REQUEST FOR PROPOSAL

Solicitation #17-060-RFP-0001

Security Services

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

November 3, 2016
# SOLICITATION, OFFER AND AWARD

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Solicitation Number</th>
<th>Type of Solicitation</th>
<th>Date Issued</th>
<th>PR #</th>
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<td>#17-060-RFP-0001</td>
<td>RFP: IFB:</td>
<td></td>
<td>11/03/2016</td>
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Issued by: [San Francisco Housing Authority](mailto:procurement@sfha.org)  
Address Offer to (if other than issuing office):  
1815 Egbert Avenue  
San Francisco, CA  94124  

Point of Contact:  
Solomon Gebala  
 procuremenet@sfha.org  
Telephone number:  
415-715-3123  

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

Discounts offered for Prompt Payment:  
10 Calendar days: _____ %  
20 Calendar days: ______ %

Acknowledgement of Amendments:  
Amendment No. | Date | Amendment No. | Date |
--- | --- | --- | --- |

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

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

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF OFFEROR (Type or Print)</th>
<th>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)</th>
<th>FEDERAL ID NUMBER</th>
</tr>
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TELEPHONE NUMBER | SIGNATURE | OFFER DATE: |
--- | --- | --- |

| AWARD (to be completed by SFHA) |

AWARD AMOUNT: ____________________________

SFHA Legal Department (Print Name) | Approved to form by Legal: (Signature) | Date: |
--- | --- | --- |

Contracting Officer | Signature | Award Date: |
--- | --- | --- |
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SECTION I - Request for Proposals

1.1 INTRODUCTION

The San Francisco Housing Authority (Authority) is soliciting proposals (RFP) from qualified firms to provide Security Services at its sites. In general, this contract will be to provide various types of security services at Authority properties under a multi-year contract which will have options to extend service for up to five (5) years.

1.2 AGENCY INFORMATION

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Since its inception, the Authority's conventional public housing department had grown to include over 40 developments located throughout San Francisco. In 1974, the Housing Choice Voucher (HCV) program (formerly "Section 8") was introduced to the Authority which served over 10,000 individuals and families. In 2015/2016 the Authority converted the majority of its conventional public housing properties to Rental Assistance Demonstration (RAD) which transferred daily management and redevelopment of the properties to other parties. In conjunction with this change, the residents at the RAD sites were transferred from the public housing program to the HCV program and are still part of the Authority’s resident portfolio.

1.3 SCOPE OF SERVICES

The Contractor shall provide all equipment, supplies, trained personnel, supervision and materials required to properly staff and maintain security guard and related services (Services) for the Authority. Adjustments in staffing levels and/or hours and/or armed or unarmed status may occur as directed by the Authority in writing.

1.3.1 GENERAL REQUIREMENTS

Services shall consist of, but is not limited to, the following: ongoing security services and ongoing security services; armed, unarmed, mobile security, monitoring services, building access control, patrol services, package screening, parking control, incident investigation, communication with outside law enforcement agencies, execution of emergency procedures, security surveillance and any other security related service.

The Contractor shall provide armed or unarmed uniformed Services (Staff) in and around the Authority’s properties on a 24 hour-a-day, 7 days a week, or as otherwise indicated per site. Services, including fixed post, roving and mobile patrols shall consist of the following:
1.3.1.1 Ongoing Security Services: The Authority may require Services on an ongoing basis. At its properties which will require a clear schedule of the shifts, number of Staff and a detailed description of the services the Contractor will provided.

1.3.1.2 Intermittent Security Services: The Contractor will also be required to provide intermittent Services on an as-needed basis within twenty four (24) hours of the written request. This includes Services for special events and various community activities. Furthermore, the Contractor shall have the ability to provide coverage as established in the Post Orders utilizing mobile patrols in conjunction with highly visible foot patrols. This Service may be required seven (7) days per week, twenty four (24) hours per day as required by the Authority.

