



City and County of San Francisco

Department of Building Inspection



REQUEST FOR PROPOSALS (RFP) FOR RECORDS MANAGEMENT DIVISION RFP#DBI2012-13 Digitization Electronic Imaging Services CONTACT: Gayle Revels, gayle.revels@sfgov.org, (415) 558-6213

Background

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco ("the City"), established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority.

The City through its Department of Building Inspection ("the Department") seeks proposals from qualified firms demonstrating successful experience in electronic imaging services to convert either or both of the following record formats into digital images that are storable and retrievable for viewing and printing via the PaperVision document management system:

Record Format 1:

Paper-based building plans of various sizes, including but not limited to 11"x17", 16"x24", 24"x36", 36"x42", and 36"x48".

Record Format 2:

16 mm and 35mm rolls of microfilm and 250 boxes of old paper records dating back to 1906, containing building records.

Proposers must have three (3) or more continuous years of experience performing document scanning and indexing. The number and magnitude of prior completed projects, and experience should meet the quality, standards and specifications set forth by the City in this RFP.

A good understanding of the San Francisco Building Permit process is desirable.

Intent of this Request for Proposals (RFP)

It is the intent of the City to award a contract to the most responsive and qualified Proposer(s) for each record format. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. Proposers are not guaranteed a contract.

The City reserves the right to award a single contract for both record types or separate contracts for each format.

This RFP provides for subcontracting opportunities. The standard subcontracting requirements are contained in this document.

Anticipated Contract Term

Based on this RFP's schedule, the anticipated contract term will be July 1, 2012 - June 30, 2016, with the option to extend the contract for up to one (1) additional year. Proposers selected must be available to commence work on July 1, 2012.

Proposals submitted for one or more Record Formats are allowed.

Schedule*

Event	Date
RFP issued	04-02-12
Pre-bid Conference	04-11-12 (3 pm PT)
RFP questions deadline	04-13-12 (12 pm PT)
Answers posted online	04-17-12 (5 pm PT)
Deadline for proposals - Phase I	04-20-12 (12 pm PT)
Oral Interview and Work Sample - Phase II	05-02-12 (time TBD)
Contract award intent notification	05-09-12
Contract begins	07-01-12

*Each date subject to change. All hours are Pacific Time. Check www.sfdbi.org

RFP Questions and Communications

Interested parties, including Proposers, are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFP and its Attachments. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.

A pre-proposal conference is scheduled on April 11, 2012 to address any questions and concerns from potential proposers. Proposers are encouraged to attend if they can. If proposers are unable to attend, however, and to ensure fair and equal access to information about this RFP, e-mailed questions to Gayle Revels at gayle.revels@sfgov.org will be answered and posted on-line. Questions must be in writing and received before 12:00pm PT on April 13, 2012. No questions will be accepted after this time with the exception of questions on City vendor compliance or Human Rights Commission requirements.

A summary of the questions and answers pertaining to this RFP, along with any addendums to the RFP, will be posted on the Department's website at www.sfdbi.org.

1. Introduction

The Department of Building inspection was created by voter referendum under Proposition G in 1994. The charter amendment established the body known as the Building Inspection Commission ("the Commission") which was designed to provide representation for the various communities which interact with the Department.

The purpose of the Department is to serve the City and County of San Francisco and the general public by ensuring that life and property within the City and County are safeguarded, and to provide a public forum for community involvement in that process.

Under the direction and management of the Commission, the Department's mission is to oversee the effective, efficient, fair and safe enforcement of the City and County of San Francisco's Building, Housing, Plumbing, Electrical, and Mechanical Codes, along with the Disability Access Regulations.

In fiscal year 2010-11 ending June 30, 2011 the Department issued a total of 52,897 permits with a total construction valuation of \$1,669,444,226 which included 20,896 Building Permits, 13,014 Electrical Permits, 14,095 Plumbing Permits and 4,892 Miscellaneous Permits such as Street and House Number Permits. It performed 122,590 inspections composed of 49,393 Building Inspections, 2,252 Code Enforcement Inspections, 30,065 Electrical Inspections, 16,377 Housing Inspections and 24,503 Plumbing Inspections.

The Department currently utilizes the PaperVision document management system and would like all Proposers to address their proposals to that format.

2. Scope of Work

This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

Each Proposer should demonstrate its capabilities by providing responses to this RFP. Qualified Proposers may bid to digitize either Record Format 1, 2, or both. If the Proposer is bidding on both Record Formats, they should submit two proposals. Firms are requested to identify in their proposal the Record Format and to submit separate, independent proposals to each Record Format, if more than one.

Please take notice: By participating in this competitive process, Proposer agrees that any agreement resulting from this process may be utilized by other City and County of San Francisco Agencies and Departments to procure the commodities and/or services on the same terms.

City reserves the right to change or amend final technology requirements and limits at the time of contract negotiations.

Successful completion of the following shall be established by negotiated contract agreements between the City and Proposer(s).

2.1 Digitization of Record Format 1

The proposed work is to convert all of the Department's paper-based plans/drawings into digital images and create an index of all imaged documents that are storable and retrievable through the PaperVision document management system. Plans/drawings may vary in sizes of 11"x17", 16"x24", 24"x36", 36"x42", 36"x48" and ranges between 10,000 to 12,000 pages/sheets per month. The current Scanning and Indexing Requirements are attached. (Attachment V).

