WBE Participation</td>
<td>5%</td>
</tr>
<tr>
<td>E. Section 3 Compliance Strategy</td>
<td>5%</td>
</tr>
</tbody>
</table>

   **Total**                                       **100%**
In evaluating proposals, the combined evaluation factors for Firms Experience and Past Performance and Experience and Qualifications of Key Personnel, is less than price.

<table>
<thead>
<tr>
<th>Evaluation Scale:</th>
<th>90% - 100%</th>
<th>Excellent</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% - 89%</td>
<td>Good</td>
<td></td>
</tr>
<tr>
<td>70% - 79%</td>
<td>Average</td>
<td></td>
</tr>
<tr>
<td>60% - 69%</td>
<td>Poor</td>
<td></td>
</tr>
<tr>
<td>0% - 59%</td>
<td>Very Poor</td>
<td></td>
</tr>
</tbody>
</table>

Minimum Qualifying Score: 70%

2. **Interviews:** The Authority shall evaluate all proposals based on the evaluation factors listed above and may conduct presentations/interviews with those Contractors in the qualifying competitive range.

3. **Selection:** All applicants invited to participate in the oral interviews will be ranked after the interview process and the Authority may conduct negotiations with firms in the competitive range. The Authority will enter into an Agreement with the firm providing the “Best Value” to the Authority.

1.9 **PROTEST PROCEDURES**

1. **PROTEST OF AWARD:** Any Contractor, person or responder (Protestor) who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Contracting Officer of the Authority.

2. **FILING THE PROTEST:** The Protestor must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.

3. **CONTENT OF FORMAL WRITTEN NOTICE:** The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:
A. The name and address of the Protestor filing the protest and an explanation of how their substantial interests have been affected by the Authority’s notice of the intended or of actual purchase award;

B. A statement of how and when the Protestor filing the protest received notice of the bid solicitation or notice of intended or actual award;

C. A statement of all issues of disputed material facts. If there is none, the protest must so indicate;

D. A concise statement of the ultimate facts alleged, as well as the Authority’s policies which entitle the Protestor filing the protest to relief;

E. A demand for relief to which the Protestor deems themselves entitled; and

F. Any other information which the Protestor contends is material.

4. RESPONSE TO PROTEST: Upon receipt of a notice of protest that has been timely filed, the solicitation process or award process will be stopped until the protest is resolved. The Authority, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying the Authority’s decision and will constitute final action.

5. RESOLUTION: The Authority may request such other information pertaining to the matter as deemed appropriate. Within ten (10) days of the date of receipt of the written protest, the Authority will notify the Protestor making the protest of its decision.

1.10 CONTRACT REQUIREMENTS

The Contractor(s) selected for this effort must be fully qualified to perform the services described above. The selected Contractor(s) must also comply with the following Authority requirements:

1. CONTRACT: Signing of the “Solicitation, Offer, and Award” by the Contractor and the Contracting Officer incorporated with the terms, conditions and clauses in this Proposal.
2. **SCHEDULE OF PROJECT(S):** The selected Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time period.

3. **INSURANCE:** The selected Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the RFP (SECTION III – 3.4, 11 – Insurance).

4. **DRUG-FREE WORK PLACE:** The selected Contractor must comply with the Federal Drug – Free Work Place Act.

5. **SECURITY BADGE IDENTIFICATION REQUIREMENT:** All employees of the selected Contractor will be required to obtain and wear security badges while on all Authority properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal fee, not-to-exceed $5.00 per badge. Badges must be obtained prior to commencing work on any Authority site.

6. **EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.**

7. **EQUAL EMPLOYMENT OPPORTUNITY:** The selected Contractor and all its subcontractors shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

8. **MBE/WBE STATUS:** The Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Contractor and its subcontractors shall make every effort to perform outreach to and utilize such firms in this Project.

9. **ANTI-KICKBACK ACT:** The selected Contractor and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contract sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The selected Contractor and all its subcontractors shall report all suspected or reported violations to the Authority.

10. **SAN FRANCISCO HOUSING AUTHORITY AFFIRMATIVE ACTION POLICIES & GUIDELINES:** The selected Contractor and all its subcontractors shall comply with the requirements of the Authority's Affirmative Action Policies &
Guidelines. (San Francisco Housing Authority Summary of Affirmative Action Guidelines; SECTION III – 3.3)

11. **SUBCONTRACTOR REQUIREMENTS:** The selected Contractor shall assure that its subcontractors comply with all applicable HUD regulations, and the Authority requirements.

12. **INCORPORATION:** All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.