1.3.1.3 Additional Duties – Closed Circuit Television (CCTV) monitoring: The Contractor will assign additional duties such as monitoring and responding to incidents at other locations when viewed through a central monitoring location. The personnel shall be experienced in viewing and reviewing CCTV and possess computer skills including but not limited to reviewing, responding, recording, and rebooting the CCTV system.

1.3.1.4 A Security Plan (Plan): shall be developed and implemented as approved by the Authority. This plan shall have primary objectives to deter racism, ethnic prejudice, religious violence, harassment, obstruction of civil rights and other similar violations. The Plan shall provide a means of ensuring frequent communications between the Contractor’s assigned personnel and Authority staff (property managers, maintenance supervisors, tenants and tenant organizations related to the security of those on Authority properties). The Plan will be developed pursuant to the U.S. Department of Justice policy, rules and regulations. The Contractor will put forth their best efforts to recruit a pool of applicants for assignment to Authority properties who are fluent in the languages spoken by more than 5% of the tenants at each property.

1.3.2 PERFORMANCE REQUIREMENTS AND STANDARDS

1.3.2.1 Uniformed personnel are required respond to a range of situations, including but not limited to routine trespassing remediation to dangerous, violent, or criminal situations. Contractor must clearly specify the range of security services it will provide in response to the various situations.

1.3.2.2 Intercept and identify non-authorized individuals or intruders in hallways, stairwells, entrances, and exits and upon determination the individual is not authorized to be on property, escort them off the premises.

1.3.2.3 Document problems and conduct routine surveillance of activity, traffic, and issues caused by anyone (residents, their visitors, guests, family members, staff, etc.). All incidents/observations must be logged in the Daily Activity Report.
1.3.2.4 Maintain radio or cell phone contact with the Contractor’s supervisor or dispatch office.

1.3.2.5 Maintain a logbook (Log) of all activities, routine and non-routine, which occur during the detail/shift. The Log shall record all significant events or incidents in sufficient detail and comprehensive form so as to provide Authority staff with basic understanding of the events. These reports are to be provided to the Authority daily.

1.3.2.6 Provide rotating schedules for sites requiring less than 24 hours per day/7 days per week coverage. Shifts must have variable, starting and ending times within an eight hour period.

1.3.2.7 Secure the perimeters of Authority properties in the event of a power outage, heavy damage as a result of a storm or natural disaster, malfunction or failure of fire and/or life safety systems in a building or community, etc.

1.3.2.8 Report to Authority’s Legal Department any harassment or violence against anyone based on race, color, religion or national origin within two (2) business days of incident(s).

1.3.2.9 Work effectively and fully cooperate with the San Francisco Police Department (SFPD).

1.3.2.10 Provide supervisory level Staff at meetings with the Authority, tenants and tenant associations. Attend meetings at least monthly to assist in providing oversight on issues which affect public safety in Authority communities, including crime prevention, hate or bias based crime incidents, security, public relations, inter-agency activity, and deployment of resources.

1.3.2.11 Follow strict guidelines for the purpose of assuring Authority staff of the exact time, number of Staff and shift schedules of officers assigned to Authority properties. Proper use of the Authority’s telephone voice mail system and security Verification form will be used for this purpose.

1.3.2.12 Provide a report of lockout activity to Authority on a weekly basis.

1.3.2.13 Attend meetings at least quarterly with Authority personnel throughout the contract period to discuss concerns, issues, quality control, scheduled payments and/or other situations.

1.3.3 DUTY REQUIREMENTS

1.3.3.1 The Contractor will provide a sign-in sheet for each shift. The Contractor will
also provide post verification on an hourly basis, utilizing a method approved by the Authority.

1.3.3.2 The Contractor may be requested to provide limited closed circuit television (CCTV) monitoring as part of the normal services. Contractor Staff will regularly monitor and report any incident(s) viewed on the CCTV systems to the Contractor, Authority or the SFPD.

1.3.3.3 The Contractor shall furnish all Staff with uniforms, identification badges, radios, flashlights, all other communication accessories as necessary, and guns when required by the Authority, all of which shall be worn at all times while on duty. The name of the Contractor must be clearly indicated on all uniforms and badges. Contractor is prohibited from using “SFHA Housing”, “Housing Patrol” or any wording and/or phrase which may be construed as being an employee of the Authority.

