

## CHAPTER 12B COMPLIANCE CERTIFICATION

Respondent hereby acknowledges that Respondent has read and will comply with chapter 12B "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (*please check the applicable box*):

- ☐ CERTIFIED: The San Francisco Contract Monitoring Division ("CMD") has certified that Respondent is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of RFQ submittal.
- ☐ CERTIFICATION PENDING: Respondent has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Respondent agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.
- ☐ NOT CERTIFIED: Respondent acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be one of the highest ranking Firms, Respondent will submit Form CMD-12B-101 and all required documentation within 10 working days after the date of announcement of final ranking results. If CMD determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.

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Company Name

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Name and Title of Signer

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Company's Street Address

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Company's City, State, ZIP

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Company's Telephone No.

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Signature of Authorized Representative

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Date

Note: The text chapter 12B of the San Francisco Administrative Code and Form CMD-12B-101 is available from the CMD Website at <http://sfgsa.org/index.aspx?page=6125>. Respondents are advised to submit Form 12B-101 and accompanying documentation to the CMD at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.

**CERTIFICATE OF PROPOSER REGARDING CONTRACTING IN STATES WITH  
ANTI-LGBT AND RESTRICTIVE ABORTION LAWS**

Proposer, by submitting its Proposal, hereby acknowledges that Proposer has read San Francisco Administrative Code Chapter 12X "Prohibiting City-funded travel and City contracts involving States with Anti-LGBT and Restrictive Abortion Laws" ("Chapter 12X") and understands that the City and County of San Francisco cannot enter into contracts with companies with United States headquarters in states that perpetuate discrimination against LGBT populations and/or have restrictive abortion laws or where any or all of the work on the contract will be performed in a state on the Covered State List.

I \_\_\_\_\_ certify that at the time of submitting my Proposal, the address of the United States headquarters for my company is:

\_\_\_\_\_.

I will notify the City if my company's headquarters moves. I also certify that none of the Work performed on this Contract will be performed in any Covered State.

\_\_\_\_\_  
Signature of Proposer or Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Position in Firm or Corporation

\_\_\_\_\_  
Date

\* The text Administrative Code Chapter 12X and a list of Covered States is posted is posted at:  
<https://sfgsa.org/chapter-12x-state-ban-list>

CERTIFICATION OF PRIME PROPOSER REGARDING DEBARMENT AND SUSPENSION\*

I, \_\_\_\_\_, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Proposer is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Proposal. The Proposer declares the following exceptions to the above representations: (If there are exceptions to this Certification, insert the exceptions in the space provided below.)

Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Respondent responsibility. For each exception noted above, Respondent shall indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Signature of Respondent or Authorized Representative

\_\_\_\_\_  
Respondent's Telephone No.

\_\_\_\_\_  
Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.

*\*Fulfills requirements of Title 49, CFR, Part 29*

Certification of Proposer Regarding  
Debarment and Suspension

CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER  
REGARDING DEBARMENT AND SUSPENSION\*

I, \_\_\_\_\_, by affixing my signature hereto, under penalty of perjury hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: (If there are exceptions to this Certification, insert the exceptions in the space provided below.)

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Exceptions will not necessarily result in denial of award of the Contract but will be considered in determining Respondent responsibility. For each exception noted above, Respondent shall indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
Company City, State, ZIP

\_\_\_\_\_  
Signature of Respondent or Authorized Representative

\_\_\_\_\_  
Company Telephone No.

\_\_\_\_\_  
Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions. \*Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more)

\_\_\_\_\_  
Certification of Subcontractor, Lower-Tier Subcontractor  
Or Supplier Regarding Debarment and Suspension



CITY AND COUNTY OF SAN FRANCISCO

**FIRST SOURCE HIRING AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**City Agency:** \_\_\_\_\_

**Prime Contractor**  
**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contract Number**  
**and Name:** \_\_\_\_\_