13. **RETENTION AND INSPECTION OF RECORDS:** Access shall be given by the selected Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.
2 SECTION II – Forms Required at Submission
2.1 FORM – SOLICITATION, OFFER AND AWARD
**SOLICITATION, OFFER AND AWARD**

*(Complete shaded areas and include with your submission)*

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Solicitation Number</th>
<th>Type of Solicitation</th>
<th>Date Issued</th>
<th>PR #</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>#17-050-RFP-0017-1</td>
<td>RFP: X IFB:</td>
<td>10/06/2017</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Issued by:**

Housing Authority of the City and County of San Francisco

**Address Offer to (if other than issuing office):**

Procurement/Contracts Department
1815 Egbert Avenue
San Francisco, CA 94124

**Point of Contact:**

Solomon Gebala

e-mail address: gebalas@sfha.org

**Telephone number:**

415-715-3123

In compliance with the above, the undersigned agrees, if this offer is accepted within **120** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated points, within the time specified in the schedule.

<table>
<thead>
<tr>
<th>Prompt Payment Discount (if offered):</th>
<th>10 Calendar days: ________%</th>
<th>20 Calendar days: ________%</th>
</tr>
</thead>
</table>

**Acknowledgement of Amendments:**

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Date</th>
<th>Amendment No.</th>
<th>Date</th>
</tr>
</thead>
</table>

The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated.

The offeror understands that by signing below, the bid is bound once this has been accepted, awarded and signed by the SFHA.

**NAME, ADDRESS & EMAIL OF OFFEROR (Type or Print)**

**NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)**

**FEDERAL TAX ID NUMBER**

**TELEPHONE NUMBER**

**SIGNATURE**

**OFFER DATE:**

**AWARD (to be completed by SFHA)**

**AWARD AMOUNT:**

<table>
<thead>
<tr>
<th>SFHA Legal Department (Print Name)</th>
<th>Approved to form by Legal: (Signature)</th>
<th>Date:</th>
</tr>
</thead>
</table>

**Contracting Officer**

**Signature**

**Award Date:**

Revised February 21, 2017

RFP
2.2 FORM – HUD 5369 C

Certifications and Representations of Offerors--Non-Construction Contract
1. Contingent Fee Representation and Agreement
(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
   (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
   (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation
The bidder/offeror represents and certifies as part of its bid/offer that it:
(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)
[ ] Black Americans       [ ] Asian Pacific Americans
[ ] Hispanic Americans    [ ] Asian Indian Americans
[ ] Native Americans      [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination
(a) The bidder/offeror certifies that—
   (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
   (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
   (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
   (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
   (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
      (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
6. Conflict of Interest
In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to its possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature
The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

5. Authorized Negotiators (RFPs only)
The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
(c) If the bid/or offeror deletes or modifies subparagraph (a)(2) above, the bid/or offeror must furnish with its bid/or offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification
(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
(i) Award of the contract may result in an unfair competitive advantage;
(ii) The Contractor's objectivity in performing the contract work may be impaired; or
(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontract agreements involving performance or work under this Contract.
2.3 FORM – MBE/WBE PARTICIPATION
The policy of the San Francisco Housing Authority and the United States Department of Housing and Urban Development is to take positive steps to maximize the utilization of minority-and woman-owned business enterprises (MBE/WBEs)* in all contract activity administered by the San Francisco Housing Authority. The San Francisco Housing Authority encourages Contractors to meet a 20% contract amount participation level. A MBE/WBE prime Contractor or any subcontractors or suppliers may be applied to meet the goal.

This form must be submitted **WITH CONTRACTOR'S PROPOSAL** and should be completed for all modifications to these contracts. All MBE/WBE prime Contractors, individuals, joint venture partners, subcontractors, suppliers and any other vendors participating in the project must be listed.

**J/P/S: Indicate if MBE/WBE is Joint Venture Partner, Prime, or Subcontractor**

<table>
<thead>
<tr>
<th>J/P/S</th>
<th>MBE/WBE CONTRACTOR/SUBCONTRACTOR VENDOR NAME, ADDRESS, TELEPHONE NUMBER AND CALIFORNIA STATE CONTRACTOR’S LICENSE NUMBER</th>
<th>SERVICES TO BE PERFORMED</th>
<th>AMOUNT OF PROPOSED CONTRACT/ SUBCONTRACT</th>
<th>% OF TOTAL BID PRICE</th>
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</table>

**TOTAL MBE & WBE PARTICIPATION**

A minority-or women-owned business enterprise (MBE/WBE) means an entity owned and controlled by minority group persons or women, as the context requires, by at least a 51% majority.