The following work tasks are assumed necessary by the Department to complete a successful document conversion. Proposers may suggest a modified process as part of their proposal.

Tasks (may include, but are not limited to):

1. As needed, round trip pick-up of all media and documents for scanning and imaging and delivery of all finished products. Pick up and deliver original documents and media, scanned, imaged documents (media) upon completion.
2. Initial document preparation and storage after scanning for a specific period of time (Drawings are recycled after approval from Department staff).
3. Tagged Image File Format (TIFF) image scanning. Scan all paper documents to digital imaging at sufficient resolution, minimum 200 dpi, with the exception of blue line drawings which will be scanned using grayscale to produce a better quality image.
4. Add a scale to each image/page.
5. Add a disclaimer as the cover page for poor original quality documents.
6. Document indexing. Follow Scanning and Indexing Requirements as attached herein. Indexing is based on the Departments Permit Tracking System.
7. Quality control and assurance. Perform the required services according to project scope and specifications that are attached to this RFP and to a level of quality and satisfaction acceptable to the Department. Correct all unsatisfactory work products at Contractor's expense, within agreed and specified time frame. Materials, equipment, components, or workmanship that does not conform to requirements, may be rejected by the Department and must be replaced by the contractor without delay. Payment of an invoice will not waive the Department's right to request corrections. Provide online access to retrieve working documents and for Department quality control and review.
8. Media creation.
9. Emergency requests for documents while being processed. The requested documents will be scanned and e-mailed, transferred with a file transfer protocol (FTP), faxed or otherwise delivered to the Department in a manner deemed suitable and reasonable by the Department within two business days of request.
10. Complete the quality control of any files already scanned at the end of the contract period and return any un-scanned documents within two weeks of the end of the contract period.

2.2 Digitization of Record Format 2

The proposed work is to convert all of the Department's 16mm and 35mm rolls of microfilm and old paper-based documents into digital images and create an index of all imaged

documents that are storable and retrievable through the PaperVision document management system. The current Scanning Requirements for Conversion are attached. (Attachment VI).

The Department has approximately:

- a. 1,200 rolls of 16mm microfilm containing job cards, certificates of final completion, permits and miscellaneous documents, many of which date back mid 1930's. There are approximately 2,500 frames per roll for a total of 3,000,000 frames. In addition each roll is estimated to have 800 records to index for a total of 960,000 records.
- b. 3,500 rolls of 35mm microfilm with plans dating back to 1940's. There are approximately 500 frames per roll for a total of 1,750,000 frames. Each roll has approximately 50 records to index for a total of 175,000 records.
- c. 250 boxes of paper documents which date back to 1906.

The following work tasks are assumed necessary by the Department to complete a successful document conversion. Proposers may suggest a modified process as part of their proposal.

Tasks (may include, but are not limited to):

1. As needed, round trip pick-up of all media and documents for scanning and imaging and delivery of all finished products. Pick up and deliver original documents and media, scanned, imaged documents (media) upon completion.
2. Initial and final document preparation.
3. Tagged Image File Format (TIFF) image scanning. Scan all paper documents to digital imaging at sufficient resolution, minimum 200 dpi.
4. Convert all 16 mm and 35 mm microfilm rolls into digital images.
5. Add scale to all 35 mm scanned images as needed.
6. Convert 250 boxes of paper documents into digital images.
7. Add a disclaimer as the cover page for poor original quality documents.
8. Quality control and assurance. Perform the required services according to project scope and specifications that are attached to this RFP and to a level of quality and satisfaction acceptable to the Department. Correct all unsatisfactory work products at Contractor's expense, within agreed and specified time frame. Materials, equipment, components, or workmanship that does not conform to requirements, may be rejected by the Department and must be replaced by the contractor without delay. Provide online access to retrieve working documents and for Department quality control and review.
9. Media creation.
10. Emergency requests for documents while being processed. The requested documents will be scanned and e-mailed, FTP, faxed or otherwise delivered to the Department in a manner deemed suitable and reasonable by the Department within two business days of request.
11. Complete the quality control of any microfilm or paper already scanned at the end of the contract period and return any un-scanned microfilm or documents within two weeks of the end of the contract period.

3. City-Proposer Communications

Proposers are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFP and its Attachments. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.

A pre-proposal conference is scheduled on April 11, 2012 to address any questions and concerns from potential proposers regarding this RFP. Proposers are encouraged to attend if possible. If proposers are unable to attend, however, and to ensure fair and equal access to information about this RFP, proposers can e-mail questions to Gayle Revels at gayle.revels@sfgov.org. Questions must be in writing and received before 12:00 pm PT on April 13, 2012. No questions will be accepted after this time with the exception of questions on City vendor compliance or Human Rights Commission requirements.

A summary of all information, e-mailed and pre-proposal questions and answers pertaining to this RFP will be posted on the Department's website at <http://www.sfdbi.org>.

4. Proposal Submission Requirements

4.1 Time and Place for Submission of Proposals

Proposals and all related materials must be received by **12 pm PT on April 20, 2012**. Proposals may be delivered to the Reception Desk at the Department of Building Inspection, 6th floor, attention: Gayle Revels, or mailed to:

*Gayle Revels
Department of Building Inspection
Finance Services
1660 Mission Street, 6th floor
San Francisco, CA 94103*

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to postal or delivery service failure.

