

**City and County of San Francisco**

**Request for Proposals for**

**City Hall Child Care Facility**



Date issued:

August 22, 2023

Pre-proposal conference:

August 29, 2023 9:30 a.m.

Proposal due:

September 4, 2023 4:00 p.m.

## Table of Contents

<b>I.</b>	<b>Introduction and Schedule</b>	4
	<b>A. General</b>	4
	<b>B. Schedule</b>	4
	<b>C. Proposer’s Pre-Submittal Conference and Site Tour</b>	5
<b>II.</b>	<b>Scope of Work</b>	5
	<b>A. Description of Facility and Operating Policies</b>	5
	1. Description of Facility	6
	2. Program Capacity	6
	3. Hours of Operation	6
	4. Parking	6
	<b>B. Center Expenses Covered by the City</b>	7
	1. Tenant Improvements Error! Bookmark not defined.	
	2. Facility Costs Error! Bookmark not defined.	
	3. Base Rent	7
	4. Utilities	7
	5. Building Security	7
	<b>C. Facility Costs Covered by Pro</b>	7
	1. Construction Costs	7
	2. Daily Maintenance, Utilities and Cleaning Services	8
	3. Liability Insurance	8
	4. Furniture	8
	5. Office Equipment and Operating Supplies	8
	<b>D. Provider Program Responsibilities</b>	8
	<b>E. Enrollment</b>	9
	<b>F. Ongoing Operations</b>	9
	<b>G. Evaluation of Provider’s Performance</b>	11
	<b>H. Termination of License Agreement</b>	11
<b>III.</b>	<b>Submission Requirements</b>	11
	<b>A. Time and Place for Submission of Proposals</b>	11
	<b>B. Format</b>	11
	<b>C. Conditional of Submission</b>	12
	<b>D. Written Proposal (50 points total)</b>	12
	1. Statement of Philosophy and Mission Statement (one page maximum)	13
	2. Children’s Programming (two pages maximum)	13

3. Qualifications and Experience of Teaching Staff and Lead Staff	13
4. Program Operation & Staff Patterning	13
5. Scope of Services	13
6. Food and Nutrition	14
7. Partnerships	14
8. Enrollment Administration and Fundraising	14
9. Facility/Operations	14
10. References	14
11. Annual Report [Required for submission but will not be Scored.]	14
E. Cost Proposal (25 points total)	14
1. Maximizing Economy and Operational Effectiveness	15
2. Operation Budget	15
3. Development Costs	15
4. Tuition/Fee Proposal	15
IV. Evaluation and Selection Criteria	16
A. Minimum Qualifications	16
B. Selection Panel	17
1. Evaluation Criteria For Written Proposal	17
2. Oral Interviews and Optional Site Visits	18
3. Evaluation Criteria for Oral Interviews and Optional Site Visit	18
4. Scores	18
V. City Contract Requirements	19
A. Equal Benefits Ordinance	19
B. Minimum Compensation Ordinance (MCO)	19
C. Health Care Accountability Ordinance (HCAO)	19
D. Proposer’s Obligations Under The Campaign Reform Ordinance	20
E. Insurance Requirements	20
1. The Provider must maintain insurance as set forth below:	20
2. Coverage Requirements.	21
F. Business Tax Requirements	22
VI. Terms and Conditions for Receipt of Proposals	23
A. Errors and Omissions in RFP	23
B. Inquiries Regarding RFP	23
C. Objections to RFP Terms	23
D. Change Notices	24
E. Term of Proposal	24

<b>F. Revision of Proposal</b>	24
<b>G. Errors and Omissions in Proposal</b>	<b>Error! Bookmark not defined.</b>
<b>H. Financial Responsibility</b>	24
<b>I. Proposer’s Obligations under the Campaign Reform Ordinance</b>	24
<b>J. Sunshine Ordinance</b>	25
<b>K. Public Access to Meetings and Records</b>	25
<b>L. Reservations of Rights by the City</b>	26
<b>M. No Waiver</b>	26
<b>VII. Protest Procedures</b>	26
<b>A. Protest of Non-Responsiveness Determination</b>	26
<b>B. Protest of Contract Award</b>	27
<b>C. Delivery of Protests</b>	27

**Appendices:**

- A. Facility Floor Plans (“Premises”)
- B. Standard Forms
- C. Sample Agreement Contract

## I. Introduction and Schedule

### A. General

The City and County of San Francisco (the “City”) is seeking the services of a qualified professional Child Care Facility operator to manage and operate an on-site Child Care Facility (the “Facility”) at San Francisco City Hall located at 1 Dr. Carlton B. Goodlett Place in San Francisco, California. The City is seeking proposals for the services of a professional facility operator (the “Provider”) to manage and operate the Facility for an initial five years (“Contract Period”) with the possibility of negotiating a renewal of five years. The City’s goal is to provide a high quality, well-regarded child-care program to serve our employees in City Hall, others employed by the City and County of San Francisco, and the community, as space provides. Only proposers experienced in providing licensed child care services and operating a child care facility shall be eligible for consideration of an award to enter into a License Agreement with the City.

This Request for Proposals (“RFP”) describes the scope of services the City seeks from the selected Provider during the Contract Period, the City’s terms and conditions under which those services will be performed, and prescribes the form and content of responses to be submitted by interested respondents. The City intends to award a single contract to the highest-ranking respondent.

The Facility was leased by a previous provider. Alterations to meet current code or best practices may be possible subject to the historic preservation of the building. (see Floor Plan attached as Appendix A). Additional information relating to the RFP may be posted on the City’s Contract Monitoring Division’s (“CMD”) website <https://sfgov.org/cmd/> and the Real Estate Division of the City Administrator’s Office (“RED”) website <https://sfgov.org/realestate/> as needed after issuance of the RFP. Proposers should consult the websites regularly for updates.

### B. Schedule

The City has established the following dates for issuance, receipt and evaluation of proposals in addition to award of a License Agreement in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	August 22, 2023
Pre-Proposal conference and Site Tour	August 29, 2023
Deadline for submission of written questions or requests for clarification	September 1, 2023
Proposals due	September 4, 2023
Oral interview with firms selected for further consideration	TBD 2023

\*\* Failure by the Proposer to obtain compliance with City requirements and execute a License Agreement within sixty (60) days of the date of Real Estate Division's authorization to execute the License Agreement may result in the City executing a License Agreement with the next highest ranked Proposer.

### **C. Proposer's Pre-Submittal Conference and Site Tour**

A Provider Conference will be held on **August 29, 2023 at 9:30 a.m.**, at the Real Estate Division-City Hall Building Management, 1 Dr. Carlton B. Goodlett Place, room 008, San Francisco, California, to answer any questions regarding RFP #2023-05-17. The Conference and Site Tour may last approximately 1 hour and require walking throughout the building. Attendance is optional but all potential Providers are strongly encouraged to attend. Due to site restrictions during the Site Tour, each Proposing team may be limited to two persons attending the Site Tour.

The purpose of the Conference will be to clarify any questions that the prospective Providers may have regarding requirements prior to submission of proposals. All questions and answers shall be documented. Any questions that cannot be answered during the session may be subsequently answered in writing and included in the documentation to all vendors who have requested and received this RFP. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation.

The Real Estate Division-City Hall Building Management may prepare a summary of the questions and answers from the Providers' Conference and any other questions submitted in writing by **September 1, 2023, 5:00 p.m.** Questions will not be answered after this date. Please submit all questions in writing to:

**Rob Reiter, Project Director, Real Estate Division-City Hall Building Management, 1 Dr. Carlton B. Goodlett Place, Room 008, San Francisco, California 94102, or by email to [rob.reiter@sfgov.org](mailto:rob.reiter@sfgov.org).** Please identify the RFP as **RFP#2023-05-17- City Hall Child Care Facility**.