1.3.3.4 The Contractor shall notify the Authority, directly or through its emergency answering service, of any situation that may cause harm or injury to residents, visitors, staff or property at the locations serviced by the Contractor. Such notifications shall be made immediately upon discovery by the Contractor Staff that such harm, injury or potential situation which has occurred or may occur. If the situation is of a criminal nature, the Contractor must notify the SFPD and Authority immediately.

1.3.3.5 The Contractor shall maintain a logbook (Log) that identifies the Staff it has on duty at all times. The Log shall also include a narrative of all activities occurring on the premises that its Staff or residents observe or are informed of by staff and the action taken in response thereto. These Logs are to be made available for inspection by the Authority upon request and shall remain the property of the Authority at all times. If the property is secured, the Contractor shall maintain a sign-in/sign-out log of the names and addresses of all visitors to the premises that include, but is not limited to: the name, apartment number or department the visitor is to see, the arrival date/time as well as their departure date/time.

1.3.3.6 At the beginning of each shift, Staff must check-in with on-site Authority manager if the shift starts during the course of normal business hours.

1.3.3.7 The Contractor shall maintain a checklist of items to be monitored during routine checks of the premises. The checklist must be completed at least once each shift. The checklist shall include, but not be limited to the following items:

- Check parking lot area.
- Record all abandoned vehicles.
- Record observations of dogs on or around development.
• Record and report any unusual changes of any property fixtures.
• Secure exterior doors – property offices, other public buildings and senior buildings.
• Check fire exits and stairways for impediments and proper operation.

1.3.3.8 The Contractor is required to submit detailed incident reports of all activities and conditions that warrant attention by the Authority. Such reports shall include the time and date the activity and/or conditions occurred, the action the Contractor initiated related to the activity and/or conditions, when such action was taken and the results of the action taken. The reports must also identify the Staff on duty at the time the activity or conditions occurred and the name of the Staff completing and submitting the report(s). All reports must be submitted to the Authority at the end of each shift during Authority normal business hours or by the next business morning if the shift terminates during non-business hours. If the Staff is incapacitated or otherwise unable to submit the written report in a timely manner, then it is the responsibility of the Staff’s supervisor to complete and submit the report to the Authority on time. In addition to the above incident reports, the Contractor must be prepared to submit a DAR showing routine activities carried out during each shift. This report must identify any Police or Fire Department case numbers, names, reasons, etc.

1.3.3.9 The Contractor shall give notice and comply with all applicable laws, ordinances and regulations bearing on the safety of persons or property, and their protection from injury, damage or loss. When the use of hazardous equipment or weapons is necessary in order to execute the Services delineated herein, the Contractor shall use the utmost care and shall, when possible, have such activities performed under the supervision of a properly qualified individual.

1.3.3.10 The Contractor shall be responsible for the conduct, supervision and training of its Staff. Accordingly, the Contractor shall only use qualified Staff who have been regularly engaged in the type of work specified in the scope of services, and who are licensed as required by state law (Private Security Services Act – CA 7580) and other applicable laws and regulations. Each Staff member is to be mature and of reputable character. The Contractor shall submit documentation of its training program to the Authority’s Executive Director, or his/her designee. Said documentation shall become the property of the Authority. The Contractor shall provide to the Authority verification that the requirements stated above have been met, for its Staff, within ten (10) days after a written request for such verification has been requested. The Contractor will use their best efforts to assign Staff to Authority developments who are fluent in the languages spoken by more than 5% of the tenants at the developments.

1.3.3.11 The Contractor will immediately report to the Authority complaints of harassment, violence or intimidation regarding racial, ethnic and religious violence in all developments. The Contractor’s Staff will communicate with the
Authority as needed but not less than once monthly regarding racial, ethnic and religious violence at all Authority properties; have regular communications with the SFPD’s Hate Crimes Unit regarding racial, ethnic, and religious violence and harassment; and coordinate with SFPD the enforcement responsibilities to the extent the SFPD is willing to coordinate these responsibilities.

