City and County of San Francisco
Office of Contract Administration
Purchasing Department
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685

Contract Award
Knoll Seating and Ancillary Furniture

Supplier: IBEX Enterprises dba RDI
Supplier ID: 0000012282
Kalee Woo
747 Front Street
San Francisco, CA 94111
Kalee.woo@rdi-sf.com

Date: 8/28/2020
Buyer: Howard Tevelson
Term Contract: 96001 A.
Contract ID: 1000019174
Type: Indefinite Quantity-Services
Not-to-Exceed Amount: $9,000,000

The City and County of San Francisco hereby accepts your offer to provide the following:
Knoll Seating & Ancillary Furniture as specified in the Award Sheet

Term: September 15, 2020 through September 14, 2023
Payment Terms: Net 30

In case of any conflict between the City's documents and the contractor's documents, the City's documents shall prevail.

Approved by the City:

Sailaja Kurella, Acting Director
Office of Contract Administration

Approved by the Contractor:

Authorized Representative
Kalee Woo

COMPANY INFORMATION

Name of Company:	IBEX Enterprises dba RDI
Address:	747 Front Street
City, State, Zip:	San Francisco, CA 94111
Contact:	Kalee Woo
Telephone Number:	425-602-7119
Fax Number:	415-777-0941
24-Hour Emergency Number:	415-602-7119
Email:	Kalee.woo@rdi-sf.com
Payment Terms:	Net 30
Federal Tax I.D. Number:	68-014317
PeopleSoft Supplier ID:	0000012282
PeopleSoft Contract ID:	1000019174

AWARD SHEET

This contract is for Aggregates 2 and 3 of the TC 96001 A Solicitation and covers the following items only, at the discounts and prices indicated:

Item	Description	Volume Pricing	Discount
1	Knoll Office Seating	$ 1.00- $ 500,000.00	63.5%
2	Knoll Studio Seating	$ 1.00- $ 500,000.00	59%
3	Knoll Rockwell Seating	$ 1.00- $ 500,000.00	60%
4	All other Knoll Seating	$ 1.00- $ 500,000.00	50.5%
5	Knoll System and Tone/Kstand Series	$ 1.00- $ 500,000.00	80.25%
6	Knoll Calibre and Extra Series	$ 1.00- $ 500,000.00	65%
7	Knoll Rockwell Series	$ 1.00- $ 500,000.00	60%
8	Knoll Studio Series	$ 1.00- $ 500,000.00	59%
9	Knoll Toboggan Series	$ 1.00- $ 500,000.00	63.5%
10	All other Knoll Ancillary Furniture	$ 1.00- $ 500,000.00	59%
11	Delivery & Assembly Seating and Ancillary Furniture, regular hours		$101.00 per hour
12	Delivery & Assembly, Seating and Ancillary Furniture nights and weekends		$135.00 per hour

Note: ALL “OR EQUALS” WERE APPROVED FOR BIDDING PURPOSES ONLY. THE END USERS (ORDERING DEPARTMENT) WILL MAKE THE DETERMINATION AS TO WHAT IS ACCEPTABLE FOR THEIR INDIVIDUAL PROJECTS.

CONTRACT PROPOSAL (Indefinite Quantity) SIGN AND RETURN THIS PAGE

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

96001A City Wide Furniture

Event # 4222

Bids will be due at **2 p.m.**, **Monday August 03, 2020**

Sign and return this page with your proposal. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Purchase Order; (3) City Purchase Order Release.

Name under which business is conducted: _____

If you are in the City's Supplier file, enter your supplier number: _____

If you are not in the City's Supplier file, enter the following:

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

E-mail address: _____

Print name: _____

Sign here: _____

Pre-bid Conference
PLEASE NOTE CHANGES
A pre-bid conference will be held via Teleconference on Tuesday June 21, 2020 from 10 am to 12
Please call into the conference using the following; (877) 810-9415, enter the code 7571618#
You will be added in as a participant

BID AND CONTRACT CONDITIONS

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Getting paid for goods and/or services from the City:

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.

2. Electronic payments are processed every business day and are safe and secure.

3. To sign up for electronic payments, visit https://sfcitypartner.sfgov.org/pages/index.aspx.

4. The following information is required to sign up:

   a. The enroller must be their company's authorized financial representative,
   b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
   c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
   d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

Terms Related to Bidding

1. When Bids Are Due; Bid Opening Procedures. Bids must be submitted before the time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the solicitation documents and in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

2. Alternates. When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves, the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use. Bidder is responsible for identifying any deviations from Purchasing's specifications.

