



Request for Proposals (RFP)

YBCA Boiler Replacements

RFP Released Date

June 6, 2024

Deadline of Bid Submission

July 8, 2024

Issued by:

**Yerba Buena Gardens Conservancy
750 Howard Street
San Francisco, CA 94103**

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YBCA Boiler Replacements

I. SUMMARY

The Yerba Buena Gardens Conservancy (“the Conservancy” or “YBGC”) is a 501(c)(3) civic non-profit organization established in July 2020 to program, operate, and manage Yerba Buena Gardens on behalf of the City and County of San Francisco.

The Yerba Buena Gardens (“the Gardens”) is two blocks of public parks located in the Cultural heart of San Francisco. The two blocks called Central Block 2 (CB2) were opened in 1993 and Central Block 3 (CB3) in 1998. Most of the HVAC Equipment on both blocks are still the originally installed equipment so it’s very old and some are not properly working. Part of the Conservancy’s management of the park includes Capital Improvements.

The purpose of this Request for Proposals (RFP) is to invite qualified, licensed Design/Build contractors to submit proposals to our organization.

The Conservancy is currently looking to replace with equivalent units, old and not properly working two boiler units located in the Yerba Buena Center for the Arts (YBCA) Mechanical room of the Visual Arts Center at Central Block 2 (CB2) of the Yerba Buena Gardens.

II. PROJECT DESCRIPTION

The project’s scope of work includes but is not limited to:

Replacement of two (2) Outdoor Gas Fire Boilers located in the Mechanical room of the Yerba Buena Center for the Arts (YBCA) Visual Arts Center

- There are two existing outdoor gas fire boilers, B-1 & B-2 (Bryan, CL150-W-150-GI-CU), installed in the year 1992. They are very old and not working properly, these boilers will be replaced with an equivalent boiler.
- The Design/Build Contractor shall provide the complete boiler package conforming to the building heating requirement.
- The Design/Build Contractor shall verify all the control requirements of the existing BMS with the building engineer.
- The new boilers shall be placed in the same locations as the existing ones. All the exiting hot water piping, control valves, pressure switches, temperature sensors, flow switch, pot feeder, expansion tank, and manual air vent shall be replaced with new ones.
- The existing electrical service shall be reused.
- Coordinate and install the work of this section with related or adjacent work specified under other sections of the specifications.
- The existing gas service including gas train shall be reused.

This is a “**turnkey**” project, thus the Design/Build Contractor shall provide all items necessary for a complete, safe, fully functional system as described herein including all design, permit, inspections, procurement, demolition, disposal, tools, scaffolding, crane operation, installation, site protection, public safety implementation, signage, labor, training, testing, commissioning and supervision, also all mechanical, electrical, plumbing, structural, fire alarm, controls, ceiling work etc., even though they may not be specifically enumerated.

III. **IMPORTANT DATES AND SUBMISSION PROCESS**

A. **Important Dates**

ALL BIDS MUST BE RECEIVED BY YBGC NO LATER THAN 5:00 PM ON WEDNESDAY, JULY 8, 2024

RFP Released	June 6, 2024
Pre-Bid Meeting	June 17, 2024; 10:00 AM
Request or Information (RFI) Due	June 21, 2024; 5:00 PM
RFI Responses Due	June 27, 2024; 5:00 PM
Deadline of Bid Submission	July 8, 2024; 5:00PM

The contract will be executed within five (5) days of the selection announcement.

General procedures for the Bids

- **A mandatory pre-bid job walk will be held beginning at 10:00 a.m. on June 17, 2024**, at the Yerba Buena Gardens, 750 Howard Street, San Francisco, CA. At this job walk, members of YBGC's staff will be available to answer questions pertaining to the Contract Documents, Specifications, and workforce requirements. The job walk should take approximately one hour. **Attendance at the Pre-Bid job walk is mandatory**, to assure that Bidders are familiar with the property and infrastructure, bid documents, project scope, and contract requirements.
- All questions and requests for approved equals or additional RFP information must be in writing via e-mail on or before the date and time as shown above. All addendums, responses and additional information will be distributed to all list of bidders. YBGC reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be directed to the Project Contract Officer, Angelo M. Ferreras at: aferreras@ybgardens.org
- Submission of bids shall be sent via e-mail with the Subject line "YBCA Boiler Replacements", on or before the Bid due date to the Project Contract Officer, Angelo M. Ferreras at: aferreras@ybgardens.org

ALL BIDS MUST BE RECEIVED BY YBGC NO LATER THAN 5:00 PM ON FRIDAY, JULY 8, 2024 , BIDS RECEIVED AFTER 5:00 PM ON JULY 8, 2024, WILL NOT BE ACCEPTED

CONTRACT STRUCTURE

The contract will be based on the City and County of San Francisco Yerba Buena Gardens Conservancy contract and the Contractor's total grand bid price.

MINIMUM QUALIFICATIONS

YBGC may reject the bid of any Bidder deemed not to possess the minimum qualifications to perform the required work. Contractor shall have the following qualifications:

1. An active (and not under investigation) Professional Contractor and sub-contractor Licenses registered in the State of California.
2. All Architect-Engineer (A-E) Services shall be performed by licensed Architects and Engineers registered in the State of California.
3. The individuals (foreman, journeyman, project leads, etc.) responsible for construction, assembly and/or installation in the field, shall have been continuously engaged in projects similar to that specified herein for a minimum of five (5) years, and shall have completed work on at least five (5) projects of this type, size and scope.
4. Contractor shall have previous experience in dealing with public service clients who make numerous program changes during the course of construction.
5. Contractor shall have at time of bid and continuously maintain throughout the project and warranty period a CA Contractor's license stipulated above and appropriate for the work in the project scope; and
6. Contractor shall secure insurance as stipulated in YBGC policies, found below.

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM REQUIREMENTS

The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. **BIDDERS MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>**

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

For more details and instructions regarding registration please visit:
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

SUBMISSION OF BIDS

A complete bid package shall consist of the following items, all of which must be submitted by each bidder:

1. Bid Form – Form #1
2. List of References – Form #2
3. Key Personnel Resume – Form #3
4. YBGC Requirements - Attachments #1 - #5.
5. Designation of Subcontractors and Sub-Bidders - Attachment #6
6. Non-Collusion Declaration – Attachment #7
7. Disclosure of Lobbying Activities - Attachment #8
8. Proof of DIR Registration

IV. AGREEMENT TO COMPLY WITH YBGC REQUIREMENTS

Each applicant shall acknowledge receipt and understanding of the following contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Bidder's Duty of Loyalty

Bidder for itself and its subcontractors, if any, agrees that unless approved in advance in writing by the YBGC, no present or former director, officer, employee, or consultant of the YBGC shall knowingly act for anyone other than the YBGC in connection with any particular matter in which the YBGC is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an YBGC director, officer, employee or consultant, whether through decisions, recommendations, advice, investigation or otherwise.