1.3.3.12 All Services to be performed under the contract shall be done with minimal disturbance to the residents, visitors, and other guests of the property or building and its surrounding vicinity.

1.3.3.13 To the greatest extent possible, the Contractor shall assign the same Staff to perform the required services on a continual basis. The Contractor must notify the Authority when the Contractor makes personnel changes relative to the services provided for herein.

1.3.4 PERSONNEL REQUIREMENTS

1.3.4.1 All Staff engaged to work on Authority properties must be mutually acceptable to the Authority and the Contractor.

1.3.4.2 Personnel assigned to this contract shall be individuals of strong integrity who display a mature attitude and exercise good judgment.

1.3.4.3 Personnel used assigned under this Contract shall not have been convicted on any domestic spousal abuse charge, any felony or misdemeanor with the exception of outstanding minor motor vehicle infractions.

1.3.4.4 Staff shall have demonstrated a stable employment history, possess superior references; have the ability to successfully perform under duress, excel in oral and written communication skills, efficiently comply with verbal or written directives, and have the ability to deal diplomatically and compassionately with the public.

1.3.4.5 Each Staff member shall have a minimum of two (2) years experience demonstrating:

- Ability to work with minimal supervision;
- Ability to meet and deal tactfully and politely with the general public;
- Ability to read, write and speak English language articulately and fluently;
- Ability to make good common sense decisions in challenging situations with minimal supervision.
1.3.5 STAFFING LEVELS AND HOURS

Adjustments in staffing levels and/or hours and/or armed and unarmed status may occur as directed by the Authority in writing. No amount of work is guaranteed under this solicitation.

1.3.6 SUPERVISION

1.3.6.1 The Contractor shall provide appropriate supervision to its Staff. Supervisors shall be responsible for:

- Providing direction, guidance, support and resources to on duty Staff.
- Conduct physical site inspections to include supervisors entering each site not less than once per shift.
- Supervisors are to check in with Authority management immediately upon arrival to site.
- Supervisors are to provide daily written reports detailing each sites’ date and time of inspection and all pertinent information for each inspection. Reports shall include Police or Fire Department case numbers, names, reasons, etc. and all other pertinent information.

1.3.7 TECHNICAL EXPERTISE

1.3.7.1 The Contractor must demonstrate knowledge of or specialized experience in organizing and training residents to successfully form resident patrols, assistance in the development of crime prevention strategies and programs which residents, the SFPD and the Authority can implement to reduce crime in public housing; and, to develop a sustainable security model that allows public housing residents to be self-sufficient in the management and operation of on-site security.

1.3.7.2 The Contractor shall provide guidance in the development of partnerships with law enforcement agencies and drafting memoranda of understanding with partners. Assist in the area of Technology Assessments; determine and evaluate the most effective use of tools and techniques for gathering crime statistics and utilization of crime statistics to reduce crime.

1.4 PRICING

Pricing shall be submitted on the “Hourly Price Schedule” (see Section 2.8 Form – Hourly Price Schedule) and as instructed in Section 1.7 Cost Proposal Evaluation.
1.5 SUBMITTAL DEADLINE

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

Interested respondents shall submit one (1) proposal marked “Original”; three (3) proposals marked “Copy”, and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box prior to **2:00 PM on November 22, 2016**.

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

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins.
2. Shall be properly bound.
3. Tabbed between sections.

Proposals must be addressed and delivered to:

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

Envelopes or boxes must be clearly labeled with the RFP Number and solicitation name.

No pre-proposal conference is scheduled for this RFP.

A **non-mandatory site walk** is scheduled for **November 15, 2016 at 12:00 PM** and will commence at 1815 Egbert Ave, San Francisco, CA and continue to the Noe and Randolph properties.

Addendums, if required, will be sent to the firms on the “Interest Parties List” and posted to the Authority’s website.