3. Articles Furnished. Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. When a non-tested item is delivered, the department will request approval from DPW. If

the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. Place of Manufacture. No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

5. Condition of Article. Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

6. Samples. Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

7. FOB Point. F.O.B. destination in San Francisco, and any other location as required by the City, freight prepaid and allowed.

8. Price List Discounts. When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list in the format requested herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. **Bidder's price list discounts must remain firm during the term of the contract.**

9. Bidding on Separate Items and in the Aggregate. This bid opportunity contains three (3) aggregates: System Furniture, Seating, Ancillary furniture. Awards will be made by aggregate. Aggregates 1, 2 and 3 will each have their own awards. **Bidders must bid on all items within an aggregate to be responsive for that aggregate.**

10. Prices. Prices and or discounts quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

11. Awards; Rejection of Bids. Purchasing may make awards on one, some or all items in a bid. Purchasing reserves, the right to reject any and all bids.

12. Cash Discounts; Terms of Payment (Commodities and Equipment only). Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
- The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.

BID AND CONTRACT CONDITIONS

- The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check or the date of direct deposit into supplier's bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

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

Terms Related to the Contract

14. Inspection. All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

15. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

16. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, 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

BID AND CONTRACT CONDITIONS

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 attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

17. Failure to Deliver. If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

18. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of 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 Contract 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 Contract 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 Contract 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 Contract.

19. Default; Remedies. 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 Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract 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.

20. Termination for Convenience. 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. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

BID AND CONTRACT CONDITIONS

21. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

22. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract 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:

A. 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.

B. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. 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.

C. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events 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.

BID AND CONTRACT CONDITIONS

D. 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.

23. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

24. Nondiscrimination; Penalties

A. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

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

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

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply

fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

25. Local Business Enterprise Utilization; Liquidated Damages

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

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

26. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

BID AND CONTRACT CONDITIONS

27. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

28. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

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

30. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, 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 CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

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

BID AND CONTRACT CONDITIONS

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

33. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.

34. Bid Protests. Bid protests for purchases of Commodities shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

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

END OF BID AND CONTRACT CONDITIONS

GENERAL CONDITIONS

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

36. Contract Term. The contract period shall be for approximately thirty-six (36) months through to an end date of the thirty-six (36) month period.

37. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 9 years.

38. Toll-Free Telephone Number. A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

39. Cooperative Agreement. (Not used).

40. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations

41. LBE Ordinance. - To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly 'Human Rights Commission') by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD's home page is:

http://sfgov.org/cmd/

Click on the "14B Local Business Enterprise Ordinance" tab.

42. Claim for Preference- To claim preference under the LBE Ordinance, see Bid Questionnaire.

If Bidder is claiming LBE preference as a supplier, it must comply with Administrative Code Chapter 14B Rules and Regulations VI D - Criteria for Suppliers (2):

"*2) A supplier must have a direct relationship with manufacturers for the materials, equipment, and supplies for which they seek certification, demonstrating that:*

a) The supplier has an agreement with the manufacturer authorizing the supplier to distribute their products.

b) The supplier is able to provide a manufacturer's warranty."

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To comply, at the time of the bid, bidders must include proof of the required relationships as an authorized dealer. Failure to provide adequate proof may result in a nonresponsive determination.

43. LBE bid discount; brokerage services -

Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provider, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by the Contracts Monitoring Division. An LBE will be considered to be "regularly doing business", as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by CMD. No preference will be given to an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

44. LBE Subcontracting

A. Subcontracting to LBEs. Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts. "Good Faith Efforts" include but are not limited to the following:

(1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

(2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(3) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

(4) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(5) Providing interested LBEs with information about the scope of work.

GENERAL CONDITIONS

(6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(8) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

C. Examples of Subcontracting. The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(1) the products or services which the supplier in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(2) packing containers and materials used to ship the City's order;

(3) services of the carrier who delivers the City's orders;

(4) Pro rata share of LBE spending which is part of the suppliers' general and administrative expenses, if the supplier can show that the pro rata share can be reasonably allocated to this contract.