__________________________
Signature of Authorized Representative

__________________________
Date
2.4 FORM – SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
**SECTION 3**

**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT</th>
<th>NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS</th>
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</thead>
<tbody>
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<tr>
<td>Technical</td>
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<tr>
<td>Office/Clerical</td>
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<tr>
<td>Others</td>
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**TRADE:**

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<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT</th>
<th>NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS</th>
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</thead>
<tbody>
<tr>
<td>Journeymen</td>
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<tr>
<td>Apprentices</td>
<td></td>
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<tr>
<td>Trainees</td>
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<tr>
<td>Others</td>
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<tr>
<th>JOB CATEGORY</th>
<th>TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT</th>
<th>NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS</th>
</tr>
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<tbody>
<tr>
<td>Journeymen</td>
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<tr>
<td>Apprentices</td>
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<tr>
<td>Trainees</td>
<td></td>
<td></td>
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<tr>
<td>Others</td>
<td></td>
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</tbody>
</table>

**Section 3 Resident**

Individual residing within the Section 3 area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area (MSA) or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

Company __________________________

Project Name _______________________

Project Number ____________________

Person Completing Form ______________

Date _______________________________

Revised February 21, 2017

RFP
2.5 FORM 1 – WORK FORCE ON THIS JOB
**FORM 1 – WORK FORCE ON THE JOB**

**CONTRACTOR:**
**JOB:**
**with an Asterisk (*)**
**DATE FILLED OUT:**

**NOTE:** Please Identify a Public Housing Resident

<table>
<thead>
<tr>
<th>CRAFT MALE EMPLOYEES:</th>
<th>CRAFT FEMALE EMPLOYEES:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>HISPANIC</td>
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<tr>
<td>FOREMAN</td>
<td>FOREMAN</td>
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<tr>
<td>JOURNEYMEN/Mechanics</td>
<td>JOURNEYMEN/Mechanics</td>
</tr>
<tr>
<td>HELPERS</td>
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<tr>
<td>APPRENTICES</td>
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<tr>
<td>JOURNEYMEN/Mechanics</td>
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<tr>
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<td>APPRENTICES</td>
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<td>FOREMEN</td>
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<tr>
<td>JOURNEYMEN/Mechanics</td>
<td>JOURNEYMEN/Mechanics</td>
</tr>
<tr>
<td>HELPERS</td>
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<td>TOTALS</td>
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2.6 FORM 2 – PERMANENT WORK FORCE
FORM 2 – PERMANENT WORK FORCE

CONTRACTOR: 
JOB: 
DATE FILLED OUT: 

NOTE: Please Identify a Public Housing Resident with an Asterisk (*)

<table>
<thead>
<tr>
<th>CRAFT MALE EMPLOYEES:</th>
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<th>I</th>
<th>S</th>
<th>P</th>
<th>A</th>
<th>N</th>
<th>C</th>
<th>P</th>
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<td>CRAFT FEMALE EMPLOYEES:</td>
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</table>

Administrative
Supervisory
Clerical
Foreman
Journeymen/Mechanics
Helpers
Apprentices
Foremen
Journeymen/Mechanics
Helpers
Apprentices
Foremen
Journeymen/Mechanics
Helpers
Apprentices

Revised February 21, 2017

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RFP
2.7 FORM – IMMIGRATION AND NATURALIZATION ACT
ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT

(Name of Firm) acknowledges to have read and will adhere to the Immigration and Naturalization Act. I have made this information available to all subcontractors participating in this project.

US CODE: Title 8,1324. Bringing in and harboring certain aliens

________________________________________
Signature

________________________________________
Date
2.8 FORM – SELF CERTIFICATION OF NON-DEBARMENT
SELF CERTIFICATION OF NON-DEBARMENT

This is to certify __________________________ involved with this work, (Firm’s Name)

is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.

____________________________________
Signature

____________________________________
Date
2.9 FORM – PRICE SCHEDULE
PRICE SCHEDULE/UNIT PRICES

The undersigned, having familiarized himself, herself, themselves with local conditions affecting the cost of work and with the specifications and all addenda, if any thereto, on file at the office of the Authority, 1815 Egbert Avenue, San Francisco, California 94124, hereby proposes to furnish all labor, materials, equipment, and services required for ELEVATOR PREVENTIVE MAINTENANCE & SERVICES (MULTIPLE SITES) for the duration of the contract at specific senior and family low income housing developments, and the Administration Office and Maintenance Building, in accordance with the accompanying Specifications, for the proposed total Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