4.2 Proposal Package

The following items must be included in your proposal and packaged in a box or envelope clearly marked **RFP#DBI2012-13Digitization**.

Proposals should clearly indicate which Record Type the Proposer is bidding on. If the Proposer is bidding on both Record Formats, they should submit two proposals. Complete, but concise proposals, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

A. Format of Proposal

1. One (1) original printed proposal (with original signatures) labeled as "Original." The pages should be bound by a method in which the sheets may be easily separated (e.g. 3-hole binder, binder clip, comb binding, velo binding, etc).

- RFP Attachment I:* Acknowledgement of RFP Terms and Conditions
- RFP Attachment II:* Human Rights Commission Local Business Enterprise Forms - 2 copies
- RFP Attachment III:* City's Administrative Requirements
- RFP Attachment IV:* City's Agreement Terms and Conditions
- RFP Attachment V:* Scanning and Indexing Requirements for Building Plans, Calculations and Attachments
- RFP Attachment VI:* Scanning Requirements for Conversion of 16mm and 35mm Microfilm Rolls and Paper Documents

2. **One (1) Fee Proposal in a sealed envelope labeled "Fee Proposal"**. The City intends to award a contract(s) to the firm that it considers will provide the best overall system that meets the Scope of Work. The City reserves the right to accept other than the lowest priced offered and to reject any proposals that are not responsive to this request.
3. **One (1) CD-ROM containing entire contents of proposal, including all RFP Attachments**. The CD-ROM and electronic files on the CD-ROM must be labeled with the Proposer's name. All files should be submitted in unprotected PDF or Word format. Electronic files should include signatures, where applicable.
4. **Two (2) complete printed copies of proposal**. The pages may be bound by a method of the Proposer's choosing. Proposers are advised to review RFP Attachments through VI before beginning work on the proposal to ensure they can meet the City's requirements.
5. **One (1) signed copy of all addendums to the RFP (with original signatures)**. The pages may be bound by a method of the Proposer's choosing.

B. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below:

1. **Introduction and Executive Summary**

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

Any Joint Venture responding to this RFP must clearly identify the roles, responsibilities and experience of each member of the Joint Venture. All Proposers must have the relevant expertise to successfully perform the scope of services described in this RFP.

2. Project Approach

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Overall scope of work tasks;
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

3. Firm Qualifications

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, e-mail, and telephone number of a contact person;
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of at least three (3) but no more than five (5) projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.

4. Team Qualifications

Provide a list identifying: (1) the technical project manager and each technical person on the project team, and (2) a description of the experience and qualifications of the project team members, including brief resumes.

5. References

Provide references, including the name, address and telephone number of at least three (3) but no more than five (5) recent clients (preferably agencies other than the City and County of San Francisco).

Provide references for each record type, if bidding on both. The references may be the same for both record types if applicable.

Reference checks, including, but not limited to, prior clients, may be used to confirm the applicability of Proposer's experience with the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Proposer's problem-solving, project management and communication abilities, and performance on deliverables and outcomes.

6. Fee Proposal

The City intends to award each contract to the firms that it considers will provide the highest rated overall services in each record format. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a sealed fee proposal, separate from the main proposal, which includes the following:

- a. Itemized cost and total fee for the project identified in the Scope of Work with a not-to-exceed figure; and
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work, if necessary.

5. Evaluation and Selection Criteria

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select Proposer(s) for contract negotiations that will provide the best overall service package to the City. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

5.1 Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of the proposals, for conducting reference checks, and for interviews, if desired by the City.

5.2 Minimum Qualifications

The Minimum Qualifications are used by the City to determine whether the Proposer and the proposed staff identified to complete all tasks specified in the Scope of Work have had experience on projects comparable to the services the City is requesting. Any proposal that does not demonstrate that the Proposer meets these minimum qualifications below by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s) resulting from this process.

In the Executive Summary the Proposer certifies that:

A. RFP ATTACHMENTS:

It has completed the requirements and submitted the forms described in RFP Attachments I, II, III, IV, V and VI as part of Proposal, as applicable.

B. STATUS:

The Proposer must be a valid existing legal entity, fit to do business and in good standing in the State of California without being barred in the last five years from doing business with the City or any other municipalities. In addition, each Proposer must have all necessary licenses, permits, approvals and authorizations necessary in order to perform the work and conduct the Proposer's business.

C. EXPERIENCE:

To be considered qualified, firms submitting proposals must have three (3) or more continuous years in business performing digitization. The number and magnitude of prior completed projects and experience should meet the quality, standards and specifications set forth by the Department.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract(s).

D. Staffing:

The proposal clearly demonstrates that the program manager and/or technical lead proposed to be assigned to the City's project had a similar individual role in a minimum of three (3) or more continuous years in performing digitization.

E. Adaptiveness to New Technology:

If new technology becomes available to the proposer during the term of the contract, the proposer will make the technology and associated processes available to the Department. The Department reserves the right to review and accept any changes in technology before implementation.

F. Other City Requirements:

The Proposer must be willing and able to comply with the City requirements set forth in Sections 7 and 8 of this RFP.