D. Reports. On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, the Contractor will provide CMD with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs and to meet the percentage goal.

E. CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

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

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

47. 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 in any way affect the right of the party to enforce such provisions thereafter.

48. Contractor's Default. If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

49. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

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

51. Reports by Contractor

Multi-year Term Contracts

Contractor shall comply with reporting requirements as specified in the Environmental Requirements (Attachment A) in addition to those specified herein.

On a quarterly basis, the contractor shall provide reports to Office of Contract Administration/Purchasing and the Department of the Environment for the duration of this contract. Contractor shall submit cumulative reports each subsequent quarter with a final report provided yearly. Reports will be due 15 days after the end of each quarter.

Deadlines for these reports are:

April 15 (for January 1 – March 31 quarter)
July 15 (for April 1 – June 30 quarter)

GENERAL CONDITIONS

September 15 (for July 1 – September 31 quarter)
January 15 (for October 1 – December 31 quarter)

Contractor shall:

- Submit sales reports of all products sold to the City quarterly using an Excel spreadsheet format**.**
- Contractor shall provide information in the City's spreadsheet accurately. Product specifications and/or information provided on its spreadsheet shall include product information provided in vendor's online shopping platform and manufacturer website. The Contractor shall accurately fill out the following sample columns for each purchase:
    a. Contractor
    b. Date of invoice
    c. Invoice number
    d. Purchase Order number
    e. City Department
    f. Customer First Name
    g. Customer Last Name
    h. Customer Email
    i. Customer Phone number
    j. Quantity
    k. Number of units per case
    l. Manufacturer List Price
    m. Percentage (%)discount
    n. Extended (City) price (excluding tax)
    o. Product category supplied by SF Department of the Environment
    p. Manufacturer
    q. Manufacturer's product name (fully spelled out)
    r. Product Number in Manufacturer Catalog (e.g., 12273)
    s. Link to product on manufacturer website
    t. SKU or Product Number in contractor's catalog
    u. Environmental attributes, if the product meets Environmental Specifications in Attachment A. Separate columns must be provided for, at minimum:
        ii. Applicable environmental certifications or standards (for example, Cradle to Cradle or BIFMA LEVEL.)
        iii. Indication if product is compliant with the environmental specifications in Attachment A

The reports shall be submitted in the Excel electronic format prescribed by the City. The prescribed electronic format will be completed by the contractor in its entirety, and returned to the City, at the end of each period. *The contractor shall report all items ordered by City departments and offices, whether or not they are part of this contract.*

Every quarter, the contractor will send an exception report with a list of discontinued items (if any) and their comparable recommended substitutes to the contract administrator. The exception list should include quantities used by order date. Samples may be required before any item substitution is agreed. If the City

rejects the recommended substitute, the contractor will be required to provide another substitute, until deemed acceptable.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org and howard.tevelson@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on USB drive and mailed to the address shown below with the term contract number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.
Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. 96001 A
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

52. Notice to Parties. All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

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

53. Subcontracting. Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

54. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. 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,

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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 Contract 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 Contract 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 Contract.

55. Severability. Should the application of any provision of this Contract 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 Contract 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.

56. Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

57. Contractors Unable to do Business with the City. Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.

58. Term Bid – Quantities. This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract. Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity. Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other suppliers when Purchasing determines, in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

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59. First Source Hiring Program

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

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

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

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

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

process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

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

(6) Set the term of the requirements.

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

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

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

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

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

E. Liquidated Damages. Contractor agrees:

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

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

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract

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

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

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

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

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

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60. Consideration of Criminal History in Hiring and Employment Decisions

A. 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. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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.

B. 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, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(D), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or

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will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

61. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office , or (c) a committee controlled by such elected official, or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

63. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic

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copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

64. Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

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

66. 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.

67. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

The following terms and conditions supplement the City's Bid and Contract Conditions and General Conditions.

68. Purpose. The purpose of this contract is to provide furniture for all City Departments, from and **Furniture Dealer/ Manufacturer team**, for when requirements arise. **A Furniture Dealer/ Manufacturer team is defined as one dealer bidding on one manufactuer's products**.There are three (3) Aggregates covered by this solicitation:

Aggregate	Furniture
1	Office Systems
2	Seating
3	Ancillary Furniture

69. Pre-Bid Conference. A Pre-bid Conference will be held as follows:

Location: **Via a conference call, call into**
(877) 810-9415 just before 10 am
Participants number 7571618 #

Date and Time: Tuesday June 21, 2020 at 10 am to 12 noon

Although not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

Note: Please bring/have a copy of this contract proposal for the Pre-Bid Conference.