B. Limitations on Contributions

Bidder acknowledges the following, that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Bidder acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Bidder further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder. Additionally, Bidder acknowledges that Bidder must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Bidder agrees to provide to YBGC the names of each member of Bidder's board of directors; Bidder's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Bidder; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Bidder.

C. Nondiscrimination in Contracts and Benefits

Bidder shall complete "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101), Attachment #1, with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division. However, a Bidder that has received certification from the San Francisco Contract Monitoring Division regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with the policy and shall return and mark Attachment #1 with the notation "Certified by CMD" in its bid. For further information, see instructions contained in Attachment #1 or contact YBGC.

D. Minimum Compensation Policy and Health Care Accountability Policy

The City has adopted a Minimum Compensation Ordinance (San Francisco Administrative Code Chapter 12P), which requires covered employers to provide covered employees with specified minimum compensation. In addition, the City has adopted a Health Care Accountability Ordinance (San Francisco Administrative Code Chapter 12Q), which requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health or make a payment in lieu of such benefits to the City's Department of Public Health.

The Bidder shall either submit a completed Minimum Compensation Ordinance (MCO) Declaration Form (Attachment #2) and Health Care Accountability Ordinance (HCAO) Declaration Form (Attachment #3) or state its intent to comply with these Ordinances, to the event applicable.

E. First Source Hiring Ordinance

City has adopted a First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83), which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. The Bidder shall comply with First Source Hiring Ordinance requirements in the performance of the Contract, to the extent applicable.

F. Disclosure Questions

Each Bidder shall complete Attachment #4, Disclosure Questions, and submit the completed form as part of its bid.

G. Statement of Compliance with YBGC Policies and Certification of Bidder

The Contractor shall certify under penalty of perjury under the laws of the State of California that all the information provided in its bid is true and correct (Attachment #5).

V. ADDITIONAL TERMS AND CONDITIONS

A. Professional Service Agreement

The selected Bidder will be required to enter into a Professional Service Agreement with Yerba Buena Gardens Conservancy ("YBGC") using YBGC's Form Services Agreement. The contractor will be required to comply with all of the provisions of the Professional Services Agreement, including but not limited to, YBGC's policies and provisions regarding indemnification, insurance, prevailing wage provisions and other Special provisions.

B. Award or Rejection of Bids

Award will be made or bids will be rejected by YBGC within a reasonable time after bids have been opened. YBGC may reject any and all bids and may reject a bid of any party who has been delinquent or unfaithful in any former Contract with YBGC. Also, YBGC reserves the right to waive any irregularities or informalities in any bid or in the bidding procedure. If an award is made, it shall be made to the most responsible Bidder with a positive track record. All Bidders shall be notified of the award.

C. Bid Protest Procedures

Copies of the complete bid protest procedures are available at the office of the Contract Officer. Failure to comply with any of the requirements set forth in YBGC's written bid protest procedures may result in rejection of the protest.

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered by the Bidder prior to the advertised bid due date, shall be filed in writing with the Contract Officer, not later than five calendar days prior to the bid due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Staff shall respond to the protest with a written determination prior to the bid due date.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised bid due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Contract Officer, within five days of postmark, faxed date, or other form of notification of YBGC's notice of Contract award recommendation. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

The Contract Officer shall work through YBGC to reach a determination regarding Bid Protests that meet the above requirements. The Contract Officer shall notify the Bidder of Bid Protest.

Determinations prior to issuance of YBGC's Notice of Contract Award Recommendation. YBGC will make final determinations regarding bid protests and will not provide an option to appeal.

D. Approved Equal Requests

It is understood that specifying a brand name or specific types of components, equipment, and/or processes in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying YBGC of any inappropriate brand names, or types of components, equipment, and/or process that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Bidder may, at its option, use any equipment, material, article, or process which, in the judgment of YBGC, is equal to that designated. To do so a Bidder shall furnish, at its own expense, all test results, technical data and background information required by YBGC in making the determination as to whether the proposed equipment, material or article or process, in the judgment of YBGC, is equal to that designated. This shall be submitted on Form-4, Request for Approved Equals included in these Solicitation Documents.

YBGC shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material, or process, and its decision shall be final.

E. Bidder's Waiver

The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Specifications. The Bidder shall warrant that it has checked its bid for errors and omissions; that the prices stated in its bid are correct, and as intended by it, and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Solicitation Documents. The Bidder waives any claim for the return of its Bidder's Security if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the Contract.

F. Liquidated Damages and Force Majeure

TIME IS OF THE ESSENCE IN THIS CONTRACT. The YBG-CB3 HVAC replacements are essential to the operations of the public facilities under this proposal. The Contractor candidate selected and YBGC may specify through service contract a penalty payment paid to YBGC for each and every day that the Contractor fails to provide the required services by the completion date or as mutually agreed at the beginning of a project.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the schedule for completion or the required response time for delays caused by force majeure, such as acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes, including requests by YBGC, deemed by YBGC to be beyond the reasonable control of the Contractor, provided Contractor notifies the YBGC Representative in writing of the causes of delay within five calendar days from the beginning of any such delay. The YBGC Representative shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

G. Non- Collusion Certification

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham, collusive, or made in the interest or on behalf of any person therein named. The Bidder also represents that it has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder.

H. Interest of Personnel

By submitting a bid, the Bidder represents and warrants that to the best of its knowledge, no director, officer or employee of YBGC or the City and County of San Francisco is in any manner interested directly or indirectly in the bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Title 1, Division 4, Chapter 1, Article 4 (commencing with Section 1090) or Title 9 (commencing with Section 81000) of the Government Code of the State of California.

I. Insurance

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 17, YBGC and the CCSF shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability:
 - a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
 - b. For contracts involving demolition or construction or during phases involving demolition or construction: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).