### **D. Contractors Unable to do Business with the City**

#### **1. Generally**

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

## **II. Scope of Work**

The selected Provider shall provide quality child care which may include, but is not limited to, the following:

### **A. Description of Facility and Operating Policies**

**1. Description of Center**

The Child Care Facility is located on the Ground Floor of City Hall, accessed via the McAllister entrance. The Facility is approximately 4,372 square feet of licensable program area and approximately 2,000 square feet of usable outdoor play area. The licensable area includes suite 068 – 3,350 sq.ft. and suite 080-1,022sq.ft. The Facility is configured with two separate rooms, for up to 20 preschoolers and 12 toddlers and 8 infants. (See Appendix A for detailed floor plan – “Premises”). In addition, there is space for a conference/staff workroom, director’s office, kitchen, laundry and storage. Also included in the floor plan is a reception area that includes stroller storage area. The outdoor play area is adjacent to the center at street-level.

**2. Program Capacity**

Subject to the State of California licensing requirements, we anticipate the Facility will be licensed for up to 40 children in two classrooms, with the following estimated capacity:

- Room 1: Preschool Children (3-5 years): 20
- Room 1: Toddlers (18-36 months) 12
- Room 2: Infants (0-18 months): 8

**3. Hours of Operation**

The proposed hours of operation for the Facility will be weekdays from 7:00 a.m. to 6:00 p.m., Monday through Friday.

The Center will be closed for all twelve (12) City of San Francisco observed holidays listed below:

New Year’s Day	January
Martin Luther King's Birthday	January
President's Day	February
Memorial Day	May
Juneteenth	June
Independence Day	July
Labor Day	September
Columbus Day	October
Veteran's Day	November
Thanksgiving Day	November
Day after Thanksgiving	November
Christmas Day	December

**4. Parking**

There is vehicle unloading dedicated for the Facility via the McAllister drive. Underground paid public parking (not reimbursable) may be available at the building on a first come, first served basis at the Civic Center garage.

## **B. Facility Expenses Covered by the City**

### **1. Base Rent**

The selected Provider will receive the Facility space for an initial five (5) year lease term for an annual amount of \$1.00 (the “Base Rent”). Base Rent will be inclusive of property taxes, property insurance and building systems and equipment maintenance, which shall be defined as elevators, heating, cooling, plumbing, electrical, weatherproofing, and structural systems; but shall exclude interior finishes (furniture, appliances, equipment, outdoor play equipment, computers, Wi-Fi access point, cardkey access devices inside the suite, security cameras, audio-visual equipment, and phones).

### **2. Utilities**

The City will provide and install all basic utility services to the Premises such as water, gas, and electric, but will not provide phone and data services. The selected Provider shall install, maintain, and pay for phone and data services.

Building Rules will be issued for the Building and the Provider's restrictions of energy and water consumption, such as no electric space heaters or heat lamps.

Provider must obtain pre-approval for electric or gas consuming equipment installed or used in the building.

### **3. Building Security**

Security for the building will be provided by the San Francisco Sheriff’s Office (“SHF”). Security cameras will be installed around the building perimeter including the entrance to the Facility but not in the Facility.

Entry to the Facility will be controlled by key access. Issuance of keys for access to the Facility will be limited to Facility staff.

Except by pre-arrangement, off-hour entry to the building and Facility will not be permitted.

## **C. Facility Costs Covered by Provider**

### **1. Tenant Improvements**

The Facility is located in space previously used as a Child Care Facility as detailed in the Floor Plan attached hereto as Appendix A. The Facility includes most interior finishes, and fixtures, including bathrooms, kitchen, and limited cabinetry. The details on Tenant Improvements will be reviewed during the Pre-Submittal Conference and Site Tour.

### **2. Base Rent**

The selected Provider will receive the Facility space for an initial five (5) year lease term for an annual amount of \$1.00 (the “Base Rent”). Base Rent will be inclusive of property taxes, property



insurance and building systems and equipment maintenance, which shall be defined as elevators, heating, cooling, plumbing, electrical, weatherproofing, and structural systems; but shall exclude interior finishes (furniture, appliances, equipment, outdoor play equipment, computers, Wi-Fi access point, cardkey access devices inside the suite, security cameras, audio-visual equipment, and phones).

### **3. Daily Maintenance, Utilities and Cleaning Services**

The Provider will be responsible for all costs associated with the basic maintenance and cleaning of the Facility (both indoor and the outdoor play area). The Provider will be responsible for all costs associated with the services to the Facility, including, communication services (phone and data), janitorial services, and exterior maintenance of designated outdoor play space.

### **4. Liability Insurance**

The Provider is responsible for carrying liability insurance as required by the California Department of Social Services Community Care Licensing Division and the City, whichever one is higher and/or more extensive (see Section V., H., Insurance Requirements).

### **5. Furniture**

The Provider will be responsible for all furnishings of the Facility including children's furniture (indoor and outdoor), storage furniture, office furniture, appliances, audio-visual equipment, area rugs, and security devices within the Facility.

### **6. Office Equipment and Operating Supplies**

The Provider will be responsible for providing all other equipment in the Facility not listed above as part of the basic Tenant Improvements, including office equipment such as copy machines, computers, telephones, and office supplies. The Provider will furnish all operating supplies, including toys and books.

#### **D. Provider Program Responsibilities**

It is anticipated that this Facility will serve approximately 40 children, including infants, toddlers and preschoolers (ages 0 months - 5 years old). In order to ensure the quality of children's daily experiences at the Facility and promote positive child outcomes,.

- The City seeks a Provider that can articulate a pedagogy that is:
  - (a) Reflective of the NAEYC's *Developmentally Appropriate Practices in Early Childhood Programs Serving Children from Birth through Age 8* and
  - (b) The philosophy and program policies of the *Program for Infant/Toddler Care*, as well as,

(c) Offer a comprehensive curriculum plan that integrates the California Department of Education's *Infant/Toddler Learning & Development Foundations/Curriculum Framework* and the *California Preschool Learning Foundations/Curriculum Framework*.

- The Facility will be inclusive of all learners and children with multiple abilities.
- The Provider shall maintain good standing with California Department of Social Services Community Care Licensing Division regulations, and have no outstanding citations at the time of application or license execution.
- The Provider shall be participating in the San Francisco Department of Early Childhood's *Early Learning Scholarship (ELS)* and/or *Preschool for All (PFA)* programs and participate in quality improvement activities through San Francisco's *Quality Connections (West Ed)*; contingent upon the continued availability of City support for ELS/PFA and *Quality Connections* participation.
- The Provider is solely responsible for the ongoing operation of the Facility and for funding the day-to-day operations of the Facility.

#### **E. Enrollment**

- The Facility will maintain an enrollment that ensures a minimum of 20% of children enrolled across the agency are from families considered low-income.
  - Low income is defined as a family earning at or below 110% of the Area Median Income for their family size. (For an agency that operates several ECE sites in San Francisco, this 20% low income requirement can be met agency-wide rather than just at City Hall.)
- Upon fulfillment of low-income enrollment requirement, then first priority will be to employees of the City and County of San Francisco working at the City Hall location.
- Second priority will be given to other employees of the City and County of San Francisco.
- Third priority to families who reside or work in the surrounding community (defined as those residing within 94102 and 94103 zip code areas).
- Fourth priority to all other respondents.

#### **F. Ongoing Operations**

The Provider will be responsible for the following:

- Provide the highest quality early childhood education based on criteria related to educational requirements for teaching staff, ongoing professional development, curriculum, family involvement, etc.