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The last date for submitting questions regarding this solicitation is **November 17, 2016 by 12 PM**. Please submit all questions in writing to procurement@sfha.org.
1.6 TECHNICAL EVALUATIONS

Organization:

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

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

TAB 1. FIRM’S EXPERIENCE & PAST PERFORMANCE
Please provide a brief narrative of the primary firm and any sub-contractor proposed in the response. You must provide the following: (1) name of firm, (2) ownership type, (3) year established, (4) office locations, (5) number of employees, (6) description of firm’s core business lines, (7) principals.

Demonstrate your firm’s experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm’s experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort.

Along with this, provide at least three vendor selected references for the most recent jobs that are similar, particularly with public sector entities. Provide the point of contact, telephone number and title of references.

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

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

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

The Authority reserves the right to approve, decline or remove any Key Personnel at any time for any reason.

TAB 4. MBE/WBE PROGRAMS
Provide a detailed plan of how your company intends to meet the San Francisco Housing’s Affirmative Action Program and outreach for MBE/WBE.
TAB 5. SECTION 3 COMPLIANCE EFFORTS
Provide a detailed plan on your strategy for complying with Section 3 requirements.

TAB 6. ADDITIONAL VENDOR PROVIDED INFORMATION
This section is reserved for vendors to provide additional information that may interest the Authority or further enhance the evaluation of any criteria. Please state the evaluation criteria for which the information is being submitted. Examples include: awards, recognitions, letters of appreciation, customer surveys, letters of recommendation, issue and resolution examples, previous section 3 compliance, etc.

TAB 7. CERTIFICATIONS/ACKNOWLEDGEMENT
b. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm’s Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
c. Certify that you acknowledge and will adhere to the Immigration and Naturalization Act.

TAB 8. AFFIRMATIVE ACTION FORMS
a. MBE/WBE Participation (SECTION II – 2.2)
b. Section 3 Estimated Project Work Force Breakdown (SECTION II – 2.3)
c. FORM 1, Work Force on This Job (SECTION II – 2.4) and FORM 2, Permanent Work Force (SECTION II – 2.5)

1.7 COST PROPOSAL EVALUATIONS
Please provide the following submittal requirements in a separate package marked “PROPOSED HOURLY RATE SCHEDULE, Solicitation #17-060-RFP-0001 Security Services”. The Fee Schedule must comply with the requirements outlined in section 1.4 of this RFP. Attach additional pages if necessary. Any pertinent documents related to cost should be attached in the package.

Please note that the Contractor will be responsible for all production costs and charges incurred for materials for the services specified in the Scope of Services.

NOTE: SUBMIT YOUR PROPOSED FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE IDENTIFYING THE SOLICITATION NUMBER AND PROJECT NAME.
1.8 PROPOSAL EVALUATION CRITERIA

The evaluation process will consist of the following steps:

1. **Written Proposals:** All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals.

   Written proposals will be evaluated by a committee of the Authority’s staff based on the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Firms Experience and Past Performance</td>
<td>30%</td>
</tr>
<tr>
<td>Experience and Qualifications of Key Personnel</td>
<td>20%</td>
</tr>
<tr>
<td>Pricing</td>
<td>40%</td>
</tr>
<tr>
<td>MBE/WBE Participation</td>
<td>05%</td>
</tr>
<tr>
<td>Section 3 Compliance Strategy</td>
<td>05%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
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</table>

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

1.8.1 SELECTION PROCESS

1. **Interviews:** The Authority shall evaluate the proposals based on the evaluation factors listed above. The Authority may conduct presentations/interviews with those contractors in the competitive range.