(4) Professional Liability Insurance: \$2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by YBGC. At the option of YBGC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to YBGC, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to YBGC guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The "The Yerba Buena Gardens Conservancy, the Department of Real Estate of the City and County of San Francisco, and the City and County of San Francisco and each of their respective commissioners, directors, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to YBGC, the City and County of San Francisco and their respective commissioners, members, officers, directors, agents, and employees. Any insurance or self-insurance maintained by YBGC, the City and County of San Francisco and their respective commissioners, members, officers, directors, agents or employees shall be in excess of Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to YBGC, the Department of Real Estate of the City and County of San Francisco, and the City and County of San Francisco and their respective commissioners, members, officers, directors, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YBGC.

(5) Contractor hereby grants to YBGC a waiver of any right to subrogation which any insurer of said Contractor may acquire against YBGC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not YBGC has received a waiver of subrogation endorsement from the insurer.

(6) If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise approved by YBGC.

G. Verification of Coverage. Contractor must furnish YBGC with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by YBGC. All certificates and endorsements are to be received and approved by YBGC before work commences. YBGC reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

J. Warranty of Title

The Contractor shall warrant to YBGC, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to YBGC or to its successor or assigns, is free from all liens and encumbrances.

K. Warranty

The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to the Technical Specifications and all other requirements of this Contract; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, YBGC does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the

Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

L. Antitrust Claims

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 12) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder."

M. Subcontracting

YBGC reserves the right to approve any subcontractor that is used under this Contract. The Contractor shall give its attention to, and be responsible for, the fulfillment of all terms of the Contract, and shall keep all Contract work under its control. Nothing in the Contract shall create any contractual relationship between YBGC and any subcontractor. The Contractor is fully responsible to YBGC for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not, without the prior written consent of the Contract Officer, substitute any subcontractor in place of any previously-approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to YBGC, the subcontractor shall be removed immediately upon the request of YBGC and shall not be employed for any future work under the Contract.

N. California Prevailing Wage Laws

This project includes public works as defined by Labor Code section 1720. Accordingly, the Contractor and subcontractor(s) are subject to California Prevailing Wage Laws when work under the Contract includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California Prevailing Wage Laws include all applicable sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2).

A. Prevailing Rate of Per Diem Wages (Prevailing Wage)

The Contractor and subcontractor(s) shall comply with Labor Code sections 1774 to 1780, inclusive.

The California Department of Industrial Relations' General Prevailing Wage Determinations: 2021-1 March 4, 2021 shall constitute the Prevailing Wage for the duration of the Contract. Copies of the determinations can be reviewed at YBGC's Office (750 Howard Street, San Francisco, California 94103). They can also be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

The Contractor shall post a printed copy of applicable prevailing wage determinations in a prominent place at the work site.

The Contractor and subcontractor(s) shall pay no less than the applicable Prevailing Wage to any worker performing Prevailing Wage Covered Work under the Contract for all work hours specified within of applicable prevailing wage determinations.

When, after investigation by YBGC or the California Department of Industrial Relations (DIR), it is established that a worker has been paid less than the applicable Prevailing Wage, the Contractor or subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable Prevailing Wage. In addition, the Contractor or subcontractor shall forfeit to YBGC a penalty of not more than \$200.00 for each underpaid worker for each calendar day, or portion thereof, during which underpayment has occurred. YBGC shall withhold Contract payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by YBGC or DIR that an underpayment has occurred. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

1. Future Wage Increases

Predetermined increases to the Prevailing Wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. YBGC will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the Prevailing Wage during the term of the Contract. The possibility of wage increases during the course of the Contract is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against YBGC with regard to the Contract.

B. Hours of Labor

The Contractor and subcontractor(s) shall comply with Labor Code sections 1810 through 1815.

The Contractor and subcontractor(s) shall recognize that eight (8) hours labor constitutes one (1) day's work. The Contractor and subcontractor(s) shall only permit a worker to work in excess of eight (8) hours in one (1) day and work in excess of 40 hours in one (1) week when that work is paid at no less than one and one-half (1½) times the Prevailing Wage basic hourly rate of pay.

The Contractor and subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Contract. The Contractor and subcontractor(s) shall make these records available for inspection by YBGC and by DIR's Division of Labor Standards Enforcement.

When, after investigation by YBGC or DIR, it is established work has been performed in excess of eight (8) hours in one (1) day or 40 hours in one (1) week without appropriate compensation, the Contractor or subcontractor(s) shall forfeit to YBGC a penalty of \$25.00 per day for each affected worker. YBGC shall withhold Contract payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by YBGC, or DIR that overtime work has not been appropriately compensated. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.

C. Certified Payroll Records (CPRs)

Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. The Contractor and subcontractor(s) shall comply with Labor Code section 1776 and Title 8 of the California Code of Regulations section 16400.

YBGC shall withhold Contract payments due or estimated to be due to the Contractor or subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that YBGC has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the contractor or subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until YBGC provides notice that the subcontractor has cured the delinquency or deficiency.

The Contractor and subcontractor(s) shall maintain CPRs for a period of three (3) years following the completion of the Contract.

1. Content of CPRs

The Contractor and subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or subcontractor in connection with the Contract.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a) The information contained in the payroll record is true and correct.
- b) The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all of the abovementioned parts.

2. Timely Submission of CPRs

The Contractor and subcontractor(s) shall submit one (1) CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within one (1) calendar week from the last day of the Contractor's or subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within 30 calendar days from the end of the work week.

3. Additional Requests for CPRs and Other Payroll Records

The Contractor's and subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations section 16000, shall be available for inspection at all reasonable hours at the Contractor's or subcontractor's office, and copies thereof shall be provided by the Contractor or subcontractor on the following basis:

- a) Upon request of an employee or the employee's authorized representative.
- b) Within ten (10) calendar days of a written request from YBGC or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten (10) calendar days, the Contractor or subcontractor shall forfeit to YBGC a penalty of \$100.00 per worker for each calendar day or portion thereof that copies are not provided. YBGC shall withhold Contract payments from the Contractor equal to the amount of any accrued penalties. Withheld Contract payments shall be released in accordance with Labor Code sections 1742 through 1743 and 1771.6.
- c) Upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either YBGC or the DIR's Division of Labor Standards Enforcement. If the records have not been provided pursuant to paragraph (b) above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

Any copy of records made available for inspection as copies and furnished upon request to the public or YBGC, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

The Contractor shall inform YBGC of the location of CPRs, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section.