- Oversee day-to-day operations of the Facility.
- Operate the Facility in compliance with the California Department of Social Services Community Care Licensing Division regulations and respond to requests and/or concerns of any regulatory agency.
- Provide daily structured learning activities.
- Provide nutritional meals (breakfast and lunch) and snacks (there is no cooking on the premises but may have a warming oven to keep meals warm).
- Maintain a clean and hygienic Facility to ensure safe and sanitary conditions and to meet health and safety requirements of State licensing regulations.
- Supervision of Facility staff by Director or Assistant Director of the child care center during all hours of Facility operation.
- Maintain teacher-child ratios for proper supervision of children at all times.
  - Department of Early Childhood (DEC) requirements for Early Learning San Francisco programs:
    - 1:10 1 fully qualified teacher for 10 children 30 months -5 years old. Maximum class size is 8 children.
    - 1:6 1 fully qualified teacher for 6 toddlers 12-36 months old. Maximum class size is 12 children
    - 1:4 1 fully qualified individual for 4 infants Birth -15 months old. Maximum class size is 20 children.
- Provider shall ensure that all persons providing services under this Agreement, including subcontractors, successfully undergo a criminal background check using the California Department of Justice's LiveScan service or an equivalent finger print based review.
- Hire and maintain qualified staff (no waivers permitted for the hiring of persons with criminal record).
- Train and evaluate staff.
- Provide Facility staff with biannual CPR and first-aid training.
- Follow and participate in the City's and building's emergency preparedness plans.
- Implement fiscal cost controls to ensure cost-effectiveness while maintaining high quality Facility operations.
- Administer the enrollment process: applications for enrollment, wait list, orientation, and collection of all fees and tuition payments from the families.
- Collect, bill and deposit all fees from families.
- Provide annual operating cost budgets of the Facility to RED.
- Provide an audited annual report (or similar audited financial statement) that indicates the organization's annual revenues and expenses relating to the

operation of the Facility. The Provider will not be reimbursed for the cost of the audited annual report.

- Submit the following annual reports:
  - enrollment for the Facility as a whole and by each room
  - anticipated transitions from one room to the next
  - waiting list totals
  - maintenance problems
  - classroom highlights
  - special events and visits
  - problems and concerns
- Oversee the assessment of children’s development and the development of the program in each room and the Facility as a whole.

#### **G. Evaluation of Provider’s Performance**

The Provider will allow its program to be evaluated by the San Francisco Department of Early Childhood (“DEC”) using agreed-upon measures to determine the program's effectiveness. The DEC reserves the right to have evaluators, using agreed-upon measures, review and evaluate the Providers program to determine whether quality standards are being met.

#### **H. Termination of License Agreement**

Either party will have the right to terminate the License Agreement with a minimum of 120 days written notice (see Appendix C).

### **III. Submission Requirements**

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

Proposals must be received by **4:00 p.m.**, on **September 4, 2023**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and or mailed to:

**Attn: Rob Reiter**  
Real Estate Division-City Hall Building Management  
1 Dr. Carlton B. Goodlett Place, Room 008  
San Francisco, California 94102  
RE: **RFP#2023-05-17– City Hall Child Care Facility**

#### **B. Format**

In order to ensure uniformity and ease of comparison and to make sure your proposal is evaluated in the best possible manner, the following format for your response is required. Submissions in reply to this RFP must be in the form of a “Proposal” containing the response and all required supporting information and documents. The submittal should be prepared simply, providing delineation of

your organization's capabilities to satisfy the requirements of this RFP. No enclosures will be accepted except those requested. Anything additional will be discarded and not considered. Elaborate bindings, colored displays and promotional materials are unnecessary. Emphasis should be on organization, completeness and clarity.

Respondents must submit an original Proposal, four (4) complete copies (five total), **and** a digital copy (via email or on a zip drive) of the entire Proposal. All responses must include the following information in the following sequence:

- Cover Letter
  - One-page cover letter that includes the title, address, and telephone number of the person(s) who will be authorized to represent the Proposer and signed by an owner or officer of the proposing agency who has the authority to bind the Proposer to all commitments made in the Proposal.
- Section (1) Written Proposal (see required subsections below)
- Section (2) Cost Proposal (see required subsections below)

**C. Conditional of Submission**

1. The response package (proposal) may not be altered in any way after the Submission (Proposal) Deadline/Due Date.
2. Respondent agrees that submission of a proposal, properly completed and signed by an owner or office of the proposing firm, who is duty authorized to bind the Respondent, constitutes, an agreement to accept all conditions, provisions, requirements, and specifications contained in this RFP. If a proposal involves a joint venture, all parties to the joint venture must sign the package. Submission of Proposals that include rates signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.
3. The proposal shall be binding for no less than one hundred twenty (120) days.
4. The Respondent must comply with City and County ordinances and contracting requirements. For more detailed information, see the Office of Contract Administration website at <https://sfgov.org/oca/qualify-do-business>. The contract requirements include general liability, errors and omissions, and auto insurance, compliance with the equal benefits ordinance, Contract Monitoring Division (CMD) requirements and possession of a current San Francisco business tax certificate.
5. Respondent agrees that all costs incurred in developing a response package are the Respondent's sole responsibility and at the Respondent's cost.

**D. Written Proposal (50 points total)**

**1. Statement of Philosophy and Mission Statement (one page maximum)**

Provide a brief statement about your organization that shares background information, program philosophy and mission, including the most important goals of an early care and education early learning program as it relates to each age range; detail the salient features of your organization and the conclusions as to the reasons why your organization is most qualified and should be selected.

**2. Children’s Programming (two pages maximum)**

- a. Describe your overall curriculum philosophy and approach. If a particular curriculum model is subscribed to, name it. Develop separate typical activity/daily routines and rationale for each age range. Describe what processes, procedures and tools will be used to ensure high quality child care and early learning programming and environments. Explain how your organization’s program for young children will facilitate strategic planning and program evaluations in areas of quality curriculum, and assessments in support of learning objectives for children.
- b. Describe your organization’s record in providing program services that address the cultural and linguistic needs of children and their families (beyond translation of materials). This includes the capacity to tailor services to diverse types of families, including BIPOC and LGBTQ+ families.

**3. Qualifications and Experience of Teaching Staff and Lead Staff**

Detail the educational attainment level and relevant experience of all teaching staff, and provide a resume of each staff member. Detail the educational attainment level and relevant experience of all lead staff that would be the Center administration, and provide a resume of each staff member. If staff has yet to be hired, include detailed job descriptions with salary range, requirements and recruitment strategies to ensure the appropriate hire. Describe how you train staff and what your annual budget is for staff training. Describe what incentives you provide, if any, to encourage your staff to seek outside training, certification, education or college degrees.

**4. Program Operation & Staff Patterning**

Proposer should detail the schedule of operation and the proposed staffing pattern which reflect all parts of the day to ensure adequate coverage will be maintained (including adult-child ratios and group sizes) in the classrooms.

**5. Scope of Services**

Explain how your organization’s program for young children will facilitate strategic planning and program evaluations in areas of quality curriculum, assessments in support of learning objectives for children, screening and identification of children with special needs, risk management, and meeting health and safety standards. Describe what processes, procedures and tools will be used to ensure high quality child care and early learning programming and environments.

Contractor shall ensure that all persons providing services under this Agreement, including subcontractors, successfully undergo a criminal background check using the California Department of Justice's LiveScan service or an equivalent finger print based review. Provide a copy of the Parent Handbook and the Staff Handbook.

**6. Food and Nutrition**

Describe the proposed food and nutrition services to be provided (no on-site cooking permitted).

**7. Partnerships**

Describe your organization's plans to work with the City to ensure a strong connection, communication and partnership is formed between stake holders. Describe your organization's plans to generate family support and involvement in your program. Explain how your organization works with shared governance as it relates to staff, children and parents.