It is requested that bidder's questions concerning this Contract Proposal be submitted by **email at least 48 hours prior to the date and time of the Pre-bid Conference and directed to:**

Howard Tevelson, Purchaser/Senior Purchaser
City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
E-mail: howard.tevelson@sfgov.org

Please reference Contract Proposal No. 96001 A Event 4222

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Bid Addendum will execute any change or addition to the

requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. **It is the responsibility of the bidder to check for any Bid Addendum and any other items posted, that will be posted on this Contract Proposal's Event page in the Supplier Portal.** ***The Event Number is 4222***

Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions. If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as part of the bid submission to ensure that all requirements are included in the proposal. Failure to include all addenda may result in your proposal not being considered. The City will assume no responsibility for oral instructions or suggestions.
If the City issues an Addendum after Bidder has submitted their bid, but prior to the Event end date, Bidder must retract their Bid, and resubmit their bid along with the newly issued Addendum.
Supplier Portal:

https://sfcitypartner.sfgov.org/pages/index.aspx

70. Specifications

See Environmental Specifications, Attachment A and Environmental Checklists B-1 and B-2,
Attachment C, Specifications, Work Station and Private Office Aggregate 1,
Attachment D1 and D2 Drawings for Aggregate 1,
Attachmenr E (Not Used)
Attachment F, Specifications for Aggregate 2 Seating,
Attachment G, Specifications for Aggregate 3 Ancillary Furniture,

71. Bidder's/Contractors Qualifications and Requirements

I. Minimum Qualifications.

MQ1. **<u>In order to receive consideration</u>, Bidder/Contractor must be the manufacturer or an authorized dealer and have in-depth technical knowledge with three (3) years of experience within the last six (6) years in the products covered by the contract. Bidders must attest to this in a letter on its company's letterhead. <u>The letter MUST be sent in with the bidders bid</u>.**

MQ2. If the bidder is bidding as an authorized dealer, the bidder must provide written certification from the manufacturer on the manufacturer's letterhead attesting to that fact. <u>Bidders MUST send in this letter with their bid.</u>

MQ3. **<u>Bidders must supply three (3) references with their bid</u>** as required on page 6 of 6 of the "Required information of all Bidders" below. These references should be from, where ever possible, another City, State or municipality which the bidder has done business, *and if possible, one should be from a San Francisco employee, preferably from a program manager that bidder's company has worked with in the past.* **<u>The references MUST be submitted with the bid.</u>**

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MQ4. Bidders must send an electronic copy of their manufacturers' products lines with current pricing on or before the bid opening date. In addition the bidders must send in their cut sheets for any and all products for Aggregates 2 and 3 being offered as an "or equal" . Both the catalogs and the cut sheets must be sent via a USB thumb. The USB thumb drive must be sent to the following: **San Francisco City Hall, Attention Howard Tevelson, 1 Dr. Carlton B. Goodlett Place, Room 430 Purchasing, San Francisco, CA 94102. The USB drive should be received at the stated location before the bid due date but no longer than three (3) days following the bid due date. *Note in the event all of the information does not fit on one drive please send one for the catologs and another for the cut sheets.***

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MQ5. Bidders who are submitting bids for Aggregates 1 and/or 2 must meet the Environmental specifications as noted in Attachment A and submit the following attachments for Aggregate 1 and Aggregate 2 ***with bid submissions by the deadline***. **Bidders MUST provide the Environmental information for both Attachments B-1 and B-2 with their bid submission.**

1. Aggregate 1: Attachment B-1 Environmental Checklist is required for one of the three products lines being offered that must meet the specifications. **Bidders must provide that environmental information and check list Attachment B-1 for only that one product line being proposed with the bid submission**.