1.1 PROPOSED CONTRACT PRICE

<table>
<thead>
<tr>
<th>Address</th>
<th>Conveyance Type</th>
<th>A. Regular Maintenance Fee per visit</th>
<th>B. # of Regular Maintenance visits proposed for 2 years</th>
<th>Total Price for Regular Maintenance over 2 years (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>363 Noe St.</td>
<td>Superior Hydraulic Elevator</td>
<td>$</td>
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<td></td>
</tr>
<tr>
<td>1815 Egbert Ave.</td>
<td>Otis Traction Elevator</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>1095 Connecticut St.</td>
<td>Wheelchair Lift</td>
<td>$</td>
<td></td>
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<tr>
<td>1625 Sunnydale Ave.</td>
<td>Wheelchair Lift</td>
<td>$</td>
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<tr>
<td>2525 Griffith St.</td>
<td>Wheelchair Lift</td>
<td>$</td>
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TOTAL REGULAR MAINTENANCE OVER 2 YEARS: $

UNIT PRICE A: 100 HOURS (50 Hours each year) OF ONE TECHNICIAN ON STRAIGHT TIME HOURLY RATE FOR WORK NOT COVERED UNDER THE MONTHLY MAINTENANCE:

PER HOUR $ _________ X 100 HOURS = $ _________

UNIT PRICE B: 100 HOURS (50 Hours each year) OF ONE TECHNICIAN ON PREMIUM TIME HOURLY RATE FOR WORK NOT COVERED UNDER THE MONTHLY MAINTENANCE:

PER HOUR $ _________ X 100 HOURS = $ _________
Should the estimated quantities multiplied by the unit prices bid show a discrepancy compared to the extended sums resulting therefrom, the unit prices bid shall be presumed to be correct, unless they are obviously incorrect based upon general market rates. In that situation the extended sums shall prevail.

In submitting this Price Schedule it is understood that the Offeror may be awarded this contract will be determined in-part by the Total Bid Price of which includes Total Regular Maintenance Price, Unit Price A, and Unit Price B or any other reduced amount (by reducing the hours in Unit Prices A and B quantities as determined by the Authority Commission taking into account funding constraints at time of award. When more funding becomes available, hours of services and parts not included in the award may become part of the Contract through Contract Modification.

This 2-year contract may be extended at the sole option of the Authority for one (1) year periods up to three (3) additional years using the same unit prices bid. When the Contract is so extended, Contractor will be entitled to an increase in the prevailing wages for crafts labor as determined by the California Department of Industrial Relations. The percentage increase shall become effective upon the anniversary of 24-consecutive conveyance service months and shall be adjusted for subsequent years of service in the same manner.

The Proposed Price Schedule shall be the basis for adjusting Contract payments due to conveyance deletions. The Offeror must propose a price for each development indicated on the "PRICE SCHEDULE" form above. Failure to do so may be grounds for rejecting Contractor’s Proposal.

1.2 ADJUSTMENTS FOR WORK OUTSIDE REGULAR MAINTENANCE

Typical Hourly Rates – Unit Price A and Unit Price B:
(To be used on Fire, Flood, Vandalism, Misuse, Code upgrades, User Error, etc.)

All proposals for any conveyance work outside of monthly maintenance is to include a breakdown of labor hours and materials charges using the hourly rates, material markups as shown below and established unit prices. Proposals are to represent a not-to-exceed full hourly and part-hourly costs for conveyance repairs due to events including fire, flood, misuse, user errors and required code upgrades. The crew rate as established in Unit Price B is to be determined as a senior elevator mechanic and an apprentice. Property Managers are to be shown damages of conveyances and the actual work hours expended are to be signed off by the Property Managers. Contractor will provide repair accomplishment details and certified payrolls as part of all repair invoices.

Parts and Materials charges shall be at Contractor’s net cost plus 5% mark-up (parts and materials invoices shall be submitted with Contractor’s regular invoice). Charges are only for parts and materials incorporated into the conveyance systems at the Authority sites. Contractor shall obtain written approval from the Local Authority to replace any parts with either original or generic manufactured parts. Unless otherwise specified, all replacement
parts shall be new and of the same design, voltage, size chemical composition and generally equal or better than the material originally supplied by the manufacturer. All lubricants shall be of the best quality for the purposes for which they are used, are recycled where possible and not detrimental to the environment.

Travel time: It is understood that no travel time or fuel charges shall be allowed under this Contract for straight time working hours or for call back service. All hourly rates bid for straight or premium time shall be inclusive of travel time and fuel charges and all other incidental costs that may be incurred by Contractor in the performance of the services herein.