**8. Enrollment Administration and Fundraising**

Proposers should also describe their strategy for managing enrollment priorities. Describe your organization's methodology for determining tuition and scholarships, including the processes, procedures and tools used to ensure the fees charged are in keeping with the economy and a family's ability to pay. Describe your proposed strategy and metrics to ensure the enrollment priorities will be met. Describe how you will administer a waiting list.

**9. Facility/Operations**

Describe any experience your organization has had with build-out and start-up of a high-quality early care and education early learning program(s). Provide a timeline for start-up of the Facility, assuming you are selected as the Service Provider.

**10. References**

Provide a minimum of three (3) company references, including name, address, e-mail address, and telephone number of persons/agencies that can attest to your organization's performance as it relates to high quality child care. As part of the Proposal submission, Proposers must sign a waiver for Release of Liability (See Appendix C). The City will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by City staff. The City may, at its discretion, contact any number of individuals, entities or firms provided in the references.

**11. Annual Report [Required for submission but will not be Scored.]**

Provide annual reports (or similar audited documents) that indicate your organization's revenues and expenses for the past three (3) years relating to operating child care services.

**E. Cost Proposal (25 points total)**

Proposers will also be scored based on their proposed Cost Proposal. The data provided in the Cost Proposal may be rejected and excluded from the score tabulation (e.g., score of zero for the Cost

Proposal evaluation) if it is found to be materially inconsistent with any of the information provided in Section 1 – Written Proposal. For example, staff proposed in the Written Proposal must be consistent with staff members listed in the Cost Proposal.

The Cost Proposal shall identify costs and projected incomes with necessary explanations/detail (including a Budget Narrative).

The Cost Proposal must include the following four (4) components:

**1. Maximizing Economy and Operational Effectiveness**

Describe your organization’s methodology for providing access to high quality early care and education services that minimizes cost and maximizes economy and operational effectiveness, include information on your organization’s budget planning and account services.

**2. Operation Budget**

Provide a detailed operational budget, with narratives as needed, that includes the following:

- Salaries - identify all employees’ salary costs and benefits.
- Administrative Costs - identify administrative costs, insurance, professional development, substitutes, food costs, marketing expenses, and any other expenses predicted for the operation of the Center.
- Income - identify all income, including other sources of income predicted as revenue (e.g., food subsidies, fundraising, etc.).

**3. Development Costs**

Provide a ten-year pro forma that includes all sources of revenues, projected development costs, including soft tenant improvement costs and all operating costs, and financing to fund the development costs. Your agency may be eligible to apply for various sources of funding and grants to support the build out of the City Hall Child Care facility.

**4. Tuition/Fee Proposal**

- For fee paying families, provide a proposed tuition/fee schedule that covers all aspects of the program/services (infants, toddlers, preschool, part-time, full-time, sick-care, etc.).
- Identify the cost per week for each category of user and any additional costs to users beyond tuition. Specify the services which are included in the tuition (e.g., food, special classes).
- Specify the number of hours of care per day the tuition fee reflects.
- Indicate, if any, what charges will be for additional hours.
- Provide information on your scholarship, financial aid, or any other type of assistance provided to families, including policies and procedures and application for tuition assistance.

**5. Certification of Headquarters in Accordance with Administrative Code Chapters 12X.**

Proposals should contain the following statement:



“I certify that my company is headquartered at the following address \_\_\_\_\_. I will notify the City if my company's headquarters moves.”

## IV. Evaluation and Selection Criteria

### A. Minimum Qualifications

The respondent must meet the following minimum qualifications:

1. Proposers must have at least three (3) years' experience operating and providing licensed early care and education services with an ECE facility similar in size and scope as described in this RFP.
2. To meet the minimum qualification requirements, Proposers must provide annual reports (or similar audited documents) that indicate your organization's revenues and expenses for the past three (3) years relating to operating child care services and if you are a nonprofit organization, provide proof of your tax-exempt status. Failure to submit such documentation may render the proposal non-responsive and thus ineligible for consideration.
3. Proposers must demonstrate relevant expertise to successfully provide the required services and positions needed to deliver the highest quality early care and education for the project.
4. Proposer must demonstrate the ability to manage its staff members, the ECE facility and, to successfully perform all of the required operating services as described above.
5. The Director or Site Supervisor must meet these minimum qualifications:
  - B.A. in Child Development, with M.A. preferred;
  - **Minimum of three (3) years of experience as a Family Child Care owner, center site supervisor or coordinator in similar capacity;**
  - Have experience serving **infants and toddlers;** and
  - Experience running a mid-sized (40 or more) ECE facility **preferred.**

Additional Evaluation Requirements:

1. Organization or collaborative organizations demonstrate fiscal feasibility and accountability.
2. Ability to contract for basic exterior maintenance and custodial services.
3. Proposal demonstrates Proposer's understanding of RFP requirements and is able to meet the requirements in a clear, concise and logical manner.
4. Demonstrates ability to apply for and secure funds from **DEC** and MOHCD for the tenant improvement build out of the child care space.

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsive.

**B. Selection Panel**

Prior to submitting proposals to the Selection Panel for review, City staff will conduct an initial responsiveness review of each proposal. Proposals will be reviewed for completeness and satisfaction of minimum qualifications, format requirements, verifiable references, and responsiveness to the RFP requirements.

Proposals determined to be non-responsive during initial screening will be rejected and will not be considered in the evaluation process described below.

The Selection Panel will be comprised of three or more individuals who are knowledgeable on the subject matter, and may include staff from RED, DPW, other City agencies such as DEC, and/or other organizations including key stakeholders in San Francisco’s early care and education field. The Selection Panel will score each of the Written Proposals pursuant to the criteria established in Section VI., D., Evaluation Criteria, below.

Proposers will be scored and ranked starting with the Proposer receiving the highest score, and then continuing with the Proposer receiving the second highest score, and so on. Only the top three (3) ranked Proposers are eligible to be short-listed to continue on with Oral Interviews.

**1. Evaluation Criteria for Written Proposal**

The Selection Panel will evaluate the Proposals based upon the following criteria:

<p style="text-align: center;"><b>Section I. Written Proposals – 50 points</b></p>
<p>A. Philosophy and Mission Statement</p> <p>B. Programming Curriculum</p> <p>C. Staffing Qualifications</p> <p>D. Program Operations</p> <p>E. Scope of Services</p> <p>F. Food and Nutrition</p> <p>G. Partnerships</p> <p>H. Enrollment Administration and Fundraising</p> <p>I. Facility Startup</p> <p>J. References</p>

K. Annual Report
<b>Section II. Cost Proposal - Total 25 points</b>
A. Operational Effectiveness
B. Operational Budget
C. Development Costs
D. Tuition/Fee Proposal

**2. Oral Interviews and Optional Site Visits**

The Selection Panel will hold Oral Interviews and Optional Site Visits with each of the short-listed Proposers. Interviews will be held on the date presented in Section II, A., “Timeline.” However, the City reserves the sole right to revise such dates or to not hold any oral interviews.

The City reserves the right to conduct a Site Visit of each Proposer’s ECE centers. If site visits are exercised, the City will provide Proposers with advance notice of the schedule and evaluation criteria.

The City will send a letter to all short-listed Proposers regarding the format of the interview and site visit with the scoring criteria to be evaluated. The interview will consist of standard questions from the Selection Panel, and may include follow-up questions if clarification of Proposer’s response is necessary. The same set of interview questions will be used for all Proposers. Note that the oral interview questions may differ from the Written Proposal evaluation criteria.

**3. Evaluation Criteria for Oral Interviews and Optional Site Visit**

The Selection Panel will then evaluate each Proposer based on each Proposer’s interview responses and criteria set for the Optional Site Visits. This score will then be tabulated and combined with the Proposers Written/Cost Proposal scores.