**Main Project**  
**Contact**  
**Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Instructions:**

- ☐ All bidders must complete, sign and submit a *First Source Hiring Agreement* with bidder's Proposal. All Proposals without a completed and signed *First Source Hiring Agreement* will be rejected.
- ☐ List the total of fees not directly associated with construction costs for both prime contractor and all subconsultants.
  - o Total Proposed Non-Construction Related Fees: \_\_\_\_\_
- ☐ The prime contractor agrees to comply with the First Source Hiring Program as defined in the San Francisco Administrative Code Chapter 83 AND as further described in the First Source Hiring Program for Design & Construction Related Professional Services on Public Contracts document 00 73 79. While sub-contractors are able to help meet the First Source Hiring Goals, the prime contractor is ultimately responsible for ensuring compliance.
- ☐ Should prime contractor be awarded this contract, prime contractor will contact the First Source Hiring Program Administrator (CityBuild) within 30 days of contract award to schedule an initial meeting and submit the prime contractor's *Hiring Plan*, as described in document 00 73 79 and provide a listing of all signed and planned sub-contractors.
- ☐ Questions and assistance, please contact First Source Hiring Agreement Administer: CityBuild
  - o A.J. Thomas: Email: [aj.thomas@sfgov.org](mailto:aj.thomas@sfgov.org)

\_\_\_\_\_  
**Signature of Authorized Representative\***

\_\_\_\_\_  
**Name of Authorized Representative**

\_\_\_\_\_  
**Date**

*\*By signing the First Source Hiring Agreement, the Consultant agrees to participate and comply with the provisions of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 AND as articulated in Document 00 73 79 First Source Hiring Program for Design & Construction Related Professional Services on Public Contracts.*

**Please also provide primary contact information for the primary Human Resources person responsible for posting/hiring new positions for the prime contractor:** \_\_\_\_\_

**Human Resources Hiring Manager Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_



## Health Care Accountability Ordinance (HCAO) Declaration

What the Ordinance Requires. The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

**Effect on City Contracting.** For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

**The Purpose of This Declaration.** By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

**To obtain more information regarding the HCAO,** Visit our website, which includes links to the complete text of the HCAO, at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao); send an e-mail to [HCAO@sfgov.org](mailto:HCAO@sfgov.org); or call (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized vendor portal, <https://sfcitypartner.sfgov.org/> or call the Supplier Support Desk at 415-944-2442, Ext 1

## Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #



## Minimum Compensation Ordinance (MCO) Declaration

**What the Ordinance does.** The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

**Effect on City contracting.** For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

**What this form does.** If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

**For more information,** (1) see our Website, including the complete text of the ordinance: [www.sfgov.org/olse](http://www.sfgov.org/olse), (2) e-mail us at: [MCO@sfgov.org](mailto:MCO@sfgov.org), (3) Phone us at (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized [vendor portal sfcitypartnersupport@sfgov.org](http://sfcitypartnersupport@sfgov.org) or call the Supplier Support Desk at 415-944-2442, Ext 1

## Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #

## RELEASE AND WAIVER AGREEMENT

This Release and Waiver of Liability (hereinafter the “Release”) is entered into between the City and County of San Francisco through its Public Works Department and \_\_\_\_\_, a Prime Proposer (hereinafter “Proposer”) in a Request for Proposals (RFP) for **SF Tenderloin Clean & Workforce Development Program**.

### RECITALS

1. The City and County of San Francisco through its Public Works Department has issued a Request for Qualifications to select a Team led by a Prime Consultant or a Joint Venture between two Prime Consultants.
2. The candidate Proposer submitted a response to the RFQ and has submitted projects and owners as references for its qualifications.
3. The City seeks candid comments on the candidate Proposer’s performance on the listed projects from the owners and the owners’ representatives.

### RELEASE AND WAIVER

The candidate Proposer hereby fully and forever releases, exonerates, discharges, and covenants not to sue the City, its commissions and boards, officers and employees, and all individuals and entities furnishing comments on Proposer’s performance from and for any and all claims, causes of action, demands, damages and any and all other liabilities of any kind or description, in law, equity, or otherwise arising out of information furnished about Proposer’s performance on the projects.

### INTENDED BENEFICIARIES

The City, its commissions and boards, officers and employees and all individuals and entities furnishing any information relating to Proposer’s qualifications, are intended beneficiaries of this Release and Waiver and are entitled to enforce its terms.

\_\_\_\_\_  
Proposer Name, Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

If Addenda to the Proposal Package Attachments (Proposal Documents) have been issued for this RFP, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact SF Public Works' Contract Administration at [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org)

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

A PROPOSAL MAY BE RENDERED NONRESPONSIVE IF THE PROPOSER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS RFP.

Proposal submitted by (Firm name):	_____
Authorized Person's signature:	_____
Authorized Person's name:	_____
Authorized Person's title:	_____