- The frequency of Other Contract Service (OCS) work is unknown and shall be performed on a time-and-material basis with a not-to-exceed amount showing projected hours and material cost breakdowns using Unit Prices. Before commencing any work under this section, Contractor shall provide a reasonable written estimate to the Authority and Property Manager for approval understanding the Authority has limited funding, unless the service is emergency work to free trapped occupants or if the repair(s) can be completed within one (1) hour. If the estimated hours specified in the Unit Price work are not utilized during the contract period, the unused Unit Price amounts shall be removed from the contract amount and returned to the Authority.

- Contractor shall bid the labor costs for Straight Time and Overtime (Premium Time) in hourly Unit Prices and these Unit Prices shall cover the duration of the Contract. Premium Time is defined as all hours not identified as Straight Time works, including City holidays and weekends. Contractor shall be responsible for paying its employees at the prevailing wage rates, with no reimbursement from the Authority.

- Since the actual amount of the OCS Work is unknown, the Authority has estimated the hours for the Contract. The Unit Prices has allocated a portion of the hours for Straight time and for Premium time to establish the hourly unit prices for both categories, but the number of actual hours for these services may vary. If additional or less hours are deemed necessary to perform OCS Work during the Contract, the quoted unit prices for straight time and/or premium time will be used to calculate the adjustment (modification).

- Timesheets for each call-out must itemize the time at the jobsite, plus a description of what work was accomplished and if any problem still exists. The Property Manager or his/her appointed representative must sign the timesheets. Signed timesheets including before/after photos, reasons for a crew (2 technicians) and certified payrolls are to be provided with invoices to the Authority. If this procedure is not followed, payments for the service may be denied.

The Undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to awards made subject to the State of California.
The Undersigned further certifies that the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The Undersigned agrees that he/she will comply with all of the requirements of the Authority's resident hiring as set forth in the contract documents for this work.

Name of Firm

________________________________________

Business Address

________________________________________

City, State, Zip Code

________________________________________

Authorized Representative Date

________________________________________

Title
3 SECTION III – Attachments
3.1 ATTACHMENT – HUD 5369 B

HUD-5369-B INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION
3.2 ATTACHMENT – HUD 5370 C

GENERAL CONDITIONS FOR NON-CONSTRUCTION

Place an “X” for the Section(s) of the General Conditions for this contract.

X General Conditions for Non-Construction – Section I

_____ General Conditions for Non-Construction – Section II
3.3 ATTACHMENT – SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS
SAN FRANCISCO HOUSING AUTHORITY

SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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I. EXECUTIVE SUMMARY

A. This document describes the Affirmative Action Requirements for covered construction and construction-related contracts. It references applicable Federal regulations and Housing Authority Resolutions, and provides sources for documents and organizations.

B. Goals and Requirements Highlights:

1. Low-Income Hiring: 30% of all new hires in each construction trade (Section 3).
2. SFHA Resident Hiring: 25% of the total workforce (Resolution No. 4967).
3. MBE/WBE Firms: 20% of the aggregate involvement (Resolution No. 2444).
4. Non-Compliance Penalties: Breach of contract, termination, suspension, debarment, $45.00 per hour for shortfalls in hours worked by residents (Resolution No. 4967).

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701u)

A. The Housing Authority of the City and County of San Francisco (SFHA) requires compliance with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
III. SFHA COMMISSION RESOLUTION NO. 4967

A. SFHA Commission Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of SFHA public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).

B. Covered Contracts: Construction contracts over $25,000 and non-construction contracts over $50,000.

C. Compliance: The Contractor's good faith efforts will be evaluated by the SFHA Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of $45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

D. Related Documents:

2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

IV. EXECUTIVE ORDER 11246

A. Under Executive Order 11246 of September 24, 1965, as amended, the SFHA requires the inclusion of the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction in excess of $10,000.

B. Related Documents:

1. 41 CFR Part 60.4.
V. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) OPPORTUNITIES

A. Consistent with Executive Orders 11625, 12138, and 12432, and section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the SFHA shall make efforts to ensure that small businesses, women-owned business enterprises, minority-owned business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of an SFHA development are used when possible.

B. SFHA Commission Resolution No. 2444 adopted February 25, 1982, established SFHA MBE/WBE requirements: it is the goal of the SFHA to achieve, to the greatest extent possible, a twenty percent (20%) aggregate involvement of MBE/WBE’s in construction contracts and procurement activities, by dollar volume.

C. Compliance: The San Francisco Human Rights Commission (415) 252-2500 maintains a list of certified MBE/WBE firms, and will determine whether a firm is considered bona fide.