In the event that the Contractor fails to comply within the 10-day period, he/she shall, as a penalty, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor

Standards Enforcement, such penalties shall be withheld from progress payments then due.

4. Submittal of Payroll Records via Online System

The Contractor and subcontractor(s) shall submit all CPRs via the YBGC online submittal system (<http://lcptracker.com>), unless otherwise required by YBGC. Access to this online submittal system is provided by YBGC free of charge to the Contractor and subcontractor(s). Any optional interface desired by the Contractor (such as an automated payroll system interface) with the online submittal system shall be at the sole expense of the Contractor.

1. Apprenticeship Requirements

Labor Code section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and any subcontractor(s) with Labor Code sections 1777.5 through 1777.6 and the regulations of the California Apprenticeship Council related to the employment of apprentices. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code section 1777.7. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

The Contractor and subcontractor(s) shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this contract in a craft or classification deemed to be apprentice-able within applicable prevailing wage determinations:

- 1) Before the start of Contract work, the Contractor and subcontractor(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Contract work. Completion and submission of Form(s) DAS-140 may constitute sufficient notification. Form DAS-140 can be found at <http://www.dir.ca.gov/DAS/DASForm140.pdf>. Information on apprenticeship programs can be found at <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>.
- 2) During Contract work, the Contractor and subcontractor(s) shall employ apprentices in a ratio of not less than one (1) apprentice hour of work for every five (5) hours of journeyman work. The Contractor and subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the 1-to-5 ratio.
- 3) For every hour of journeyman and apprentice labor, the Contractor and subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the

DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

The Contractor and subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:

- 1) The worker is registered as an apprentice with the DAS and the contractor has obtained written proof of his or her registration.
- 2) The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the contractor has obtained written proof of his or her registration.
- 3) The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which he or she is training.

2. Wage Kickbacks and Worker Registration Fees Prohibited

The Contractor and subcontractor(s) shall comply with Labor Code sections 1778 through 1779.

The Contractor and subcontractor(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Contract.

The Contractor and subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Contract, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Contract.

3. Worker's Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor code.

Prior to commencement of work, the Contractor shall sign and file with YBGC, a certification in the following form:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

O. Indemnity

The Contractor shall indemnify, defend, and keep and save harmless the Yerba Buena Gardens Conservancy (YBGC) and the City and County of San Francisco and each of their commissioners, directors, officers, employees, representatives, agents, successors, and assigns against all suits or claims that may be based on any injury to, or death of, any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this

Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees, unless the injury was caused by the willful misconduct or the sole or active negligence on the part of YBGC, its agents, officials or employees. The Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom. If any judgment shall be rendered against YBGC in any such action, or if any settlement is reached to resolve the whole or a portion of such action, the Contractor shall at its own expense satisfy and discharge the same. Termination or expiration of the Contract shall not affect the Contractor's duty to indemnify, defend, and keep and save harmless for suits or claims accruing during the Contract period.

P. Federal Provisions-Community Development Block Grant/HUD Contracting Requirements

This project may be financed in whole or in part with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program income. Therefore, to the extent applicable, Contractors shall comply with federal contracting requirements as articulated below.

a. Davis Bacon and Related Acts

Contractor agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5). The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. (See section 18 for information on prevailing wage determinations). The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

b. Copeland "Anti-Kickback" Act

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor agrees to prohibit from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Contract Work Hours and Safety Standards Act

Contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). As applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers require Contractors to agree to the provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer based on a standard 40-hour work-week. Work in excess of the standard work-week is permissible provided that the worker is compensated at a rate of not less than one and a half times the

basic rate of pay for all hours worked in excess of 40 hours in the work week. Under 40 U.S.C. 3704, each contractor agrees that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. Clean Air Act and Federal Water Pollution Control Act

As applicable to all contracts in excess of \$150,000, contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

e. Energy Policy and Conservation Act

Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

f. Debarment and Suspension

By submitting a bid, Contractor declares that it is not debarred, suspended, or otherwise listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” Contractor declares that it is eligible to enter into a contract that received federal financial assistance.

g. Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award of \$100,000 or more shall file the required certification (form attached as Attachment #8) pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

h. Solid Waste Disposal Act

Contractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) that contain the highest percentage of recovered materials practicable; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. Compliance with Housing and Urban Development (HUD) Section 3

Section 3 (24 CFR Part 135) is a provision of the U.S. Department of Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires Contractor, to the greatest extent feasible, to provide job training, employment, and contracting opportunities for low-income Section 3 residents in connection with this project. All types of

employment opportunities should be made available to low and very low-income persons, including permanent employment and long-term jobs.

In addition, Contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff. Note: a Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages Contractors to continue hiring Section 3 residents when employment opportunities are available. In the performance of this contract, Contractor agrees, to the greatest extent feasible, to comply with the requirements of HUD Section 3 by making efforts to hire Section 3 residents for 30 percent of its new hires, when such positions are available; and subcontracts 10 percent of the value of the contract to Section 3 business concerns, when subcontracting opportunities are available.

Section 3 residents are defined as follows:

- Public housing residents; or
- Persons who live in San Francisco MSA and who have a household income that do not exceed 80 percent of the median family income for the area (see <https://www.hudexchange.info/resource/3679/hud-income-limits/>).

Section 3 business concerns are defined as a business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

Contractor shall comply with Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135):

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

Q. PROTECTION OF PROPERTY

The Contractor shall exercise every precaution to ensure that no injury or damage occurs to public or YBGC persons, property or any existing structure as a result of its operations. Should any injury or damage occur, by or through any of the Contractor's operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to YBGC. The Contractor will provide barricades or other safeguards around work areas. Work areas will be cleaned at the end of each day and trash will be removed and disposed of off- site in a manner consistent with applicable codes and regulations.