2. Aggregate 2:, Attachment B-2 Environmental Checklist: bidders must be able to offer one seating product line that meets the Environmental specifications. ***The chairs do not have to be from the market basket that is being bid, but must be seating/chairs that will be available for purchase by city departments*. Enironmental *information for seating product line must be submitted with the Attachment B-2 with the bid submittiont.***

MQ6. **Bidders must submit with their bid a copy of their work product,** for each of the three product lines in Aggregate 1, **at both volume levels**, that shows how they arrived at the pricing for Aggregate 1. The work product is defined as, "should include manufacturer's list price, discount offered and final adjusted bid pricing". **Bidders MUST provide this information with their bid submission.**

II. Additional Bidder's Qualifications and Requirements.

A. Bidders who are bidding on Aggregate 1, System Furniture, will be required to bid on three separate products lines **from the same manufactuer**. **The System Furniture components must all be from the same manufacturer product line(s) for each of the three product lines bid, *at three different (good, better, best) price points.* Bidders will be allowed to bid different discounts on the different components parts within each of the three systems. Different discounts will be allowed for each component part, but the bidder must list each and every part within a product line even if it not required for this bid opportunity. (*See bid sheet for Aggregate 1)***

B. Bidders are required to meet or exceed the Environmental Specifications within this bid opportunity for one of the product lines for Aggregate 1 and one seating product line for Aggregate 2.

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C. Bidders should understand and accept that this bid opportunity is for bidding purposes only and although there should be awards issued, there may not be any immediate purchases made. There should, however, be purchases made as requirements arise within City departments. The sample six pack and private office being used for Aggregate 1 are only being used for bidding purposes. Those exact specifications may not ever be purchased by any city department. **Departments may purchase directly based on the discount percentages offered in this bid and/or request quotes based on the discount percentages bid on this opportunity from any and all parties who have been issued awards for this bid opportunity. For purchases in Aggregate 1, System Furniture, it will be highly recommended that larger projects be bid between multiple awardees as each project will differ in its scope and will have different amounts of hours for the Design and Project Managers.**

D. Bidders will be required to offer two* firm discounts based off the following cost volumes: for Aggregates 1, 2.and 3. The discounts offered will apply to any furniture within those product categories. Example: Task chairs will be represented by the market basket seating/chairs shown in the Bid Sheet for Aggregate 2, for bidding purposes, but all seating/chairs purchased by the City will be sold to the City at that same discount. The same will hold true for the ancillary furniture aggregate (Aggregate 3) as well. **All of the items WITHIN an Aggregate (Aggregate 1 Aggregate 2 and Aggregate 3) must be from the same manufacturer's product lines**.

1. * The total project value based on the manufacturer's list prices of $1.00 to $100,000.00,
2. * The total project value based on the manufacturer's list prices of $100,001.00 to $ 500,00.00,
3. **Note**: **Projects that exceed $500,000.00 will be negotiable, as long as the discount meets or exceeds the highest discount offered.**

E. Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (8:00 A.M. – 5:00 P.M.).

F. When an actual purchase order is issued, it may contain the requirement to dismantle and remove existing workstations or other furniture. If that requirement is requested, the bidder will be entitled to add the cost at rate of the prevailing wage, when agreed to by the ordering department.

G. The City may require Contractor to provide, within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer(s) they claim to represent, lines of credit with financial institutions for manufacturer(s) they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.

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H. **If bidder is not the manufacturer, bidder should furnish with its bid a manufacturer's written guarantee (on manufacturer's letterhead addressed to the City) that the manufacturer's warranty and service will be passed on to the City. Failure to provide this document within five (5) business days of notification may result in rejection of the bidder's bid.**

I. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested. Any false statements made by a bidder in their submitted bid or any related communication/clarification may result in the disqualification of their bid from receiving further evaluation and contract award.

J. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.

K. Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.

L. PREVAILING WAGE: in accordance with San Francisco Administrative Code Section 6.22(E), the Contractor and its subcontractors shall pay their installation and/ or workers to disassemble and remove furniture not less than the prevailing wage rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or
www.dir.ca.gov/DLSR/PWD

M. Contractor must be willing and capable of producing usage reports required under General Condition No. 51 of this contract.

N. All product materials and components shall be covered under the manufacturer's FF&E Warranty. Bidder should submit a copy of the manufacturer's warranty policy for furniture equipment, parts, and materials with their bid. Bidder should provide with their bid a copy of the manufacturer's written guarantee, on manufacturer's letterhead, addressed to the City, that the manufacturer's warranty and service will be passed on to the City, if the bidder is not the manufacturer. Letter must be signed by an authorized person for the manufacturer.