5.3 Evaluation Criteria

5.3.1 Phase I: Proposal (100 points)

Proposals will be evaluated in accordance with the information provided by the Proposer and the criteria below.

1. Responsiveness to the RFP - 10 points

- a. Compliance with the RFP submission and requirements; and
- b. Completeness and clarity of the firm's proposal; and
- c. Proposal is professionally presented and contains organized content and format.

2. Experience of Firm and Assigned Project Staff - 30 points

- a. Expertise of the firm in the fields necessary to complete the tasks; and
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- c. Experience with similar projects; and
- d. Recent experience, professional qualifications and education of the project manager assigned to the project.

3. Project Approach - 35 points

- a. Understanding of the project and the tasks to be performed; and
- b. Reasonableness of work schedule and approach to keeping the project on schedule; and
- c. Innovation and application of industry best practices; and
- d. Quality control.

5. Project Cost - 25 points

- a. The proposal with the lowest fee will receive the total number of points available for project cost. The other proposals will be scored by dividing the amount of the lowest fee by the fee proposal being scored and multiplying the result by the total number of points assigned to project cost.

For Example:

Proposal	Bid Amount	Points
1	\$1,000,000	25
2	\$1,250,000	20 ($1,000,000/1,250,000*25$)
3	\$1,500,000	17 ($1,000,000/1,500,000*25$)

5.3.2 Phase II: Oral Interview (40 points) and Work Sample (60 points)

The proposers that scored seventy (70) or more points on the written evaluation, up to the top three (3), will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers.

Proposers invited to an oral interview will be asked to provide a work sample in accordance with required standards and specifications based on documents provided by the Department. The work sample must be brought to the interview in a form to be specified by the Department.

5.4 Scoring and Selection Criteria

The numerical scoring will reset at each phase. All Proposers that are deemed responsive will advance to Phase I: Evaluation of Written Proposals. The selection panel will be comprised of individuals who are knowledgeable on the subject matter including DBI and other City agencies.

Phase I: Evaluation of Written Proposals: All proposals will be evaluated and assessed based on the defined evaluation criteria above. Each evaluation criteria has been assigned a numerical value or raw score, which will be awarded to proposals, based on the degree of responsiveness to the RFP and how adequately the proposal attempts to address the needed services defined in the scope. Three firms with the highest scored proposals, that cross the 70 point threshold, will be chosen to advance to Phase II of the selection process.

Phase II: Oral Interview and Work Sample: The three top-ranked firms will be asked to participate in an oral interview, in which each firm will be asked standard questions. The work sample will be evaluated and assessed based on the degree of quality and how adequately firms follow the Department's instructions and specifications.

At each phase of the selection process, a rating bonus will be awarded to each firm that is an HRC-certified Local Business Enterprise.

The selection panel will recommend the award of subsequent contract(s) to the firm with the highest combined score in Phase II as described above. Staff may conduct further reference checks to confirm concurrence with the recommendation. A notice of intent to award the contract(s) to the recommended firm(s) will be issued thereafter.

5.5 Award Processes

Following the Proposal Evaluation process, the City will select the highest ranked Proposer with whom City staff will commence contract negotiations. The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest ranked Proposers it deems qualified. The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to its projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP. The City reserves the right to award separate contracts for Record Format 1 and 2 and also reserves the right to award multiple contracts to multiple vendors that submitted a proposal.

6. Protest Procedures

6.1 Protest of Non-Responsiveness Determination

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by e-mail (mail and fax are not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

6.2 Protest of Contract Award

Within five (5) working days of the City's issuance of a notice of intent to award a contract under this RFP, any Proposer that has submitted a responsive proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest by e-mail (mail and fax are not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) working day after the City's issuance of the notice of intent to award a contract.

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

6.3 Delivery of Protests

All protests must be received by the due dates as specified in Sections 6.2 and 6.3. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or by MAIL or FAX will not be considered. Protests must be e-mailed to: gayle.revels@sfgov.org.

7. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Objections to RFP Terms

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

C. Inquiries Regarding RFP

Inquiries regarding the RFP and all requests for written modification or clarification of the RFP must be directed to the person below by April 13, 2012:

Gayle Revels
San Francisco Department of Building Inspection
Finance Services
1660 Mission Street, 6th floor
San Francisco, CA 94103
E-mail: gayle.revels@sfgov.org

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website at www.sfdbi.org. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

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

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

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which mandates:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract/grant, or (2) three months have elapsed from the date the contract/grant is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract/grant that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- a. the officer's re-election campaign
- b. a candidate for that officer's office
- c. a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract/grant, or a city officer or employee initiates communication with a potential contractor about a contract/grant. The negotiation period ends when a contract/grant is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract/grant; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract/grant. Inquiries for information about a particular

contract/grant, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent contract agreement reached on the basis of the proposal.

L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;

4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

N. Local Business Enterprise Ordinance

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists (collectively the "LBE Ordinance") shall apply to this RFP.

1. LBE Sub-consultant Participation Goals

The LBE sub-consulting goals are 20% for Record Format 1 and 25% for Record Format 2 of the total value of the goods and/or services to be procured.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and HRC Attachment 3, Requirements for General Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, HRC Attachment 3 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Sub-consulting goals can only be met with HRC-certified LBEs located in San Francisco.