BID FORM

PROJECT: YBCA Boiler Replacements

BID SUBMITTED TO: Angelo M. Ferreras
Project Contract Officer
Yerba Buena Gardens Conservancy
750 Howard Street, San Francisco, CA 94103
Email: aferreras@ybgardens.org

SCHEDULE OF BID PRICES

GRAND TOTAL BID PRICE : Based on project scope and contractor responsibilities. (Lump Sum Cost)	\$
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BID FORM
(Page 2)

BID SUBMITTED BY:

Executed on _____, 2024

Name of Firm		
Signature of Authorized Representative		
Print Name of Authorized Representative		
Title		
Address of Firm		
City	State	Zip Code
Phone Number	Email Address	

LIST OF REFERENCES

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS: _____
VALUE OF WORK PERFORMED _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS: _____
VALUE OF WORK PERFORMED _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS: _____
VALUE OF WORK PERFORMED _____

4. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON
TO CONTACT _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS: _____
VALUE OF WORK PERFORMED _____

5. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON
TO CONTACT _____
AREA CODE/PHONE # (_____) _____
EMAIL ADDRESS: _____
VALUE OF WORK PERFORMED _____

KEY PERSONNEL RESUME

A key personnel resume shall be completed and provided to YBGC for each of the Contractor's two Journey level service technicians.

PROPOSED POSITION TITLE _____

EMPLOYEE'S NAME _____

CURRENT POSITION WITH THE BIDDING FIRM: _____

TIME IN CURRENT POSITION (Years, Months): _____

RESPONSIBLE FOR THE WORK OF _PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB

WORK EXPERIENCE (Past 5 Years in Chronological Order):

<u>Date / From - To</u>	<u>Job Title</u>	<u>Company Name</u> <u>Address</u>	<u>Immediate Supervisor / Telephone #</u>
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____

APPROVED EQUAL FORM

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST! COPY THIS FORM AS NEEDED.

Submitted by _____ (Company Name)

YBGC requires that all prospective bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1.
 - a. Approved equal is being requested for _____, to be used in place of _____ (list technical specification or other reference number, [e.g., page TS-11, title, subsection, item]).
 - b. page no. _____
 - c. Section Number and Heading _____

2. Description of approved equal request/substitution: _____

3. Product purpose _____

4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____

5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):
 - A.

Company Name _____

Street Address _____

City/State/Zip Code _____

Area Code/Telephone No. (_____) _____

Name of Contact Person _____

 - B.

Company Name _____, Street _____

Address _____

City/State/Zip Code _____

Area Code/Telephone No. (_____) _____

Name of Contact Person _____

 - C.

Company Name _____, Street _____

Address _____

City/State/Zip Code _____

Area Code/Telephone No. (_____) _____

Name of Contact Person _____

6. List the benefits and any other reasons why YBGC should approve this request for approved equal/substitution: _____

7. **Attach pertinent test data, technical data, and background information on the approved equal/substitution request.**



ATTACHMENT #1

**CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION**

**S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C
DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS**

(CMD-12B-101)

The Equal Benefits Ordinance prohibits the City and County of San Francisco from contracting with vendors that discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and between the domestic partners and spouses of such employees.

- *Domestic Partners are same-sex and opposite-sex couples registered with any state or local government agency authorized to perform such registrations.*
- *Domestic partnerships and marriages may only be verified to the same extent and in the same manner. For example, waiting periods to qualify for benefits must be the same for domestic partners and spouses. Domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.*

INSTRUCTIONS

STEP 1 Obtain a Vendor Number

- If you have already been issued a vendor number by the City & County of San Francisco, go to Step 2.
- To obtain a vendor number, contact Vendor File Support: vendor.file.support@sfgov.org or (415) 554-6702.

STEP 2 Complete this 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits form (CMD-12B-101)

STEP 3 Obtain the necessary supporting documentation

- Most recent legal verification of employee count/firm structure, for example, a W-3 Form, DE 1 Form, DE 9 Form or an annual San Francisco Payroll Expense Tax Statement.
(Please redact confidential employee information.)
- A copy of a memorandum that has been distributed to your firm's employees detailing the firm's compliant nondiscrimination and domestic partner benefit policies. An example of a memorandum that includes all required confirmations is provided with this form and on the Contract Monitoring Division website.
Note: the memorandum is not a substitute for fully compliant incorporation of domestic partner language in all benefit policies. Please contact the Contract Monitoring Division prior to distribution of the memorandum if you have questions.

STEP 4 Submit the 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits form (CMD-12B-101) and all supporting documentation to:

- cmd.equalbenefits@sfgov.org or
Contract Monitoring Division, 30 Van Ness Avenue, Suite 200, San Francisco, CA 94102-6020

◆ Section 1. Vendor Information

Name of Firm: _____

Name of Firm Contact Person: _____

Phone: _____ Ext.: _____

E-mail Address: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S. (Do not count yourself): _____

Are any of your employees covered by a collective bargaining agreement or union trust fund?

Yes No

Union name(s): _____

DATE & TIME RECEIVED BY CMD
(FOR CMD USE ONLY)

◆ Section 2. Compliance Questions

Question 1. Nondiscrimination – Protected Classes

- A. Does your firm agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person’s membership in the following categories? YES NO

Please note: a **YES** answer is required for compliance.

Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual orientation, Gender identity (transgender status), Domestic Partner status, Marital status, Disability, AIDS/HIV status, Height, Weight

- B. Does your firm agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? YES NO

Please note: you must answer this question even if you do not intend to enter into any subcontracts, and a **YES** answer is required for compliance.

Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners, and for the Spouse or Domestic Partner of an Employee

Questions 2A and 2B should be answered **YES** even if your employees pay some or all of the cost of spousal or domestic partner benefits.

- A. Does your firm provide or offer access to any employee benefits? YES NO
(If your firm does not have employees, answer **NO**)

- B. If you answered “Yes” to 2.A, are all of the benefits equally available to employees with domestic partners and employees with spouses? YES NO
(If your firm does not have employees, answer **NO**)

If you answered YES to either or both Questions 2A and 2B, please continue to Question 2C.

If you answered NO to both Questions 2A and 2B, please complete Section 3.

- C. Please check all benefits that apply to your answers above and list in the “Other” line any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as dependent life insurance.

BENEFIT	Available to Employees	Available to/Affects Domestic Partners	Available to/Affects Spouses
• Health Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dental Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vision Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Retirement (Pension, 401(k), IRA, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relocation and/or Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Firm Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Dependent Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Short-Term/Long-Term Disability Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Accidental Death & Dismemberment Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other (Please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other (Please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Firm Name _____

D. Please **initial** all statements below that apply to your firm. **Please note:** *in addition, a YES answer is required for compliance.*

- Domestic partners are defined as same-sex couples and opposite-sex couples registered with any state or local registry and verify their relationship in the same manner as spouses. YES NO
- A memorandum detailing our firm's domestic partner policies has been distributed to employees. YES NO
- The employee handbook includes domestic partner language wherever spouses are referenced. YES NO
- The children of domestic partners are explicitly included in all policies that recognize stepchildren. YES NO
- All insurance plans contain language that recognizes spouses and domestic partners equally. YES NO
- All retirement, 401(k) and similar plans explicitly provide the same distribution choices for spousal and domestic partner or nonspousal beneficiaries. YES NO

Note: If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (CMD-12B-102) with all necessary attachments, and have your application approved by the Contract Monitoring Division. For more information, see the Rules of Procedure or contact the Contract Monitoring Division.