72. City Department's Responsibilities

A. Monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor' performance.

B. Inspect material received from Contractor immediately upon delivery and reject or return damaged or incorrect material for replacement at no extra charge or credit.

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C. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

D. Provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing to place orders with another Contractor.

73. Delivery

When there are actual purchases made, the following will apply including any additional requirements from City departments:

Contractor must comply with the following delivery requirements. Failure to comply with any or all requirements may result in Purchasing invoking General Condition 48, Contractor's Default Clause.

A. Delivery/ installation shall include all associated delivery/freight charges, F.O.B point of destination. Deliveries shall include all permits, delivery and handling charges, storage, pallets, loading, and unloading of all furniture, equipment, parts, and materials.

B. Prior to all deliveries, Contractor shall provide scheduled delivery dates to the ordering department. Any deliveries made without prior written approval and scheduling will be rejected by the department with no additional costs incurred.

C. Deliveries shall be made and accepted at the City location indicated by the ordering department between the hours of 8:00 A.M. and 5:00 P.M. There may be exceptions based on the situation and the requirements of each project. These times may change for different projects
.

D. Establish quality control measures, as applicable to department's operations, and provide documented reports to Purchaser and Contractor of any product defects or premature failures.

E. No substitutions will be allowed without a written request from the Contractor and a written approval by the ordering department.

F. Emergency deliveries shall be delivered by best means possible, at no additional cost to the City. Contractor shall notify the department of the estimated time of delivery.

G. Contractor shall notify the ordering department immediately if unable to deliver the items and/or quantity ordered. Contractor must notify and obtain approval from the ordering department prior to delivery of any back-ordered items. Department may reject back-ordered items at no additional costs incurred to the City.

H. All deliveries must include a packing slip and must provide the following information:

- Complete description including manufacturer's name and part number
- Quantity ordered
- Contract number and contract item numbers

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- Back-ordered items and amount back-ordered
- Date back-ordered items will be delivered

I. In the event that back-ordered items are delayed in excess of five (5) working days, the City reserves the right to reject partial shipment or cancel the item(s) ordered from the Contract, at no additional cost incurred to the City.

J. It will be Bidder's sole responsibility to become knowledgeable and investigate all factors relevant to delivery to the building, prior to each delivery. Such investigation shall include visiting the building site to verify dimensions and conditions pertaining to delivery. Necessary information which bidders must be familiar with includes, but is not limited to, knowledge of local traffic laws relative to delivery; location, time, availability and size of loading docks; layout of building and size of passage doors, location, dimensions, and weight capacity of elevators.

74. Price.

A. Bid discounts for furniture are to **be firm for the term of the contract**, from award date through the end of the term, including any extensions. Only discounts that appear on City Contract Proposal Bid Sheets will be considered. Bidders are required to submit, **with their bid**, current manufacturer pricing catalogs. Those current catalog prices must be firm for the first twelve months of the contract, a new price list/catalog can be sent in each twelve-month period on the anniversary date of the contract. **Bid discounts will be inclusive of all costs to the City, F.O.B. point of destination, excluding delivery/freight charges, and installation, and removal if required.** Bid prices shall also be exclusive of any Federal, State, local sales or use tax. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

B. Hourly prices bid for Project Manager, Design Manager. Delivery and Assembly, and Delivery and Installation must be firm for the first twelve (12) months of the contract.

C. The rate bid for Delivery and Installation for System Furniture, Aggregate 1 must be bid at a rate no lower than that of the current prevailing wage, and / or the at the time of the actual purchase. See below:

Prevailing Wage – In accordance with San Francisco Administrative Code Section 6.22(E), the contractor and its subcontractors shall pay their installation workers not less than the prevailing wage rate. rate for Modular Installers (Carpenters). The prevailing wage rates have been adopted by the San Francisco Board of Supervisors. These rates are available at:

www.sfgov.org/OLSE/ or www.dir.ca.gov/DLSR/PWD

75. Price Adjustment

A. The hourly rate for the Project Manager, Design Manager, Delivery and Assembly, and Delivery and Installation may be increased or decreased commencing on or after the end of the first

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twelve (12) month contract period and for each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.

B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. If approved, the price changes will be implemented with a contract amendment. No more than one price increase in any given 12-month anniversary period will be approved.