**4. Scores**

The scores from the Written and Cost Proposal, the Oral Interview, and Optional Site Visit, if applicable, will be combined and tabulated using the following overall scoring breakdown:

Written/Cost Proposal	75 points (available)
<u>Oral Interview and Site Visit</u>	<u>25 points (available)</u>
Total	100 points

The short-listed Proposers will be ranked starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of a License Agreement.

## **V. City Contract Requirements**

We note the following general City contract requirements for information purposes:

### **A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages

### **B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

### **C. Equal Benefits Ordinance**

The City and County of San Francisco, in its effort to provide equality of opportunity and equality of benefits, requires that all entities receiving public monies comply with Sections 12B and 12C of the Administrative Code, relative to provision of equal benefits to registered domestic partners. Additional information regarding the Equal Benefits Ordinance is available by calling Lupe Arreola, The CMD Contract Compliance Officer at (415) 581-2306.

### **D. Minimum Compensation Ordinance (MCO)**

The successful firm will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires Respondents to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. Additional information regarding the MCO is available on the web at <https://sfgov.org/olse/minimum-compensation-ordinance-mco>.

### **E. Health Care Accountability Ordinance (HCAO)**

The successful firm will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Respondents should consult the same website as above to

determine their compliance obligations under this chapter. Information is available at [https://sfgov.org/oca/sites/default/files/HCAO\\_Declaration\\_10\\_1\\_18.pdf](https://sfgov.org/oca/sites/default/files/HCAO_Declaration_10_1_18.pdf).

#### **F. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

#### **G. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including 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. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

#### **H. Insurance Requirements**

Upon award of a contract, the proposer shall furnish to the City a Certificate of Insurance stating that there is insurance presently in effect for Provider with limits as described in the contract and as set forth below.

##### **1. The Provider must maintain insurance as set forth below:**

- a. Insurance companies must be acceptable to the State of California and shall be affected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by City.
- b. The City may be required to reassess insurance requirements during the term of the Agreement and may increase its insurance requirements accordingly.

- c. Coverage must be in-force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the at least ten days prior to the expiration of this insurance.
- d. Insurance policies shall contain a provision that states that coverage will not be canceled without thirty days prior written notice to RED.
- e. Provider is responsible for any deductible or self-insured retention contained within the insurance program.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the City.
- g. The City shall not be liable for payment of any premiums or assessments on the required insurance coverage.
- h. All liability insurance policies shall be endorsed to provide the following: Name the City and County of San Francisco, its officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.
- i. All policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability.
- j. All policies shall be endorsed to provide thirty (30) days' advance written notice to City of cancellation or intended non-renewal, mailed to the address(es) for City set forth in the Basic License Information.
- k. Should any of the required insurance be provided under a claims-made form, the Provider shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of five (5) years beyond the expiration or termination of the Agreement/License, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.
- l. 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 aggregate limit shall be double the occurrence or claims limits specified below.

## 2. Coverage Requirements.

The Provider must maintain the following coverages:

- a. **Property Insurance.** Property Insurance coverage, on an all-risk form, or an equivalent form acceptable to City, for one hundred percent (100%) of the full insurable value of the furniture, trade fixtures, office equipment and other personal property used by Provider in the Premises and any permitted Alterations. Such insurance shall include Provider and City as named insureds as their respective interests may appear. "Full insurable value" shall mean the actual replacement cost of any personal property and permitted Alterations but without deduction for physical depreciation. It shall be determined at inception and each renewal by an insurer selected and paid by Provider and reasonably acceptable to City; provided, however, that City shall have the right, at any time, to ascertain the full insurable value at its own expense, except that in the event such full insurance value exceeds the value of the then

existing amount of insurance coverage procured by Provider. Provider shall pay the expense of determining the full insurable value.

- b. **Commercial General Liability Insurance.** Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, broad-form property damage, independent contractors, personal injury, and premises and operations liability. The policy shall include an endorsement for physical abuse and sexual molestation coverage with limits of not less than each occurrence Two Million Dollars (\$2,000,000). As well the policy shall provide for fire legal liability in which the insurer will pay those sums that the named insured becomes legally obligated to pay as damages because of direct physical loss to covered property caused by accident and arising out of any covered cause of loss.
- c. **Business Automobile Liability.** Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles as applicable, if Provider uses or causes to be used any vehicles in connection with its use of the Premises.
- d. **Workers' Compensation Insurance.** Worker's Compensation Insurance, including employer's liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness. The Workers' Compensation policy shall be endorsed with a Waiver of Subrogation in favor of the City for all work performed by the Provider, its employees, agents and any subcontractors.
- e. **Custodial.** The Provider will also ensure that any janitorial service retained by Provider to clean the Premises will provide all necessary insurance including Commercial General Liability Insurance and Workers' Compensation Insurance with a Waiver of Subrogation in favor of the City and will name the City and County of San Francisco, Real Estate Division, and their officers, agents and employees as additional insureds, as their respective interests may appear hereunder.
- f. **Other Insurance.** Upon City's request, the Provider and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant for risks comparable to those associated with the Premises, then Tenant shall, at City's request, increase the amounts and/or types of coverage carried by Tenant to conform to such general commercial practice.

## **I. Business Tax Requirements**

In order to contract with any business, the City must have on file a Business Tax Declaration (form P-25), and if you have a legal presence in San Francisco (which is indicated by completing the P-25), a current Business Tax Registration Certificate. Agreements will not be awarded to the

selected Provider unless business tax registration fees are paid in full by the time the Agreement/License is signed.

Form P-25 can be accessed at: <https://sfgov.org/oca/sites/default/files/FileCenter/Documents/816-P25-BusTax6-09.pdf>.

If you already have a San Francisco Business Tax Registration Certificate, please indicate the certificate number in your transmittal letter, in addition to your taxpayer ID. If you are required to have a certificate but have not registered, please do so as soon as possible. You may obtain your application form and information on the correct fee by accessing internet address <http://sfgov.org/tax> and then clicking on forms center, then on forms for businesses and then choosing the application and instructions for your type of company (sole proprietor or partnership/corporation). The Business Tax Declaration forms are available on the Office of Contract Administration website at <https://sfgov.org/oca/>. If you have any questions regarding these forms or the requirements, please contact the Tax Collector's Office at 415/554-6718 or Taxpayer Assistance at 415/554-4400.

## **VI. 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. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

**Rob Reiter, Project Director**  
**Real Estate Division-City Hall Building Management, 1 Dr. Carlton B. Goodlett Place**  
**room 008, San Francisco, California 94102**  
**RE: RFP #2023-05-17, City Hall Child Care Facility**

### **C. 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 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.



**D. Change Notices**

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

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

**G. 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.

**H. 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 states:

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, or (2) three months have elapsed from the

date the contract 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 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:

- the officer's re-election campaign
- a candidate for that officer's office
- 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, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract 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; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, 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:

**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.

**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.

**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.

## **I. 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.

## **J. 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 Agreement reached on the basis of the proposal.

#### **K. 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:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- 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;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

#### **L. 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.

## **VII. Protest Procedures**

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

Within five working days of the City's issuance of a notice of non-responsiveness, any firm 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. Such notice of protest must be received by the City on or before the fifth 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.

**B. Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The 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.

**C. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm 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. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The 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.