COMPLIANCE AUDITS AND REQUIRED DOCUMENTATION

The City and County of San Francisco regularly audits firms to verify that the answers on this form are complete and accurate.

Please see the [Chapter 12B Equal Benefits Documentation Guide](#) for a detailed description of compliant documentation.

To be certified under Chapters 12B & 12C you must submit proper documentation confirming that your firm has already fully implemented equal benefits for employees with spouses and employees with domestic partners, and between the spouses and domestic partners of such employees. In addition to a compliant CMD-12B-101 Declaration, you must submit legal verification of your firm's employee count and a copy of your compliant memorandum to employees that explains your firm's nondiscrimination and domestic partner benefit policies. *Note: the memorandum is not a substitute for fully compliant incorporation of domestic partner language in your firm's benefit policies.* You may also be required to provide benefit documentation to verify that your firm does not discriminate in the provision of benefits. Such documentation may include your employee handbook and confirmations from your insurance, union and retirement documents. Failure to offer benefits in accordance with the San Francisco Chapter 12B Equal Benefits Ordinance may result in suspension of your firm's compliance status, financial penalties and/or the inability to contract with the City and County of San Francisco.

◆ Section 3. Execute this CMD-12B-101 Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____ in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

► **Submit this form and supporting documentation to:** Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-6020, or to CMD.EqualBenefits@sfgov.org or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: www.sfgov.org/CMD.

☎ **For assistance**, please contact the Contract Monitoring Division at 415-581-2310.

EXAMPLE OF 12B COMPLIANT MEMORANDUM TO EMPLOYEES

[FIRM LETTERHEAD]

To: All [Firm Name] Employees
 From: [Firm Representative Name, Title]
 Re: Domestic Partner Benefit Policy
 Date: [Date]

[Firm Name] does not discriminate based on the following protected categories:

Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual Orientation, Gender identity (transgender status), Domestic Partner status, Marital status, Disability, AIDS/HIV status, Height, Weight

[Firm Name] offers the following employee benefits equally to employees with spouses and employees with domestic partners, and to the spouses and domestic partners of such employees [List all benefits provided by firm]:

- Health Insurance - [List each carrier]
- Dental Insurance - [List each carrier]
- Vision Insurance - [List each carrier]
- Retirement - [List each type of plan, for example, Pension, 401(k), 403(b), Simple IRA]
- Bereavement Leave
- Family Leave
- Parental Leave
- Employee Assistance Program
- Relocation and/or Travel
- Firm Discount, Facilities & Events
- Credit Union
- Child Care
- Dependent Life Insurance - [List each carrier]
- Short Term and/or Long-Term Disability Insurance - [List each carrier]
- Accidental Death & Dismemberment Insurance – [List each carrier]

Domestic partners are defined as same-sex and opposite-sex couples who are registered with any state or local government domestic partner registry. Any requirements for proof of relationship or waiting periods for domestic partnerships are also applied to marriages. Domestic partner registry certificates are accepted as fully equivalent to marriage certificates.



**CITY & COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION**

CHAPTER 12B EQUAL BENEFITS DOCUMENTATION GUIDE

Each benefit policy must include domestic partners and their children where spouses and stepchildren are referenced.

Blanket statements regarding your firm's general domestic partner policy in a separate part of the employee handbook are insufficient.

Benefit Type	Guidelines	Standard Documentation
Health Dental Vision Dependent Life Long-term Disability Long-term Care Accidental Death & Dismemberment Business Travel Accident Personal Travel Accident	<p>Insurance confirmations must explicitly define Domestic Partners as “same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry.”</p> <p>In addition, it must be confirmed that any requirements for proof of relationship for domestic partnerships are also applied to marriages. For example, domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.</p> <p>Insurance policies that provide continuation coverage to spouses and stepchildren must specify that COBRA-like continuation coverage is available to domestic partners and their children.</p> <p>Pre-tax benefits may not comply.</p>	<p>Acceptable: the cover page, eligibility section, and other relevant sections (such as the COBRA section) of the Basic Plan Document, or you may submit a letter or email message from the insurance carrier (contact us for an example).</p> <p>Unacceptable: letters from brokers, enrollment forms, invoices, Summary Plan Descriptions.</p>
Retirement (Pension, 401(k), etc.)	<p>Plan documents must confirm that the distribution options are the same for spouse and non-spouse or domestic partner beneficiaries (not who can be a beneficiary, but how the money is distributed upon the employee's death).</p>	<p>A copy of the cover page and the distribution section of the Summary Plan Description or Basic Plan Document of your 401(k) or pension or savings plan(s). If you have a prototype plan, please include the Adoption Agreement.</p>
Bereavement Leave Family Leave Family Medical Leave Military Caregiver Leave Military Exigency Leave Parental Leave Relocation and Travel Discounts, Facilities & Events	<p>Where the term "spouse" is used, the term "domestic partner" must be included.</p> <p>The definition of "immediate family" must be defined in the bereavement policy and if it includes in-laws, the equivalent members of a domestic partner's family must be explicitly included. <i>An example of a compliant definition is: the employee's spouse or domestic partner; a parent, child, or sibling of the employee, spouse or domestic partner; and the spouse or domestic partner of the employee's parents, children, or siblings.</i></p> <p>Federal law does not prevent recognition of domestic partners or their children in the FMLA and Military policies.</p>	<p>A copy of your employee handbook policies.</p> <p>When the term "Domestic Partners" is defined in an employee handbook, the following definition must be used: "same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry." Domestic partners may not be required to prove their relationship (for example, with an affidavit) or subject to waiting periods unless a firm provides proof that spouses are subject to the same requirements. Domestic partner registry certificates must be recognized as fully equivalent to marriage certificates.</p>
Employee Assistance Program Credit Union	<p>References to spouses must include references to domestic partners or household members.</p>	<p>A brochure or letter from the provider or policy from the employee handbook.</p>
Child Care	<p>References to spouses must include references to domestic partners.</p> <p>Pre-tax benefits may not comply.</p>	<p>A brochure or letter from the provider.</p>
Union	<p>Separate documentation must be submitted for benefits administered through collective bargaining agreements.</p>	<p>Unions that recognize domestic partners have usually prepared a 1-page statement that is available upon request. If a union doesn't recognize domestic partners, call the Equal Benefits Unit at 415-581-2310 for assistance.</p>
Other	<p>If your firm offers other benefits, please specify what they are on the 12B Declaration and provide documentation.</p>	<p>Varies; call the Equal Benefits Unit at 415-581-2310 for assistance.</p>