2. LBE Participation Bonus

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 10% discount to an LBE; or a joint venture between or among LBEs; or
- b. A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- c. A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- d. A 10% discount to a certified non-profit entity.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

3. HRC Forms to be Submitted With Proposal

All proposals must include two copies of the following Human Rights Commission Forms contained in HRC Attachment 3 - Requirements for [General Services Contracts](#):

- a. Form 2A HRC Contract Participation Form. Note the LBE Goal is 20% for the services in Section 2.1 and 25% for the services in Section 2.2.
- b. Form 2B "Good Faith Outreach" Requirements Form.
- c. Form 3 HRC Non-Discrimination Affidavit.
- d. Form 5 HRC Employment Form.

Required Forms should be submitted with the proposal in a separate, sealed envelope labeled "HRC Forms."

If you have any questions concerning the HRC Forms or requirements, you may call Selormey Dzikunu, the Human Rights Commission Contract Compliance Officer, at 415-558-4059.

8. Standard Contract Requirements

The successful Proposer(s) will be required to enter into a contract agreement substantially in the form of the Contract Agreement, attached hereto as RFP Attachment IV. Failure to timely execute the agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract agreement, shall be deemed an abandonment of an award offer.

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT I: ACKNOWLEDGEMENT OF
RFP TERMS AND CONDITIONS**

Each Proposer, as part of its Proposal, must submit this document signed by a representative(s) authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its Proposal.

Acknowledged and Agreed:

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

DEPARTMENT OF BUILDING INSPECTION RFP ATTACHMENT II: LOCAL BUSINESS ENTERPRISE (LBE) FORMS

Human Rights Commission ("HRC") Contact

If you have any questions concerning the HRC Forms and to ensure that your proposal is not rejected for failing to comply with these requirements, please call Selormey Dzikunu, the HRC Contract Compliance Officer at 415-558-4059 or by e-mail at Selormey.Dzikunu@sfdpw.org. The forms will be reviewed prior to the evaluation process.

HOW TO RESPOND TO THIS ATTACHMENT

Each RFQ or RFP process requires a new submittal of HRC Attachment 3 forms at the following link: <http://www.sf-hrc.org/Modules/ShowDocument.aspx?documentid=1182>.

This RFP requires Human Rights Commission Local Business Enterprise subcontracting. The LBE sub-consulting goals are 20% and 25% of the total value of the goods and/or services to be procured for Section 2.1 and Section 2.2, respectively.

The following forms are required as part of the proposal submittal:

- (1) Form 2A-HRC Contract Participation Form
- (2) Form 2B-HRC "Good Faith Outreach" Requirements Form
- (3) Form 3-HRC Non-Discrimination Affidavit
- (4) Form 5-HRC Employment Form

Please submit two (2) copies each of Form with your Proposal Package. The forms should be part of the "Original" of your proposal (your two proposal copies do not need to include these forms). At least one copy should have original signatures.

If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

DEPARTMENT OF BUILDING INSPECTION

RFP ATTACHMENT III: CITY'S ADMINISTRATIVE REQUIREMENTS (LINKS TO FORMS)

- The City can only do business with Contractors that have fulfilled the City's requirements.
- The City highly recommends that Proposers/Respondents at the time of proposal/response submission fulfill the administrative requirements for doing business with the City.
- Fulfillment of the City's administrative requirements is defined as completion, submission to the Department of Building and approval by applicable City agencies (Human Rights Commission, Treasurer/Tax Collector, Office of Contract Administration, Risk Management, etc.) of these forms.
- If you wish to complete and submit the vendor requirements outlined in Attachment III in advance of your proposal/response, please send all of these forms directly to the Contact below. The Contact will inform your firm if it needs to complete documentation requirements directly with an agency.

HOW TO RESPOND TO THIS ATTACHMENT

NEW TO CITY BUSINESS?

If your firm has never done business with the City before, please review and complete the forms referenced and linked in this Attachment, and submit them with your proposal/response.

Completion and submission of the vendor requirements outlined in Attachment III as soon as possible and in advance of your proposal/response to the Contact listed below is recommended but not required to prevent delays to the overall project timeline. The City cannot do business with any vendor that by contract award, fails to meet all requirements. Even if your firm is selected for contract negotiations and completes the scope of work portion of negotiations, the City cannot execute a contract and begin work if there are outstanding compliance requirements such as the City's Equal Benefits ordinance or the City's business tax requirements. We attempt to prevent those types of delays by providing as much advance notice of vendor requirements as possible.

NOT YOUR FIRST TIME DOING BUSINESS WITH THE CITY?

Even if your firm has done business with the City before, it is best to check on the status of your completion of the City's requirements with the Contact listed below to ensure your firm is not precluded from contract award based on outstanding administrative requirement issues. Please be sure that your firm has fulfilled all City requirements as defined in the third bullet point above.

CONTACT

Contact Gayle Revels at (415) 558-6213 or at Gayle.Revels@sfgov.org for information and assistance on meeting these requirements.