C. Such adjustment shall be equal to the percentage change (increase or decrease) of the base index indicated below, **from the Bid Due** date to the anniversary date of the Bid Due date. In succeeding years, if valid requests for price changes are received in a timely manner, subsequent price adjustments will be administered with new pricing effective on the anniversary date of the contract.

D. Requests for labor price increases under this contract must be supported by the following **Consumer Price Index (CPI)** as published by the U.S. Department of Labor, Bureau of Labor Statistics:

Series ID:	CUURS49O, CUSS49BSAO
Series Title:	All Item in San Francisco-Oakland, Hayward, all urban consumers
Area:	San Francisco-Oakland, Hayward
Base Period:	1982-84=100
Website:	www.bls.gov/cpi/

F. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases.

G. Price increase requests will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

H**.** **Example of Price Adjustment Calculation**:

PPI Group	Contractor's Bid Price	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change In Index	Adjusted Price
Widgets	$31.99	190.0	194.4	4.4	2.3%	$32.73

(Index at 12 Months) – (Index on Bid Due Date) = Change in Index

194.4 -190.0 = 4.4

(Change in Index) / (Index on Bid due Date) = Percent Change in Index

4.4/190.0 =.023 or 2.3%

(Percent Change in Index x Contractor's Bid Price) + Contractor's Bid Price = Adjusted Price

(.023 x 31.99) + 31.99 = <u>$32.73 Adjusted Price</u>

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76. Bid Evaluation. Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less applicable discount payment terms offered (see Bid and Contract Condition 12), less any applicable LBE preference (see General Conditions 41 through 43) and applicable sales tax adjustment (see Special Condition 77). Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Aggregate 1, System Furniture, will be evaluated based on the total project price and then weighted for the two-cost volume groupings. ***The evaluation for the total project will be based on the bidding of 6-six packs and one private office.*** Those groups will be for a value of $1.00 to $ 100,000.00 and for $ 100,001.00 to $ 500,000.00. The weighting will be as follows: $ 1.00 to $100,000 at forty (40) percent and the $ 100,0001.00 to $ 500,000.00 at sixty (60) percent. **To be evaluated, all three product lines must be from the same manufactuer**. **Bidders bidding on more than one manufactuer will be found non-responsive**. Bidders will be allowed to offer different discounts on the different component parts within a system. **Different discounts will be allowed for each component part, but the bidder must list each and every part within a product line even if it not required for this bid opportunity. (*See bid sheet for Aggregate 1).*** The price total of the projects will be the evaluation criteria.

Aggregate 2. Seating, the same as described in section 76.A, but with a weighting as follows: $ 1.00 to $100,000 at sixty (60) percent and the $ 100,0001.00 to $ 500,000.00 at forty (40) percent. **Bidders must offer one discount pricing for the entire a market basket of different seating and the total discounted prices of the total market basket will be the evaluation criteria. If the bidder can and wishes to offer a better discount on certain seating catagories, they may enter that information on the spaces provided on the bid sheet for Aggreagte 2. These discount wil not be evaluated but will become part of any award issued to that bidder. To be evaluated, all seating must be from the same manufactuer. Bidders bidding on more than one manufactuer will be found non-responsive**

Aggregate 3, Ancillary Furniture, the same as described in 76.A, but with a weighting as follows: $ 1.00 to $100,000 at sixty (60) percent and the $ 100,0001.00 to $ 500,000.00 at forty (40) percent. **Bidders must offer one discount pricing the entire market basket of different types of ancillary furniture and the total discounted prices of the total market basket will be the evaluation criteria. If the bidder can and wishes to offer a better discount on certain ancillary furniture catagories, they may enter that information on the spaces provided on the bid sheet for Aggreagte 3. These discount wil not be evaluated but will become part of any award issued to that bidder.To be evaluated, all ancillary furniture must be from the same manufactuer. Bidders bidding on more than one manufactuer will be found non-responsive.**

77. Adjustment of Bid Price for Sales Tax. In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

78. Award.

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A. In determining the award, Purchasing will take into consideration, but will not be limited, to:
   i. Price (evaluated)
   ii. Satisfactory review of bidders' qualifications.
   iii. Any other factors deemed pertinent

B. Aggregate 1

An award will be made to the three lowest priced, most responsive and responsible bidders in the aggregate as noted on the bid sheets. The City, at its discretion, plans to issue multiple awards up to three. For this aggregate, at the City's discretion, it may award up to two additional awards if they are within 20% of the lowest priced bid, to a maximum of five awards.. Bidders must bid on a total of three product lines, and at two volume price points for all three product lines for this Aggregate. Aggregate 1 will be weighted as stated in the bid proposal, Only one award will be issued for any one manufacturer's products. Only the lowest priced bid for the manufacturer's products will be considered.