ATTACHMENT #2

CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE, MAYOR

GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR



Minimum Compensation Ordinance (MCO) Declaration

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

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

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

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

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

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

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

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

Where to Send this Form. Mail: Vendor File Support, City Hall, Room 484, San Francisco CA 94102. Fax: (415) 554-6261 Email: vendor.file.support@sfgov.org

Declaration

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

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

Signature

Date

Print Name

City Vendor Number (if known)

Company Name () Phone

Federal Employer ID #

ATTACHMENT #3

CITY AND COUNTY OF SAN FRANCISCO

**GENERAL SERVICES AGENCY
OFFICE OF LABOR STANDARDS ENFORCEMENT
PATRICK MULLIGAN, DIRECTOR**



Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

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

Where to Send this Form. Submit this form via San Francisco’s centralized vendor portal sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1

Declaration

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

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

Signature

Date

Print Name

Bidder/Supplier # - if known

Company Name

(_____) _____
Phone

Federal Employer ID #

ATTACHMENT #4**DISCLOSURE QUESTIONS**

Instructions: Please respond completely to each question listed below using the space provided. Use a separate sheet of paper, if necessary. Please state “No” or “None” or when appropriate. Do not leave a question blank or state “N/A.”

If the applicant¹ is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

1. Has applicant ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which applicant is a general partner. If so, please describe the circumstances including dates and current status.

Answer: _____

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against applicant or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations. If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations.

Answer: _____

3. Are there any prior or pending administrative complaint/hearing against, or any debarment or suspension of, or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant’s affiliated corporations, partnerships in which applicant is a general partner, or other business entity. If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status.

Answer: _____

4. Has applicant or its wholly owned subsidiaries ever filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.

Answer: _____

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant’s affiliated corporations or partnerships in which applicant is a general partner, or other business entity, with any YBGC director, officer, or employee or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.²

Answer: _____

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the Disclosure Questionnaire is true and correct.

Date: _____ Signed: _____

¹ For the purposes of this RFQ, the term “applicant” shall mean and refer to the respondent to this RFQ regardless of legal form. Thus, applicant applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

² In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest over \$2,000; real property interest over \$2,000; other source of income within 12 months before the decision over \$500; gift or intermediary for donor of gift within 12 months - \$250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.

ATTACHMENT #5

**STATEMENT OF COMPLIANCE WITH YBGC REQUIREMENTS
AND POLICIES & CERTIFICATION OF APPLICANT**

Applicant(s) _____ agrees to comply with all of YBGC's requirements and policies, including but not limited to insurance and indemnification requirements found in this IFB.

Applicant(s) hereby certifies that is in good standing with federal, state, and local regulatory bodies, and is authorized to conduct business and provide the goods and/or services requested in this IFB.

The undersign hereby certifies under penalty of perjury under the laws of the State of California that the foregoing statements and all information provided in Applicant's proposal in response to this IFB are true and correct.

Date: _____

Signed: _____

Print Name: _____

Title: _____

ATTACHMENT #6**DESIGNATION OF SUBCONTRACTORS**

Pursuant to Public Contract Code Section 4100-4114, Bidder shall list the name, location of the place of business, and California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in an amount in excess of one-half of 1 percent of the Contractor's total bid. Bidder shall specify the portion of work that will be done by each subcontractor and shall list only one subcontractor for each portion of work.

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference to Contract Items	Subcontractor's License No.

(Bidder to attach additional sheets if necessary)

ATTACHMENT #7

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Print Name): _____

(Signature): _____

(Title): _____

(Company Name): _____

ATTACHMENT #8
DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: _____ CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



April 3, 2024

**REPLACEMENT OF THE TWO
OUTDOOR GAS FIRE BOILERS
FOR VISUAL ART CENTER AT
YERBA BUENA GARDENS.**

1.01 DESCRIPTION

A. General:

- These Design/Build performance specifications convey the design criteria and system requirements for the replacement of two outdoor gas fire boiler systems for the Visual Art Center building located in Yerba Buena Garden. They establish the minimum requirement of boiler system to provide the heating of the building for obtaining competitive pricing from multiple contractors. The final design shall reflect the criteria and requirements contained in this document.
- Preferred equipment manufacturers are listed in these guidelines for your consideration.
- Proposed system designs shall be optimized to minimize capital expenditures.
- The Design/Build Contractor shall visit the site and review all project criteria and specifications to be familiar with the project requirements.

B. Work Included:

- There are two existing outdoor gas fire boilers, B-1 & B-2 (Bryan, CL150-W-150-GI-CU), installed in the year 1992. They are very old and not working properly, these boilers will be replaced with an equivalent boiler.
- The Design/Build Contractor shall provide the complete boiler package conforming to the building heating requirement.
- The Design/Build Contractor shall verify all the control requirements of the existing BMS with the building engineer.
- The new boilers shall be placed in the same locations as the existing ones. All the exiting hot water piping, control valves, pressure switches, temperature sensors, flow switch, pot feeder, expansion tank, and manual air vent shall be replaced with new ones.
- The existing electrical service shall be reused.
- Coordinate and install the work of this section with related or adjacent work specified under other sections of the specifications.
- The existing gas service including gas train shall be reused.

C. Work Related:

- The alarm system and all electrical connections to the work of this Section will be provided under Electrical Work.

1.02 DESIGN CRITERIA

A. Design Conditions:

- Supply water temperature: 190°F.
- Return water temperature: 160°F.
- Input: 1500 MBH.
- Output 1200 MBH.
- Minimum gas pressure supply: 7" WC.

B. Existing Boiler B-1 & B-2 information:

- The two (2) boilers are located on the roof of the building.