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT III: CITY'S ADMINISTRATIVE REQUIREMENTS
(LINKS TO FORMS)**

FORMS AND REQUIREMENTS

Vendor Profile Package Website:

<http://sfgsa.org/index.aspx?page=376>

- A. **Vendor Profile Application** - establishes basic vendor information

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=806>

Vendor Profile Application Instructions and Commodity Codes for reference in filling out Application are available on Vendor Profile Package Website <http://sfgsa.org/index.aspx?page=376>

- B. **IRS Form W-9** - Establishes federal and state tax status

Link is available on Vendor Profile Package Website.

Or use direct link to IRS website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

- C. **Business Tax Declaration** - Establishes San Francisco business tax status

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=814> (Word)

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=816> (PDF)

Note that based on how this declaration is filled out, firm may be required to additionally register for a business tax certificate and pay business taxes. See instructions on the Declaration form. If your company must register, download and complete a business registration form available at this website to obtain a Business Registration Certificate

<http://www.sftreasurer.org/index.aspx?page=22>

- D. **HRC Form 12B-101 (Declaration: Nondiscrimination in Contracts and Benefits)** - Establishes determination of how firm provides benefits to employees with spouses and to employees with domestic partners.

http://www.sf-hrc.org/ftp/uploadedfiles/sfhumanrights/Transgender_HIV_Division/12B%20101.pdf

Note that this form and documentation of benefits should be discussed directly with the Human Rights Commission, as the determining authority. Please contact the Human Rights Commission at 415-252-2500 for assistance.

- E. **Minimum Compensation Ordinance Declaration**

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=1346>

More information: <http://sfgsa.org/index.aspx?page=403>

- F. **Health Care Accountability Ordinance Declaration**

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=1027>

More information: <http://sfgsa.org/index.aspx?page=407>

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT III: CITY'S ADMINISTRATIVE REQUIREMENTS
(LINKS TO FORMS)**

G. Insurance

Fulfillment of the City's insurance requirements is not required as part of your proposal/response. However, fulfillment prior to contract award is required.

The City is self-insured, so it will need to be added to a contractor's General Liability and Auto Liability policies as an additional insured. The City needs a formal endorsement showing that the primary insured's policies have been amended to specifically add "the City and County of San Francisco, its officers, agents and employees" as an additional insured. The General and Auto Liability policy number(s) should appear on the endorsement.

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
TERMS AND CONDITIONS**

Proposers, if selected for contract negotiations, will be required to enter into such contract(s) substantially in the form of the City and County of San Francisco Contract Agreement (P-500), as attached (pages 2 through 32 of this Attachment IV). **There is no need to sign the signature page of these Terms and Conditions (page 29) as part of your proposal;** the signature process will occur after contract negotiations have concluded.

HOW TO RESPOND TO THIS ATTACHMENT

1. Proposer accepts the City's terms and conditions?

Yes If yes, attach statement.
No

Proposers that do not submit proposed changes will be assumed to accept all of the City's terms and conditions and shall submit a statement to that effect, in lieu of submitting proposed changes as part of the "Original" of your proposal (your other proposal copies do not need to include this statement).

2. Proposer wishes to negotiate modification of other terms and conditions?

Yes If yes, attach modifications.
No

Proposers wishing to negotiate modification of other terms and conditions must attach a copy of the City's Agreement referring to the specific portion of the Agreement to be changed, and show proposed changes (deleted sections with a strike-over and added sections in boldface type). The proposed changes need to be included in the "Original" of your proposal (your other proposal copies do not need to include this Attachment).

The City's selection of any Proposer who proposes changes to the City's Agreement terms shall not be deemed as acceptance of the Proposer's proposed changes.

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

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
TERMS AND CONDITIONS**

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

Agreement between the City and County of San Francisco and

[Insert name of contractor]

This Agreement is made this **[insert day]** day of **[insert month]**, 20 **[insert year]**, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the **[insert name of department]** ("Department") wishes to **[insert short description of services required]**; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **[insert date]**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **[insert PSC number]** on **[insert date of Civil Service Commission action]**;

Now, THEREFORE, the parties agree as follows:

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

DEPARTMENT OF BUILDING INSPECTION RFP ATTACHMENT IV: CITY'S AGREEMENT TERMS AND CONDITIONS

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

- 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **[insert beginning date]** to **[insert termination date]**.
- 3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
- 4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
- 5. Compensation.** Compensation shall be made in monthly payments on or before the **[insert day]** day of each month for work, as set forth in Section 4 of this Agreement, that the **[insert title of department head]**, in his or her sole discretion, concludes has been performed as of the **[insert day]** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **[insert whole dollar amount in numbers and words -- no pennies and no ".00"]**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **[insert name of department]** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

- 6. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
- 7. Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
TERMS AND CONDITIONS**

amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
TERMS AND CONDITIONS**

report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

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

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
TERMS AND CONDITIONS**

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

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

**DEPARTMENT OF BUILDING INSPECTION
RFP ATTACHMENT IV: CITY'S AGREEMENT
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1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

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

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

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

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

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

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k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

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

16. Indemnification

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor

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assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **[insert whole dollar amount in words and numbers -- no pennies and no ".00"]** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. Default; Remedies

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

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

8. Submitting False Claims; Monetary

37. Drug-free workplace policy

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|---|---------------------------------------|
| Penalties. | |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this

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option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- 3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and

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to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: **[insert name or title of department contact person, name of department, mailing address, and e-mail address; fax number is optional]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address; fax number is optional]**

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the

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property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

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

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to

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cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. **Compliance and Enforcement**

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

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2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is **[insert number]** %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry,

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age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

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

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

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to

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import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

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

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

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

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

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of

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

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

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d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

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

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a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

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

b. First Source Hiring Agreement.