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

1.8.2 PROTEST PROCEDURES

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

2. **FILING THE PROTEST:** The person or responder must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.
3. **CONTENT OF FORMAL WRITTEN NOTICE:** The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

   A. The name and address of the person or responder filing the protest and an explanation of how their substantial interests have been affected by the Authority’s notice of the intended or of actual purchase award;

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

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

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

   E. A demand for relief to which the person or responder deems themselves entitled; and

   F. Any other information which the person or responder contends is material.

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

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

### 1.9 CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

10. **SAN FRANCISCO HOUSING AUTHORITY AFFIRMATIVE ACTION POLICIES & GUIDELINES:** The selected Contractor and all its subcontractors shall comply with the requirements of the Authority's Affirmative Action Policies & Guidelines. (San Francisco Housing Authority Summary of Affirmative Action Guidelines; SECTION III – 3.3)
11. **SUBCONTRACTOR REQUIREMENTS:** The selected Contractor shall assure that its sub-contractors comply with all applicable HUD regulations, and the Authority requirements.

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

13. **RETENTION AND INSPECTION OF RECORDS:** Access shall be given by the selected Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.
2 SECTION II – Forms Required at Submission
2.1 FORM – HUD 5369 C

Certifications and Representations of Offerors--Non-Construction Contract

U.S. Department of Housing OMB Approval No: 2577-0180 (exp. 7/30/96)
2.2 FORM – MBE/WBE PARTICIPATION
NAME OF OFFEROR:

The policy of the San Francisco Housing Authority and the United States Department of Housing and Urban Development is to take positive steps to maximize the utilization of minority-and woman-owned business enterprises (MBE/WBEs)* in all contract activity administered by the San Francisco Housing Authority. The San Francisco Housing Authority encourages contractors to meet a 20% contract amount participation level. A MBE/WBE prime contractor or any subcontractors or suppliers may be applied to meet the goal.

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

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

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

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

__________________________________________  ____________________________
Signature of Authorized Representative                  Date
2.3 FORM – SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
SECTION 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

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

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

NOTE: This document must be submitted with bid documents.
2.4 FORM 1 – WORK FORCE ON THIS JOB
2.5 FORM 2 – PERMANENT WORK FORCE
San Francisco Housing Authority
Solicitation #17-060-RFP-0001
Security Services

FORM 1 – WORK FORCE ON THE JOB

CONTRACTOR:  
JOB:  
DATE FILLED OUT:  

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

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<tr>
<th>CRAFT MALE EMPLOYEES:</th>
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TOTALS

Revised March 4, 2016

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RFP
**FORM 2 – PERMANENT WORK FORCE**

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

**CONTRACTOR:**

**JOB:**

**DATE FILLED OUT:**

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<tr>
<th>CRAFT MALE EMPLOYEES:</th>
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RFP
2.6 FORM – ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT
ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT

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

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

________________________________________
Signature

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

This is to certify ______________________________________ involved with this work,

(Firm’s Name)

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

______________________________
Signature

______________________________
Date
2.8 FORM – HOURLY PRICE SCHEDULE
HOURLY PRICE SCHEDULE

Firm: ________________________________ Phone: ______________________________
Address: ______________________________ Email: ______________________________
Contact: ______________________________

1) Unarmed Services Hourly Rate: $ _______ /hour
2) Armed Services Hourly Rate: $ _______ /hour
3) Mobile Unarmed Services Hourly Rate $ _______ /hour
4) Mobile Armed Service Hourly Rate $ _______ /hour

The San Francisco Housing Authority’s standard payment terms are 30 days. If your firm would like to receive payment quicker than 30 days, a quick payment discount is offered and can be negotiated.

______No quick payment discount
______2% discount for 20 day terms
______4% discount for 10 day terms
______3% discount for 15 day terms
______5% discount for 5 day terms

I certify that I am the authorized representative and have the authority to make this offer and negotiate the terms and conditions of this solicitation response.