D. Related Documents:


VI. EMPLOYER AND EMPLOYEE TAX CREDITS

A. General: There are various tax credits available to both employers and employees through Federal, State and City of San Francisco programs. By hiring through a qualified program, a business may be eligible for thousands of dollars in tax credits as well as On-the-Job Training subsidies for a new employee. Each prospective Contractor should consult a competent professional advisor for specific guidance about the tax credits as well as other related tax incentives, deductions or benefits.

B. Private Industry Council (PIC): The Business Services Manager of PIC in San Francisco (415) 431-8700 can help fill job openings through referrals of qualified job seekers participating in the PIC Job Training program.

VII. RELATED DOCUMENTS

A. Documents referenced herein are on file at the SFHA, Procurement and Contract Department, 1815 Egbert Avenue, (415) 715-3123. Copies will be furnished upon request. The documents are also available at the SFHA web site, www.sfha.org.

B. List of Documents:
5. 41 CFR Part 60-4.
3.4 ATTACHMENT – SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION
SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION
(SAMPLE CONTRACT)

Agreement made and entered into this DAY of MONTH, YEAR, by and between the Housing Authority of the City and County of San Francisco (Authority) and CONTRACTOR NAME (Contractor).

WITNESSETH

WHEREAS, the Authority wishes to retain the Contractor and the Contractor wishes to provide materials and services for the Authority in the City and County of San Francisco, California; and

WHEREAS, the Contractor has proposed to provide said materials and services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Authority and the Contractor agree as follows:

1. **Project Description:**

The Authority’s INSERT PROJECT DESCRIPTION

2. **Scope of Services:**

- INSERT SCOPE OF SERVICES

3. **Incorporation:**

All requirements of the solicitation and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein. Should there be conflict between the documents, the Authority’s contract shall prevail.

The following documents are incorporated into this contract pursuant to the conditions previously stated.

1) Attachment “A” – Solicitation #INSERT RELEVANT INFORMATION
2) Attachment “B” – INSERT RELEVANT INFORMATION

4. **Schedule of Performance:**

The schedule of performance shall be for a period of INSERT TIME FRAME (XX) XXXX with
XX option to extend and INSERT RELEVANT INFORMATION.

5. **Compensation:**

Compensation for this task-based contract shall be paid to the Contractor upon receipt and approval by the Authority of an invoice setting forth work actually completed. Payment(s) under this contract shall not exceed INSERT RELEVANT INFORMATION ($XXX).

6. **Invoices and Payments:**

The Contractor will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Authority. Payment to the Contractor will normally be made within 30 days upon receipt of invoice and verification by the Authority of services rendered and expenses incurred. The Authority may withhold payment to the Contractor pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required the terms of this Agreement.

7. **Correspondence shall be transmitted to:**

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Finance Department

Payment of approved amounts and notices shall be transmitted to:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CITY, STATE ZIP
Phone: (XXX) XXX-XXXX

8. **Independent Contractor:**

In the performance of the services hereunder, the Contractor shall be an independent entity and not an employee of the Authority. The employees furnished by the Contractor to perform the work shall be deemed to be the Contractor's employees exclusively and said employees shall be paid by the Contractor for all services. The Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Contractor shall not have authority to act on behalf of the Authority in any capacity whatsoever nor to bind the Authority to any obligation whatsoever.
9. **Indemnification:**

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority and its officers and employees (collectively "Indemnities") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its subcontractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor which does not involve any negligence or other breach of obligation on the part of Contractor or its subcontractors, then, provided Contractor is in compliance with its insurance obligations under Section 12. below, such obligation shall be limited to the extent to which it is covered by Contractor's insurance and that of its subcontractors, in no event, however, shall Contractor liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of Contractor or its subcontractors.

Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or Contractor of any Indemnitee.

Contractor indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent Contractor's negligence or other breach of duty.

10. **Termination:**

The Authority may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Contractor or circumstances beyond the control of Contractor. In the event the Authority terminates this Agreement for convenience, the Contractor, within ten (10) days of receiving such notice, shall submit an invoice to the Authority in an amount which represents the compensation for services actually performed to the date of termination and for which the Contractor has not been previously compensated. Upon payment of the sum found due, the Authority shall be under no further obligation to the Contractor financial or otherwise.

In the event the Authority desires to terminate for cause, it shall follow the steps for arbitration as outlined in Attachment C, Section 6., Arbitration.

11. **Assignment:**
The Contractor shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Authority. In no event shall the Contractor assign the duties to be performed under this Agreement.