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

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

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The

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duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

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

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

6) Set the term of the requirements.

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

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

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

c. Hiring Decisions

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

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d. Exceptions

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

e. Liquidated Damages.

Contractor agrees:

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

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

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

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

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

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

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

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individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

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

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

f. **Subcontracts.**

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

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

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

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48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section

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11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco

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within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon

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demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

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

62. Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix **[enter the appendix letter]** to address issues that have not been resolved administratively by other departmental remedies.

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

CITY

CONTRACTOR

Recommended by:

[company name]

[name]
[title]
[department]

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

Naomi Kelly
Director of the Office of Contract
Administration, and
Purchaser

City vendor number: **[vendor number]**

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

**DEPARTMENT OF BUILDING INSPECTION
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**Appendix A
Services to be provided by Contractor**

1. Description of Services

Contractor agrees to perform the following services:

Insert list of Services

2. Reports

Contractor shall submit written reports as requested by the **[insert name of department]**. Format for the content of such reports shall be determined by the **[insert name of department]**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the **[insert name of department]** will be **[insert name of contact person in department]**.

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**Appendix B
Calculation of Charges**

→List, as applicable:

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.

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**Appendix C
Insurance Waiver**

➔ Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.

**DEPARTMENT OF BUILDING INSPECTION
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BUILDING PLANS, CALCULATIONS AND ATTACHMENTS**

FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
1	APPLKEY = APPLICATION #	<p>The Application Number is handwritten on the right-hand edge of the first page of the set of plans.</p> <ul style="list-style-type: none"> • In some instances, there will be more than one set of plans with the same application number with an alpha character such as S, S1, R2 written after the application number. These plan sets should be scanned and indexed individually as a separate set using the same application number followed by the alpha numeric number. <ul style="list-style-type: none"> ◦ For example, lines of indexing for this type of permit application numbers will show as follows: <ul style="list-style-type: none"> ▪ 201201011234 ▪ 201201011234S1 ▪ 201201011234R2 • Some plans may have more than one application number for the same address; in these instances, a line of indexing will be created for each permit application number. • Some plans may have more than one application number and multiple addresses; in these instances, a line of indexing will be created for each permit application number and address. <p>For further explanation of the procedure for this field, please call Records Management Division (RMD) staff.</p> <p>MANUAL ENTRY.</p>	Numeric / Alpha	17
Once application number is entered and matched with the Department of Building Inspection (DBI) Permit Tracking System (PTS) information, all other fields are populated from the database.				

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FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
		<p>Un-shaded fields are required fields. These fields are NOT to be left blank.</p> <ul style="list-style-type: none"> • If a required field cannot be identified or located on the document, that document will be marked for exception processing and authorized personnel at CCSF DBI will be contacted to resolve the issue. • An electronic copy of the image should be provided for DBI review, vendor personnel will await instructions before proceeding with that document. • If DBI is unable to verify data, enter NA on such field with the Department's approval, do not use space or slash when entering NA. <p>Shaded fields are optional fields, information should be included if available on PTS.</p> <ul style="list-style-type: none"> • If there is no information on a field, the field should be left empty; the word "Blank" should not be entered. <p>Exception: Fields #14, #15, and #17 – Vendor must enter the appropriate information manually (not from database). Please refer to the description on each field.</p> <p>Note: Since application numbers are handwritten on the plans, there is a greater chance of human error. If the application number is unreadable or does not match PTS, an electronic copy of the image should be provided for DBI review.</p>		

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FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
2	BLOCK = BLOCK NUMBER	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric / Alpha	5
3	LOT = LOT NUMBER	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric / Alpha	4
4	BUILD_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric / Alpha	8
<p>Fields 5 – 12: For buildings with one lot number that have two or more house numbers, i.e. 10-12 Church St, DBI database will create one line of indexing for each house number (in this example: the database will create 10 Church St, and 12 Church St for the same permit application number). DBI requires a line of indexing per set of plans and address; for example,</p> <ul style="list-style-type: none"> a. Buildings that may have two or more house numbers i.e. 10 – 12 Church Street will have a line of indexing for 10 Church Street and a line of indexing for 12 Church. b. If a document has two different addresses (i.e. a corner building may have 2 addresses with different street names, i.e. 2301 – 2303 Bryant & 2731 – 2737 21st Street), the document will be indexed twice. For example: Appl. #200504069331 will be indexed twice under 2301 – 2303 Bryant Street and 2731 – 2737 21st Street. 				
5	LO_STREET_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric	6
6	LO_STR_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric / Alpha	4
7	HI_STR_NO	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric	6