**D. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. 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) will not be considered. Protests must be delivered to:

**Rob Reiter  
Project Director  
Real Estate Division-City Hall Building Management  
1 Dr. Carlton B. Goodlett Place, room 008**

RFP #2023-05-17

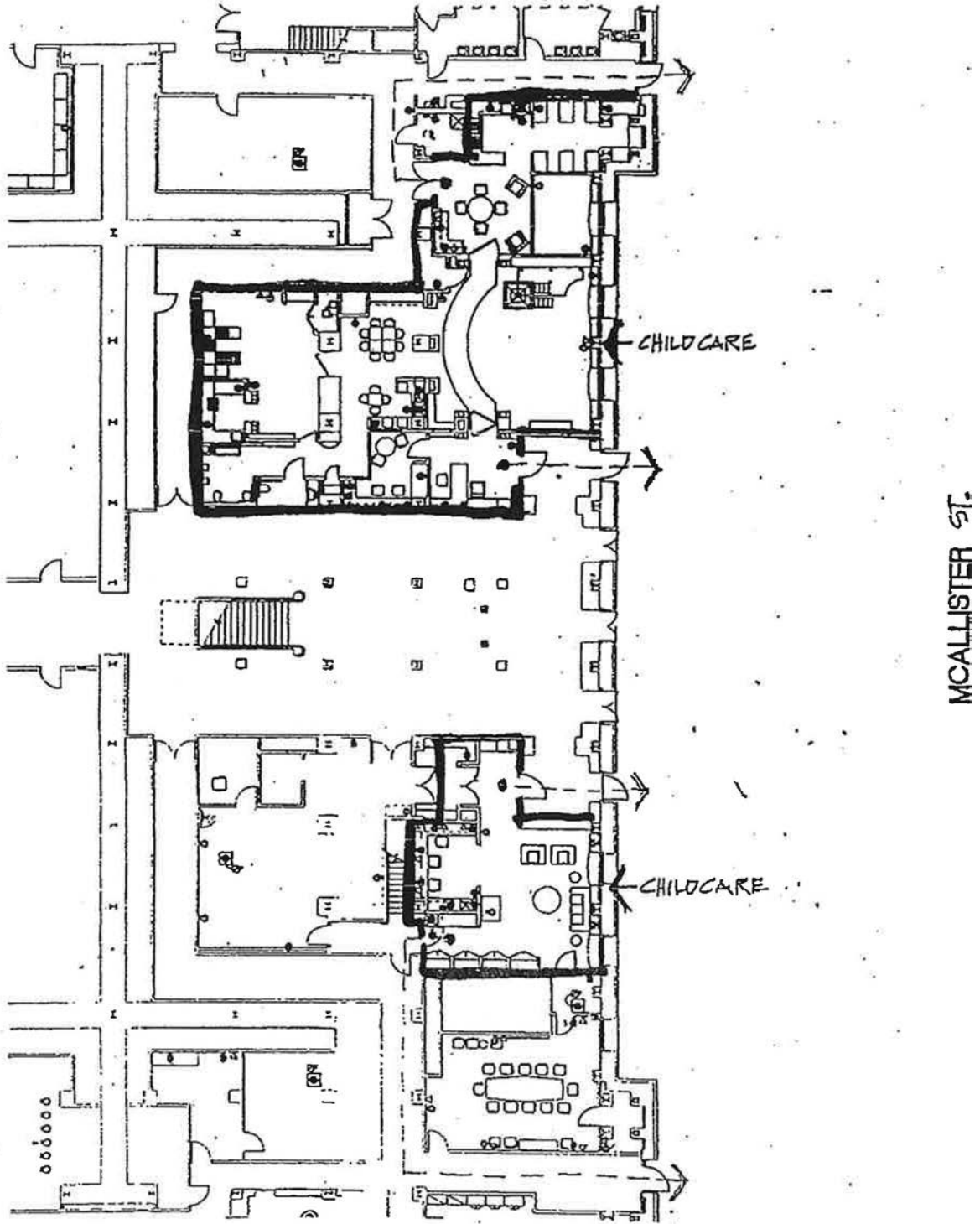
**San Francisco, California 94102**

**Email: [Rob Reiter@sfgov.org](mailto:Rob.Reiter@sfgov.org).**

**RE: RFP#2023-05-17– City Hall Child Care Facility**

### Appendix A

### Center Floor Plans ("Premises")

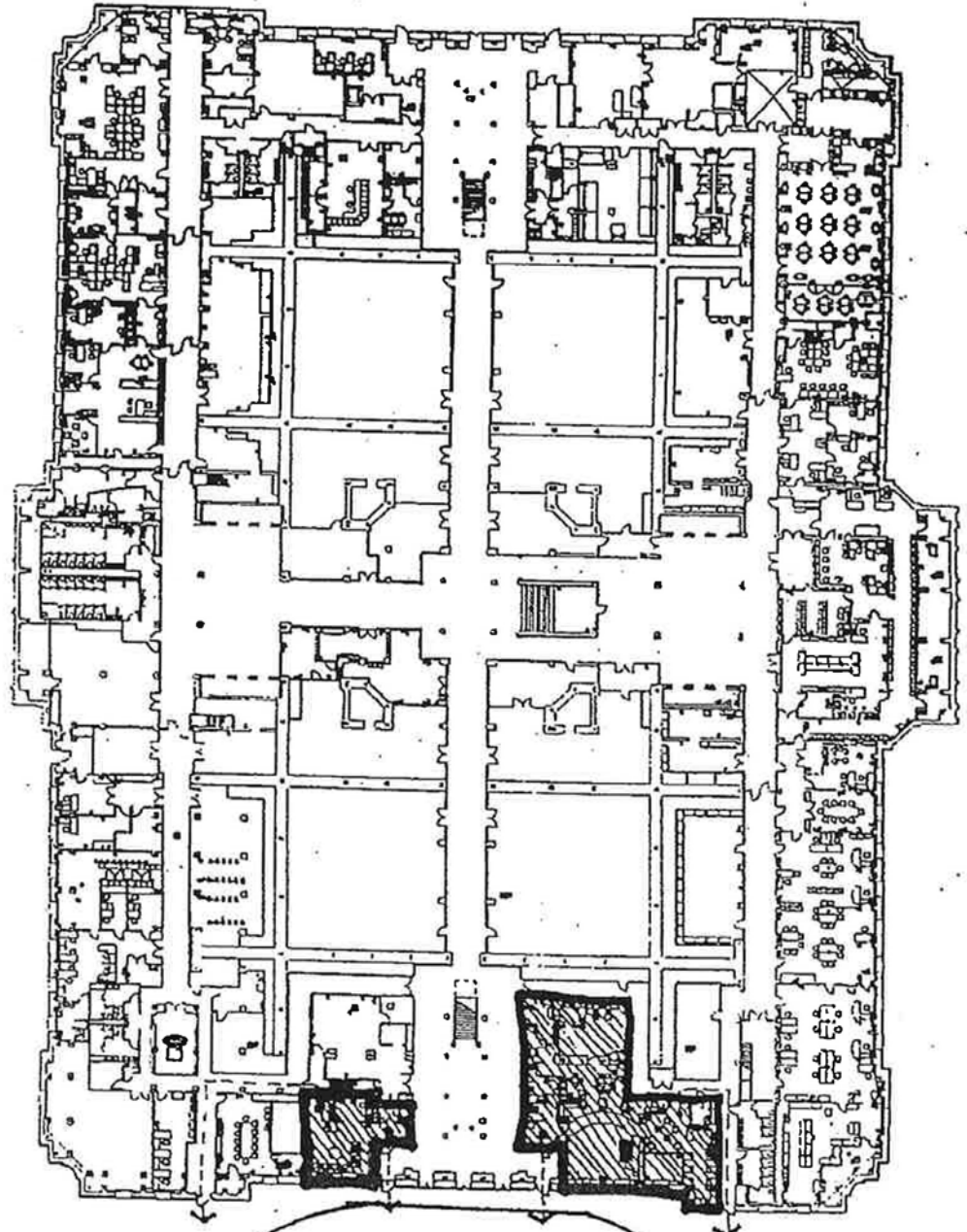


**EXHIBIT A** (Page One of Two Pages)  
**GROVE**

SAN FRANCISCO CITY HALL

DR. CARLTON B. GOODLETT PLACE

VAN NESS



CITY HALL CHILD CARE CENT

Play Area  
MCallister St.