C. Aggregate 2

An award will be made to the three lowest priced, most responsive and responsible bidders in the aggregate as noted on the bid sheets. Aggregate 2 will be weighted as stated in the bid proposal. This aggregate will be awarded based on the total of the market baskets and at two price points. Bidders must bid on all of the items within those two market baskets for this aggregate, failure to do so will result in a non-responsive bid. Only one award will be issued for any one manufacturer's products . Only the lowest priced bid for the manufacturer's products will be considered.

D. Aggregate 3

An award will be made to the three lowest priced, most responsive and responsible bidders in the aggregate as noted on the bid sheets. Aggregate 3 will be weighted as stated in the bid proposal, This aggregate will be awarded based on the total of the market baskets and at two price points. Bidders must bid on all of the items within those two market baskets for this aggregate; failure to do so will result in a non-responsive bid. Only one award will be issued for any one manufacturer's products . Only the lowest priced bid for the manufacturer's products will be considered.

79. Awarded Items. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the supplier is payment of deliveries made prior to the cancellation date. City shall give the supplier ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand,

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product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

80. Ordering. Items to be furnished under this contract shall be ordered through a release from the appropriate citywide contract by City departments during the effective period of the contract. All invoices for payments shall show the citywide contract number, complete description of item, quantity and contract price.

81. Payment. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. Payments shall be made by the City to Contractor in arrears, for **completed orders**, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

82. Additional Items. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20% or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

83. Not Used (Environment Code Chapter 5, Resource Conservation Ordinance).

84. Not Used (Bid Security).

85. Not Used (Performance Bond).

86. Not Used (Fidelity Bond).

87. Insurance- Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

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

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

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

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

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

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

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

C. Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to:

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

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

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

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

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

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

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

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

88. Failure to Execute Contract - Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

89. Not Used (Sweat Free Procurement).

90. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

91. Questions. Any questions, objections, or clarifications concerning the scope of services/specifications or requirements in this bid proposal must be submitted in writing, and emailed to howard.tevelson@sfgov.org and received no later than Friday **June 24, 2020 by5;00 p.m. PST** (Pacific Standard Time). by OCA. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

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92. Bid Submittal Instructions. Bids **must** be, submitted before the due time, and electronically uploaded into the City's PeopleSoft bidding portal https://sfcitypartner.sfgov.org/pages/index.aspx . Bids transmitted by fax or any other type of electronic mail will not be accepted. Manufactuer's price sheet must be sumitted via a USB thumb drive and sent to Howard Tevelson as already required in this bid opportunity.

Bids must be submitted electronically in the City's PeopleSoft system. Postmarks will not be considered in judging the timeliness of submissions. Bids transmitted by fax, in person, or any type of electronic mail will not be accepted. (except for the USB thumb drive)

This bid opportunity has Event ID No. 4222 OCA TC 96001 A City Wide Furniture

A. Upload **all required** Bid documents via the Supplier Portal:
   - **I.** Page 1 of the Contract Proposal **totally completed and signed.**
   - **II.** Environmental check lists AtachmentB1 and B2 with back up information.
   - **III.** "Bid Sheets" Attachments **must be kept in excel format**
   - **IV. Specifications on alternate items bid, if applicable for Aggregates 2 and 3**
   - **V.** Signed copies of all Bid Addenda
   - **VI. All other questionnaires pages and required forms**, completed and signed as needed, including but not limited to:
     1. Bidder Questionnaire
     2. Company Information Form
     3. Reference Information, including three (3) verifiable references
     4. Letter on company letterhead attesting to knowedge and experience in MQ1
     5. Letter on manufacturer's letterhead attesting to MQ2, if bidding as an authorized dealer
     6. Work Product (see MQ6)
     7.First Source Hiring Form.
   - VII. MAIL the USB thumb Drive containing manufactuers catalog pricing information and any and all cut sheets for alternates for Aggregates 2 an 3.

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, call or e mail:

Howard Tevelson_, Senior Purchaser

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END OF SPECIAL CONDITIONS