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FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
8	HI_STR_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric / Alpha	4
9	STREET NAME	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Character	20
10	STREET_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Character	2
11	UNIT	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric / Alpha	7
12	UNIT_SFX	AUTOMATICALLY POPULATED FROM DBI DATABASE IF AVAILABLE.	Numeric / Alpha	4
13	APP_TYPE	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric	1
14	ROLL NUMBER = BOX NUMBER	Manual Entry For a work sample, please use: P0001 SAMPLE – 07/01/2012 For further explanation of the procedure for this field, please call RMD staff.	Character	12
15	DOC_TYPE	P for building plans. Manual Entry.	Character	1
16	DOC_DATE = ISSUE DATE	AUTOMATICALLY POPULATED FROM DBI DATABASE.	Numeric / Character	8

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FIELD #	INDEX FIELD	DESCRIPTION	TYPE	LENGTH
17	SUB_FOLDER	Please name the folder as CCSF Building Plans Manual Entry.	Character	20

DOCUMENT PREPARATION AND REASSEMBLY

- Plans are picked up at DBI – 1660 Mission Street, as needed.
- DBI authorized personnel will sign a vendor provided delivery receipt at time of delivery for any and all deliveries. Both parties keep a copy of the signed receipt for their records.
- Plans may be picked up in rolls or flattened.
- Structural calculations, hydraulic calculations, Title 24 Energy calculations, Special Inspection requirements attached to the plans must be scanned as part of the plans. Other documents shall be removed and returned to DBI.
- Plans are not returned to DBI. These are discarded 90 days after delivery has been made of CD/DVD and upon approval of DBI authorized staff.
- Turnaround will be agreed upon between vendor and the Department.

SCANNING SPECIFICATIONS

- Plans will be scanned at sufficient resolution to provide good quality images
 - If necessary, blue line drawings will be scanned at a different resolution such as gray scale to provide good quality images.
- The first page of the scanned plans should be the page containing the application number.
- Plans will be rotated to the correct orientation, right-reading orientation, and centered on the page.
- Entire image should be scanned / captured.
- No borders to be included to the images.
- Add a scale to each scanned image.

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RFP ATTACHMENT V: SCANNING AND INDEXING REQUIREMENTS FOR BUILDING PLANS, CALCULATIONS AND ATTACHMENTS

- Add a disclaimer as the cover page for poor original quality documents.
- When printed, the plans and scale should fit on an 11" X 17" sheet of paper, right-reading orientation.

ADDITIONAL REQUIREMENTS

- The Permit Tracking System database download is sent by MIS to vendors on a monthly basis the first week of each month and it contains all information needed to index documents. This database must be used to match the application numbers entered.
- Field number must correspond to the field order on the PaperVision search screen or any other program in use by the Department.
- If a required field cannot be located on the plans or information on the plans does not match the Permit Tracking System download, the plans will be marked for exception processing and authorized personnel at CCSF DBI will be contacted to resolve the issue.
- An electronic copy of the image should be provided for DBI review, vendor personnel will await instructions before proceeding with that document.
- Provide online access to retrieve working documents for DBI's quality control, review, and approval.
- If DBI is unable to verify data, enter NA on such field with the Department's approval, do not use space or slash when entering NA.
- One Read / Write CD or DVD properly labeled delivered with PaperVision compatible indexing / database or other approved format as approved by CCSF DBI personnel.
- Datagroups / Sub Folder to be named **CCSF BUILDING PLANS**.

DEPARTMENT OF BUILDING INSPECTION

RFP ATTACHMENT VI: SCANNING REQUIREMENTS FOR CONVERSION OF 16mm, 35 mm MICROFILM ROLLS and PAPER DOCUMENTS

DOCUMENT PREPARATION AND REASSEMBLY

- Rolls of 16mm and 35mm film and boxes of paper documents will be picked up at Department of Building Inspection – 1660 Mission Street, as needed. DBI authorized personnel will sign a vendor provided delivery receipt at time of delivery for any and all deliveries. Both parties keep a copy of the signed receipt for their records.
- All items will be returned to DBI after completion and approval of converted documents with the final CD/DVD.
- Turnaround – Agreed upon the vendor and the Department.

SCANNING SPECIFICATIONS

- All images will be scanned at sufficient resolution to provide clear, readable, and good quality images for viewing and printing.
 - If necessary, poor quality film will be scanned at a different resolution to provide good quality images.
- All scanned images must be in a compatible file format with the current program used by the Department. (ex. TIFF)
- All images will be rotated to the correct orientation, right-reading, and centered on the page.
- Entire image of the document, not the frame of the film, should be scanned / captured.
- Do not include the roll frame number in the scanned image.
- Do not include the poor quality disclaimer on the permits if it is provided on the 16mm filmed documents.
- No borders to be included to the images.
- When scanning images, capture the entire document with the least amount of background as possible.
- Add a scale to each scanned plans only, as needed.
- When printed, the plans should fit on an 11" X 17" sheet of paper, right reading orientation.
- When printed, the permits, job cards and certificates of final completion should fit on an 8.5" X 11" sheet of paper, right reading orientation.
- Contact CCSF DBI staff for any questions and comments while converting documents to digital images.
- Provide online access for all files for CCSF DBI for review and approval.
- CCSF DBI Staff will review the images for quality while indexing. This may not be immediate and be done at a later date. Turnaround time will be agreed upon by the vendor and the Department.
- Label each project with the box number/roll number of the film or documents scanned.
- Provide final Read / Write CD or DVD properly labeled.