## Appendix B

### Standard Forms

**A. How to become Eligible to Do Business with the City:**

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

**B. Mandatory Forms:**

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/> :

[Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)  
[CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)

[CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

**C. Vendor Eligibility and Invoice Payment:**



Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/> .

**D. Vendor Eligibility Forms:**

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits</a> <i>with supporting documentation</i> (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

	Administrator’s <b>Contract Monitoring Division Equal Benefits</b> web page.	
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**E. Supplemental Forms:**

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

**Appendix C**  
**Sample Agreement Contract**

**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]  
[Insert agreement number (if applicable)]

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco (“City), State of California, by and between [name and address of Contractor] (“Contractor”) and City.

**VIII. Recitals**

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through [specify the procurement vehicle such as RFP or RFQ and date issued] a Request for Proposal (“RFP”) issued on [insert date], in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement is [insert LBE subcontracting percentage number] % OR delete preceding whereas clause and insert whereas clause below:

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action];

Now, THEREFORE, the parties agree as follows:

**IX. Article 1 Definitions**

The following definitions apply to this Agreement:

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

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

of department].”

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means [insert name and address of contractor].

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

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

**X. Article 2 Term of the Agreement**

**A.** 2.1 The term of this Agreement shall commence on the later of: (i) [insert Contractor's start date]; or (ii) the Effective Date and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

**B.** 2.2 The City has [number of options] options to renew the Agreement for a period of [one year or other time span] each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

**XI. Article 3 Financial Matters**

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

this Agreement.

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

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

3.3 Compensation

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the [insert title of department head], in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed [insert dollar amount]. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until [insert name of department] approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **LBE Payment and Utilization Tracking System.** Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE

subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at [www.sfgov.org/lbeuts](http://www.sfgov.org/lbeuts).

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

**A. 3.3.7 Grant Funded Contracts.**

(a) Disallowance. If Contractor requests or receives payment from City for Services, 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 between Contractor and City.

(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix [choose C/D/E etc.], "Grant Terms." To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

**3.4 Audit and Inspection of Records. Contractor agrees to maintain and make**

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

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; 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

### **3.6 Payment of Prevailing Wages**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

**3.6.3 Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as



fixed and determined by the Board of Supervisors for such labor or services

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) ) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other

labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

## **XII. Article 4 Services and Resources**

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

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

### **4.3 Subcontracting.**

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

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

[Insert names of desired approved subcontractors here.]

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

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or

distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to 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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at

the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services 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. Contractor agrees that the sum of [insert whole dollar amount] per calendar 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 Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.8 Bonding Requirements. The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than [insert bonding level] of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

### **XIII. Article 5 Insurance and Indemnity**

#### 5.1 Insurance.

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

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) 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.
- (d) 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 the Services.
- (e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
  - (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- (f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 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.

5.1.5 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.

5.1.6 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.

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

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

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

5.1.10 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

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

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

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

5.3 Indemnification For Design Professionals. 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").

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

5.3.2 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, work or deliverables supplied in the performance of Services. 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.

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

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

CONNECTION WITH THIS AGREEMENT.

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

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

**XV. Article 7 Payments of Taxes**

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

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

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

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

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

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

**XVI. Article 8 Termination of Default**

8.1 Termination for Convenience

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.3.

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of

Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed

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

### **XVII. Article 9 Rights in Deliverables**

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

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

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

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

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

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

Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements.

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

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

10.6 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.7 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

10.9 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

10.10 Limitations on Contributions. By executing 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 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.11 Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

10.12 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.13 Consideration of Criminal History in Hiring and Employment Decisions.

10.13.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement

as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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

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

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

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

**XIX. Article 11     General Provisions**

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

To City: [insert name or title of department contact person, name of department, mailing address, and e-mail address]

To Contractor: [insert name of contractor, mailing address, and e-mail address]

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

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

11.3 Reserved.

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

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. [If the contract amount is \$50,000 or more then add the following sentence:] Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution



process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

11.6.3 Health and Human Service Contract Dispute Resolution Procedure. The Parties shall resolve disputes that have not been resolved administratively by other departmental remedies in accordance with the Dispute Resolution Procedure set forth in Appendix [C/D/E - insert the appendix letter] incorporated herein by this reference.

G. 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.

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

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

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

K. 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.

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

M. Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the

Contractor's proposal.

N. Order of Precedence. Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**XX. Article 12 Department Specific Terms**

K. Reserved.

**XXI. Article 13 Data Security**

A. Nondisclosure of Private, Proprietary or Confidential Information.

13.A.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.A.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

B. Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.B.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.B.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.B.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.B.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.B.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

13.B.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a

City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.B.7 Business Associate Agreement. With respect to information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), a Business Associate Agreement (“BAA”) is attached as Appendix [Letter C/D/E etc.].

**XXII. Article 14 MacBride and Signature**

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

➔ [SIGNATURE ON FOLLOWING PAGE]

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]

\_\_\_\_\_  
[Name of authorized representative]  
[Title]  
[optional: address]  
[optional: city, state, ZIP]  
  
City Vendor Number: [vendor number]

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
[Name of Deputy City Attorney]  
Deputy City Attorney

Approved:

\_\_\_\_\_  
[Name]  
Director of the Office of Contract Administration and Purchaser

**XXIII. Appendices:**

- A. Scope of Services
- B. Center Floor Plans (Premises) – separate document

**XXIV. Appendix A**

**Scope of Work**

The selected Provider shall provide quality Child Care which may include, but is not limited to, the following:

**A. Description of Facility and Operating Policies**

**1. Description of Facility**

The site will include an on-site early care and education center located on the ground floor of the building on the north side. The Facility will have 4,4372 square feet of licensable program area and approximately 2,000 square feet of usable outdoor play area. The Facility is configured to have two classrooms. (See Appendix A for detailed floor plan – “Premises”). In addition, there is space for a conference/staff workroom, director’s office, kitchen, laundry and storage. Also included in the floor plan is a reception area that includes stroller storage area. The outdoor play area is located on the exterior grounds of the premises.

**2. Program Capacity**

Subject to the State of California licensing requirements, we anticipate the Facility will be licensed for up to 40 children in two classrooms, with the following estimated capacity:

- Room 1: Preschoolers (30 months-5 years): 20
- Room 1: Toddlers (12-36 months): 12
- Room 2: Infants (Birth - 12 months): 8

**3. Hours of Operation**

The hours of operation for the Facility will be weekdays from 7:00 a.m. to 6:00 p.m., Monday through Friday.

The Facility will be closed for all twelve (12) City of San Francisco observed holidays listed below:

New Year’s Day	January
Martin Luther King’s Birthday	January
President’s Day	February
Memorial Day	May
Juneteenth	June
Independence Day	July
Labor Day	September
Columbus Day	October
Veteran’s Day	November
Thanksgiving Day	November
Day after Thanksgiving	November
Christmas Day	December

**4. Parking**

5. There is vehicle unloading dedicated for the Facility via the McAllister drive. Underground paid public parking (not reimbursable) may be available at the building on a first come, first served basis at the Civic Center garage.

**B. Facility Expenses Covered by the City**

**1. Tenant Improvements**

1. Base Rent

The selected Provider will receive the Facility space for an initial five (5) year lease term for an annual amount of \$1.00 (the “Base Rent”). Base Rent will be inclusive of property taxes, property insurance and building systems and equipment maintenance, which shall be defined as elevators, heating, cooling, plumbing, electrical, weatherproofing, and structural systems; but shall exclude interior finishes (furniture, appliances, equipment, outdoor play equipment, computers, Wi-Fi access point, cardkey access devices inside the suite, security cameras, audio-visual equipment, and phones).