The parties acknowledge and agree that Authority intends to convey portions of the development sites to other management firms and developers, (the “New Owner”) which has been selected as the New Owner of the sites under the United States Department of Housing and Urban Development Rental Assistance Demonstration (RAD) program. This Agreement may be assigned by the Authority to the New Owner, provided the Authority and the New Owner, with the approval of the Contractor, enter into an assignment and assumption agreement, in which the New Owner expressly assumes the Authority’s obligations under the Agreement, and further releases the Authority from all obligations under the Agreement. If parties and the New Owner fail to enter into such assignment and assumption agreement, this Agreement shall terminate upon the conveyance of the site to the New Owner, and the Authority shall have no further obligation to the Contractor, except as otherwise provided in Section 10 above.

12. **Insurance:**

The Contractor shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Authority and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the Authority, or the nature of the services provided, or any operations under or connected with this Agreement with the Authority.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

1) Worker's Compensation Employers' Liability with limits as required by State of California (currently $1,000,000 for each accident).

2) Comprehensive General Liability Insurance with limits not less than $1,000,000 per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

3) Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each
occurrence Combined Single Limit Bodily Injury and Property Damage.

4) Contractor's Professional Liability Insurance with a limit of not less than $500,000 each occurrence. If the policy is in claims-made form, the Contractor agrees to maintain such insurance for three (3) years following the completion of the construction of the project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three year period, the Contractor may self-insure.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

1) Name as ADDITIONAL INSURED the San Francisco Housing Authority, its Officers, Members of Commission, Agents and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insured, 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, but the inclusion of more than one insured shall not increase the insurer’s limits of liability.

3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Authority of cancellation, non-renewal or reduction in coverage, mailed to the following address:

   Housing Authority of the City and County of San Francisco
   1815 Egbert Avenue
   San Francisco, CA 94124
   Attention: Procurement/Contracts Division

4) Certificates of Insurance, in form and with insurers satisfactory to the Authority, evidencing all coverage above, shall be furnished to the Authority prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Authority, at the following address:

   Housing Authority of the City and County of San Francisco
   1815 Egbert Avenue
   San Francisco, CA 94124
   Attention: Procurement/Contracts Division

5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor
through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

13. **Labor Standard Requirements:**

   The Contractor shall pay the applicable classification wage rates according to the U. S. Department of Labor Prevailing Wages as applicable.

14. **Resident Hiring:**

   To the maximum extent possible, Contractor agrees to actively recruit, hire and train residents of public housing for position vacancies or other employment opportunities within its organization. In the event the Contractor is not able to meet this requirement through employment efforts, it will make a contribution to the Section 3 scholarship program which ranges between 3% - 10% of billable services contingent upon the value of the contract.

15. **Employment Practices:**

   In the performance of this agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this nondiscrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

16. **Anti-Kickback:**

   The Contractor shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Authority.
17. **Drug-Free Workplace:**

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

18. **Work Hours and Safety Standards Act:**

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Contractor hereby declares that it is in compliance with said provisions.

19. **Administrative Remedy for Contract Interpretation:**

Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

20. **Interest of Members of the Authority or Government Officials:**

The Provisions of the Authority's Annual Contributions Contract (ACC), Section SIS, Interest of Members, Officers, or Employees of Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

21. **Applicable Law and Venue:**

This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the City and County of San Francisco.

22. **Ordinances:**

The Contractor shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.
23. **Retention and Inspection of Records:**

Access shall be given by the Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.

24. **Entire Agreement:**

This Agreement constitutes the entire understanding between the Authority and the Contractor concerning the subject matter hereof.
3.5 ATTACHMENT – RESOLUTION NO. 4967; ADOPTED FEBRUARY 22, 2001
RESOLUTION NO. 4967
DATE ADOPTED 2/22/01

RESOLUTION ESTABLISHING A GOAL OF HIRING RESIDENTS OF SAN FRANCISCO PUBLIC HOUSING TO CONSTITUTE AT LEAST TWENTY-FIVE PERCENT (25%) OF THE TOTAL WORKFORCE FOR CERTAIN TYPES OF CONTRACTS PERFORMED BY THE HOUSING AUTHORITY

WHEREAS, the San Francisco Housing Authority seeks to comply with and further the goals set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, as amended, and its accompanying regulations in 24 CFR part 135 (hereinafter called Section 3) for resident hiring by contractors and subcontractors performing various types of work for the San Francisco Housing Authority; and,

WHEREAS, Section 3 regulations require beginning on October 1, 1996, all contractors in conjunction with their subcontractors on San Francisco Housing Authority projects hire eligible Section 3 residents to constitute a minimum of 30% of their aggregate new hires (full-time employees for permanent, temporary or seasonal employment) for each subsequent fiscal year; and,

WHEREAS, the San Francisco Housing Authority presently has a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all construction projects and construction related activities (e.g., architects and engineers); and,