Name (Print): _____________________________________ Date: _________________
Signature: ________________________________________

*Submit this form as instructed in Section 1.7.
3 SECTION III – Attachments
3.1 ATTACHMENT – HUD 5369 B

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

GENERAL CONDITIONS FOR NON-CONSTRUCTION

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

X General Conditions for Non-Construction – Section I

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

SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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<td>IV. Executive Order 11246</td>
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<td>3</td>
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<tr>
<td>VII. Related Documents</td>
<td>3</td>
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I. EXECUTIVE SUMMARY

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

B. Goals and Requirements Highlights:

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

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

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

B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

Revised March 4, 2016
III.  SFHA COMMISSION RESOLUTION NO. 4967

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

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

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

D. Related Documents:

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

IV. EXECUTIVE ORDER 11246

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

B. Related Documents:

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

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

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

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

D. Related Documents:

VI. EMPLOYER AND EMPLOYEE TAX CREDITS

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

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

VII. RELATED DOCUMENTS

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

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

*(THE CONTRACTOR SHALL BE ABLE TO PROVIDE THIS DOCUMENT WITHIN TEN (10) DAYS AFTER NOTIFICATION OF AWARD)*
1. The Contractor shall provide those services described in its proposal which is incorporated herein by reference as though set forth in full. However, with respect to conflict or ambiguity between this Agreement and the proposal, this Agreement shall control.

2. The Authority shall provide a knowledgeable person to coordinate the Authority's activities and staff with the Contractor.

3. All requirements of the Request for Proposals and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. **Schedule of Performance:**

   The services of the Contractor shall commence within upon full execution of this contract agreement. This Agreement shall terminate ____________ (months, year(s)) from the date of full execution unless otherwise modified in writing prior to such termination.

5. **Compensation:**

   Compensation shall be paid to the Contractor upon receipt and approval by the Authority of an invoice setting forth work actually completed. Total payment under this contract shall not exceed ___________________ ______________________ dollars and ________cents ($ _____.__) subject to the appropriation of funds.

6. **Invoices and Payments:**

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

7. **Invoices Shall be Transmitted to:**

   SAN FRANCISCO HOUSING AUTHORITY
   1815 Egbert Avenue
   San Francisco, CA 94124-3640
   Attention: Finance Department
Payment of approved amounts shall be transmitted to:

__________________
__________________
__________________

Notices that may be issued by the parties shall be transmitted to the above address.

8. **Independent Contractor:**

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

9. **Indemnification:**

To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and save harmless the Authority and its officers and employees (collectively "Indemnitees") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub Contractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor that does not involve any negligence or other breach of obligation on the part of the Contractor or its sub Contractors, then, provided the Contractor is in compliance with its insurance obligations under Section 11 below, such obligation shall be limited to the extent to which it is covered by the Contractor's insurance and that of its sub Contractors, in no event, however, shall the Contractor's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Contractor or its sub Contractors.

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

The Authority shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Contractor for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Contractor. Therefore, the Contractor shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.
The Contractor's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

10. **Termination:**

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

11. **Insurance:**

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

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

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

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

3. Comprehensive Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage.
(4) Contractor's Professional Liability Insurance with a limit of not less than $500,000 each occurrence. If the policy is in claims-made form, the Contractor agrees to maintain such insurance for three (3) years following the completion of the construction of the project; provided that if such insurance is not available on commercially reasonable terms (i.e., the premiums for the same coverage has increased at least by 200%) during such three year period, the Contractor may self-insure.

The Contractor and the Authority acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Contractor's fee.

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

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

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

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

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

San Francisco Housing Authority
1815 Egbert Avenue,
San Francisco, CA 94124
Attention: Procurement/Contracts Department
(5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

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

12. **Assignment:**

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

13. **Employment Practices:**

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

14. **Anti-Kickback:**

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

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

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

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

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

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

18. **Interest of Members of the Local Authority or Government Officials:**

   The Provisions of the Authority's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein and by reference made a part of this document.

19. **Applicable Law and Venue:**

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

20. **Ordinances:**

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

21. **Retention and Inspection of Records:**

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

22. **Entire Agreement:**

   This Agreement constitutes the entire understanding between the Authority and the Contractor concerning the subject matter hereof.
3.5 APPENDIX 1 – RESOLUTION NO. 4967; ADOPTED FEBRUARY 22, 2001
RESOLUTION NO. 4967
DATE ADOPTED 2/22/01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

CARL L. WILLIAMS, GENERAL COUNSEL

RONNIE DAVIS, EXECUTIVE DIRECTOR

Date 2-16-01

Date 2/16/01

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