- The two (2) boilers are set on the roof pads.
- Manufacture & Model: Bryan, CL-150, Input: 1500 MBH, Output: 1200 MBH

Photos of B-1 & B-2:



View of boiler B-1.



View of boiler B-2.



View of 18" gas vent duct.



View boilers set on the roof pad.



Boiler name plate.



View of boiler gas vent through wall.

1.03 ENGINEER OF RECORD

- The Contractor shall be the engineer of record and shall prepare all drawings, calculations, and specifications in sufficient detail for approval by the Owner, the local building department and any additional entity as indicated herein. Drawings and specifications shall be sealed and signed by the Mechanical Engineer registered in the State where this project is located.
- The design and construction of this facility shall incorporate engineering principles and practices which shall ensure the new boiler systems meet the objectives of the project in a reliable, flexible, and environmentally sound manner.
- During the design phases the Owner and/or their representative will review the proposed design at 30, 60 & 90% design intervals and provide additional input as required.

1.04 ECONOMIC ANALYSIS

- A. The Contractor shall provide, as a part of the design services, appropriate economic studies required to deliver a cost-effective engineering design.

1.05 CODES AND STANDARDS

A. Standards:

The system design shall conform to the latest adopted edition of all applicable local, state, and national codes, regulations, and laws, which are applicable to the work being undertaken, and those laws dealing with occupational safety and health:

Sheet Metal & Air Conditioning Contractors National Association, Inc. (SMACNA).
 California Mechanical Code (CMC).
 California Plumbing Code (CPC)
 California Electrical Code (CEC).
 International Conference of Building Officials, California Building Code (CBC)
 National Fire Protection Association (NFPA).
 National Electric Code (NEC).

B. Jurisdictional Agencies:

The system shall conform to the requirements of the state and/or local Fire Marshal; these requirements will be basically the same as above, modified to suit local conditions and rulings.

C. Qualifications of Installers:

This work shall be performed by a firm licensed to install the new boiler systems such as that specified herein; the installing firm must also be regularly and currently engaged in the installation of such systems.

1.06 SAFETY AND INDEMNITY

A. Safety and Indemnity:

- Safety: The Contractor shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. No act, service, drawing review or construction review by Owner, or their consultants is intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- Indemnity: The Contractor will hold harmless, indemnify and defend the Owner, the Architect, their Consultants, and each of their officers, employees and agents from any and all liability claims, losses, or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner, the Architect, and their Consultants, and each of their Officers, employees and agents.

1.07 PRODUCT REQUIREMENTS

A. Materials:

- Contractor shall furnish and install induced draft, low pressure, copper tube hydronic boilers, gas-fired with compact dimensions to suit field conditions, as manufactured provided on design drawings.
- Unit shall be supplied with Category 3, double wall, type B vent flue system as manufactured by metalbestos, and with sidewall vent cap as manufactured recommended, UL listed for this application.
- The vent system shall be gastight, with all seams and joints sealed with silicone sealant or adhesive tape having minimum temperature rating of 400 deg F. Use at least three corrosion resistant screws at each slip joint. Vent material shall be UL type 304, or 316, or 294-C stainless steel, 26 gauge minimum. The boiler vent collar shall be fastened to the

vent pipe of the same diameter, with rustproof metal screws no longer than ½" and sealed with high temperature silicone sealant (500 deg F rated), 3M #433. Attach a vertical pipe at least 12" high to the boiler outlet before the first horizontal run, and horizontal runs shall be supported at 3 feet intervals. The horizontal flu event shall pitch ¼" per foot from vent hood terminal to boiler connection.

- Boiler shall be supplied with integral induced draft fan, pressure relief valve, hot surface pilot ignition, slide out burner tray, temperature/pressure gauge at outlet, temperature gauge at inlet, vent pressure safety switch, flame rollout safety switch, 24v control transformer, and 20-year warranty. Unit shall be AGA certified, with maximum working pressure of 30 psi, and factory tested at 60 psi, and designed/certified for placement on combustible floor.

B. Boilers:

- RBI, Futera Series.
- Bryan Boilers.
- Laars.
- Lockinvar.
- Raypack.

1.08 CONTRACTOR REQUIREMENTS

A. Conditions at Site:

- A site visit is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner and to the complete satisfaction of the Owner.
- Examine the areas, conditions, and status of other work contiguous or connecting to the work to be performed; ensure that the time of installation is coordinated with other work.
- Portions of this work may involve connection to existing work, facilities, or utilities ties and may require interrupting shutdowns of same. Carefully plan, coordinate, and execute such work so that any interruptions will be kept to a minimum in time and occurrence. Submit request for shutdown plan no less than (7) working days prior to requested start date and begin shutdowns only after receiving written approval from the Owner.

B. Substitutions

- Equal approval.

C. Unit Prices:

- Provide in bid unit prices for adding or deducting each unit of equipment or device specified in project.

D. Permits:

- Obtain and pay costs of all permits, royalties, and applicable fees required for work as described in project documents.

E. Submittals:

- Format: Bound in an 8 1/2" x 11" folder or binder with a table of contents listing Specification Section and paragraph number.
- Submittals should consist of detailed shop drawings, specifications, "catalog cuts" and data sheets containing physical and dimensional information, performance data, electrical and mechanical characteristics, materials used in fabrication, material finish and should clearly indicate those optional accessories which are included and those which are excluded.
- Each submittal should be labeled with "unit #" and should be accompanied by a cover letter or should bear a stamp stating that the submittal has been reviewed by the Contractor and is in compliance with the requirements of the Contract Documents. Cover

letters shall list the items and data submitted.

- Special Tools: All special tools for proper operation and maintenance of the equipment shall be indicated in the submittal and delivered to the Owner at the project completion.

F. Operating and Maintenance Manuals:

- Manuals shall be submitted which contain the following:
 - a) Description of the system provided.
 - b) Handling, storage, and installation instructions.
 - c) Detailed description of the function of each principal component of the systems or equipment.
- Operating procedures:
 - a) Pre-startup activities required.
 - b) Startup.
 - c) Normal operation.
 - d) Emergency shutdown.
 - e) Normal shutdown.
 - f) Trouble shooting guide.
- Control and alarm features:
 - a) A schematic of all control systems.
 - b) A written sequence of operation.
 - c) A list of all controllers operating set points.
 - d) A listing of all settings for alarms and shutdown systems.
 - e) Other associated electrical drawings

END OF SECTION