WHEREAS, the San Francisco Housing Authority wishes to ensure that the maximum number of residents of public housing are employed in private and public sector jobs that afford them the ability to achieve their highest potential, gain vocational exposure, participate in the activities of public housing residential developments, and be employed by other contractors and subcontractors who provide services to the San Francisco Housing Authority; and,

WHEREAS, the San Francisco Housing Authority seeks to expand the Section 3 objectives to establish a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all contracts and purchases that are covered by Section 3 and by this resolution; and,

WHEREAS, the San Francisco Housing Authority defines all contracts and purchases covered by Section 3 and this resolution to include contracts and subcontracts for construction projects and construction related activities, e.g., architects and engineers; also included are personal and professional services such as legal counsel, consultants, security services, and other services. This resolution excludes contracts or purchases of supplies and materials unless the contract or purchase includes the installation of the supplies and materials; and

WHEREAS, the San Francisco Housing Authority wishes to assist Section 3 business concerns through preference in contracting opportunities or providing other economic opportunities; and
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The solicitation documents for construction contracts over $25,000 and non-construction contracts over $50,000 covered by Section 3 requirements and by this resolution that are awarded by the San Francisco Housing Authority shall include provisions that give effect to the below enumerated requirements:

(a) Establish a goal requiring contractors, in conjunction with their subcontractors together, to hire residents of public housing such that residents constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours) on all contracts and purchases covered by Section 3 and by this resolution for contracts awarded by the San Francisco Housing Authority.

(b) In those instances where the size of the contract, scope of work covered by the contract, the specialized technical expertise required, the term and urgency of the contract (as determined on a case basis) and/or the contractor’s worksite is located outside the nine Bay Area Counties makes reaching the above 25% goal impractical, the contractor may, with approval of the Contracting Officer for the San Francisco Housing Authority, satisfy the resident hiring requirement by providing appropriate training and development of technical skills in the contractor’s office (e.g., accounting, architectural, consultant, engineering, legal, etc.).

(c) Contracts covered by this resolution are those issued by the San Francisco Housing Authority and include construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements assisted with housing or community development assistance. This resolution goes beyond the requirements of Section 3 to include all contracts for professional and other services (e.g., architectural, consultant, engineering, legal, etc.) but excludes contracts for the purchase of supplies and materials unless these contracts include the installation of the supplies or materials. This resolution also covers construction on SFHA property even if the construction is not performed under contract with the SFHA and will extend to contractors and subcontractors engaged in such construction.

(d) A contractor who meets the goals set forth above is in compliance with this resolution. When the above goals are not met, the contractor must demonstrate to the Contracting Officer the reasons it is not feasible to meet the goal. The contractor’s good faith efforts with regard to meeting the resident employment and Section 3 employment requirements under this resolution will be evaluated using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. The evaluation will also include such factors as the size of the monetary value of the contract and the appropriateness of applying multiple criteria to meet the resident hiring requirements.
(e) Provide that a contractor's failure to realize the goal or to make a good faith effort as defined in Appendix to 24, CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents, shall result in: (1) a cure notice issued when there is clear evidence the contractor will fail to meet the resident employment requirements before the completion of the contract (if not cured the contractor will be terminated for default and assessed penalties up to the date of determination); (2) penalties in the amount of $45.00 (forty-five dollars) multiplied by the number of hours constituting the shortfall for each week of the shortfall (e.g., if 3,000 person hours were expended during the course of a given week for the project, then of those 3,000 hours, 750 must be worked by residents; if residents worked only 650 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of $45.00 multiplied by the 100-hour shortfall, or $4500.00), assessed upon completion of the project and payable to the San Francisco Housing Authority upon demand, or set off from amounts owed for work on the project; or (3) breach of contract; and/or (4) termination of the contract. In addition, penalties will be regarded by the SFHA as poor past performance and may be grounds for determining a contractor to be nonresponsible and ineligible for award of future contracts.

2. The Executive Director will use Section 3 provisions to grant preference for contracting opportunities for Section 3 business concerns; provide other training and employment related opportunities to low income people; and provide other business related economic opportunities that expand Section 3 businesses, including micro-enterprises.

3. This resolution supersedes and replaces Determination and Order Number D-109 of Resolution Number 4604 adopted 4/19/97 and compliments Resolution Number 4886 adopted 4/27/00 and Resolution Number 4908 adopted 6/22/00.

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

[Signatures]

CARL L. WILLIAMS, GENERAL COUNSEL  RONNIE DAVIS, EXECUTIVE DIRECTOR

Date 2-16-01  Date 2-16-01