**2. Utilities**

The City will provide and install all basic utility services to the Premises such as water, gas, and electric, but will not provide phone and data services. The selected Provider shall install, maintain, and pay for phone and data services.

Building Rules will be issued for the Building and the Provider's restrictions of energy and water consumption, such as no electric space heaters or heat lamps.

Provider must obtain pre-approval for electric or gas consuming equipment installed or used in the building.

**3. Building Security**

Security for the building will be provided by the San Francisco Sheriff’s Office (“SHF”). Security cameras will be installed around the building perimeter including the entrance to the Facility but not in the Facility.

Entry to the Facility will be controlled by key access. Issuance of keys for access to the Facility will be limited to Facility staff.

Except by pre-arrangement, off-hour entry to the building and Facility will not be permitted.

4. Tenant Improvements

The Facility is located in space previously used as a Child Care Facility as detailed in the Floor Plan attached hereto as Appendix A. The Facility includes most interior finishes, and fixtures, including bathrooms, kitchen, and limited cabinetry. The details on Tenant Improvements will be reviewed during the Pre-Submittal Conference and Site Tour.

5. Base Rent

The selected Provider will receive the Facility space for an initial five (5) year lease term for an annual amount of \$1.00 (the “Base Rent”). Base Rent will be inclusive of property taxes, property insurance and building systems and equipment maintenance, which shall be defined as elevators, heating, cooling, plumbing, electrical, weatherproofing, and structural systems; but shall exclude interior finishes (furniture, appliances, equipment, outdoor play equipment, computers, Wi-Fi access point, cardkey access devices inside the suite, security cameras, audio-visual equipment, and phones).

## **6. Daily Maintenance, Utilities and Cleaning Services**

The Provider will be responsible for all costs associated with the basic maintenance and cleaning of the Facility (both indoor and the outdoor play area). The Provider will be responsible for all costs associated with the services to the Facility, including, communication services (phone and data), janitorial services, and exterior maintenance of designated outdoor play space.

## **7. Liability Insurance**

The Provider is responsible for carrying liability insurance as required by the California Department of Social Services Community Care Licensing Division and the City, whichever one is higher and/or more extensive (see Section V., H., Insurance Requirements).

## **8. Furniture**

The Provider will be responsible for all furnishings of the Facility including children's furniture (indoor and outdoor), storage furniture, office furniture, appliances, audio-visual equipment, area rugs, and security devices within the Facility.

## **9. Office Equipment and Operating Supplies**

The Provider will be responsible for providing all other equipment in the Facility not listed above as part of the basic Tenant Improvements, including office equipment such as copy machines, computers, telephones, and office supplies. The Provider will furnish all operating supplies, including toys and books.

## **C. Provider Program Responsibilities**

It is anticipated that this Facility will serve approximately 40 children, including toddlers and preschoolers (ages 18 months - 5 years old). In order to ensure the quality of children's daily experiences at the Center and promote positive child outcomes, the Provider should use the National Association of the Education of Young Children's (NAEYC) Early Childhood Program Standards and Accreditation Criteria related to educational requirements for teaching staff, ongoing professional development, curriculum, family involvement, etc., for this solicitation.

- The City seeks a Provider that can articulate a pedagogy that is:
  - (a) Reflective of the NAEYC's Developmentally Appropriate Practices in Early Childhood Programs Serving Children from Birth through Age 8 and
  - (b) The philosophy and program policies of the Program for Infant/Toddler Care, as well as,
  - (c) Offer a comprehensive curriculum plan that integrates the California Department of Education's Infant/Toddler Learning & Development



Foundations/Curriculum Framework and the California Preschool Learning Foundations/Curriculum Framework.

- The Facility will be inclusive of all learners and children with multiple abilities.
- The Provider shall maintain good standing with California Department of Social Services Community Care Licensing Division regulations, and have no outstanding citations at the time of application.
- The Provider shall be participating in the San Francisco Office of Early Care and Education's Early Learning Scholarship (ELS) and/or Preschool for All (PFA) programs and participate in quality improvement activities through San Francisco's Quality Connections (West Ed); contingent upon the continued availability of City support for ELS/PFA and Quality Connections participation.
- The Provider is solely responsible for the ongoing operation of the Facility and for funding the day-to-day operations of the Facility.

**D. Enrollment**

- The Facility will maintain an enrollment that ensures a minimum of 20% of children enrolled across the agency are from families considered low-income.
  - Low income is defined as a family earning at or below 110% of the Area Median Income for their family size. (For an agency that operates several Child Care sites in San Francisco, this 20% low income requirement can be met agency-wide rather than just at City Hall.)
- Upon fulfillment of low-income enrollment requirement, then first priority will be to employees of the City and County of San Francisco working at the City Hall location.
- Second priority will be given to other employees of the City and County of San Francisco.
- Third priority to families who reside or work in the surrounding community (defined as those residing within 94102 and 94103 zip code areas).

**E. Ongoing Operations**

The Provider will be responsible for the following:

- Provide the highest quality early childhood education based on criteria related to educational requirements for teaching staff, ongoing professional development, curriculum, family involvement, etc.
- Oversee day-to-day operations of the Facility.
- Operate the Facility in compliance with the California Department of Social Services Community Care Licensing Division regulations and respond to requests and/or concerns of any regulatory agency.
- Provide daily structured learning activities.
- Provide nutritional meals (breakfast and lunch) and snacks (there is no

cooking on the premises but may have a warming oven to keep meals warm).

- Maintain a clean and hygienic Facility to ensure safe and sanitary conditions and to meet health and safety requirements of State licensing regulations.
- Supervision of Facility staff by Director or Assistant Director of the child care facility during all hours of Facility operation.
- Maintain teacher-child ratios for proper supervision of children at all times.
  - Department of Early Childhood (“DEC”) requirements for Early Learning San Francisco programs:
    - 1:10 1 fully qualified teacher for 10 children 30 months-5 years old. Maximum class size 8 children
    - 1:6 1 fully qualified teacher for 6 toddlers 12-36 months old. Maximum class size 12 children.
    - 1:4 1 fully qualified individual for 4 infants Birth-15 months old. Maximum class size 20 children.
- Contractor shall ensure that all persons providing services under this Agreement, including subcontractors, successfully undergo a criminal background check using the California Department of Justice’s LiveScan service or an equivalent finger print based review.
- Hire and maintain qualified staff (no waivers permitted for the hiring of persons with criminal record).
- Train and evaluate staff.
- Provide Facility staff with biannual CPR and first-aid training.
- Follow and participate in the City's and building’s emergency preparedness plans.
- Implement fiscal cost controls to ensure cost-effectiveness while maintaining high quality Facility operations.
- Administer the enrollment process: applications for enrollment, wait list, orientation, and collection of all fees and tuition payments from the families.
- Collect, bill and deposit all fees from families.
- Provide annual operating costs budgets of the Facility to RED.
- Provide an audited annual report (or similar audited financial statement) that indicates the organization's annual revenues and expenses relating to the operation of the Facility. The Provider will not be reimbursed for the cost of the audited annual report.
- Submit the following annual reports:
  - enrollment for the Facility as a whole and by each room
  - anticipated transitions from one room to the next
  - waiting list totals
  - maintenance problems

- classroom highlights
  - special events and visits
  - problems and concerns
- Oversee the assessment of children's' development and the development of the program in each room and the Facility as a whole.

**F.** Evaluation of Provider's Performance

The Provider will allow its program to be evaluated by the San Francisco Department of Early Childhood ("DEC") using agreed-upon measures to determine the program's effectiveness. The DEC reserves the right to have evaluators, using agreed-upon measures, review and evaluate the ECE program to determine whether quality standards are being met.

**XXV. Appendix B**

Center Floor Plan (Premises) – separate document