REQUEST FOR PROPOSAL

Solicitation #18-050-RFP-0005-1

Carpentry Supplies II

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

June 11, 2018

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1 SECTION I - Request for Proposals

1.1 INTRODUCTION

The Housing Authority of the City and County of San Francisco (Authority) is soliciting proposals (RFP) from qualified firms (Contractor) to provide materials and supplies for its carpentry needs (Supplies). The Authority maintains a number of residential and business properties throughout the City of San Francisco and regularly needs Supplies for repairs, modernizations, etc. While the Authority schedules maintenance and modernization work, repairs are usually on an emergency basis and not always predictable and thus the Authority cannot estimate with any accuracy the quantity of items it will require during the contract term. Therefore, the Authority intends to award one, possibly two one (1) year indefinite delivery contracts with options for up to four (4), one (1) year extension to fulfill its Supplies needs.

1.2 AGENCY INFORMATION

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Since its inception, the Authority's Conventional Public Housing Department had grown to include over 40 developments located throughout San Francisco and currently has 14 developments after it converted the majority of its properties under the Rental Assistance Demonstration (RAD) process in 2015 and 2016.

In 1974, the Housing Choice Voucher Program (formerly "Section 8") was introduced to the Authority. Over 10,000 individuals and families have been served through the Housing Choice Voucher Program.

The Authority currently services over 20,000 individuals in the following programs:

10,299 Housing Choice Vouchers
2,541 Low-Income Public Housing Units (including 756 HOPE VI Units)
1,052 Moderate Rehabilitation Units

1.3 SCOPE OF SERVICES

The Authority is seeking Contractor(s) to provide proposals for its Supplies needs. A summary of the most commonly used items is provided as an attachment in this solicitation which will also serve as the bid proposal form. Proposals must include the Contractor’s comprehensive assortment for the Supplies it is submitting a proposal to provide. Additional information for the Supplies is provided in the Specifications Section of this solicitation document.

Brands and model numbers are used for specification reference only and are not intended to limit consideration of an approved equal or equivalent item unless otherwise stated due to a proprietary or sole source concern. Whenever Supplies are defined by describing a proprietary product or by using the name or model of a manufacturer or vendor, the term "or other units considered to be equivalent", shall be implied. The specific Supplies described shall be understood to indicate the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner to exclude products of comparable design, efficiency or quality. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

If a brand or model other than the one specified is offered, a complete descriptive information of the offered Supplies must be included with the proposal. Supplies being proposed as an equivalent must be available for inspection and evaluation by the Authority. All samples must be provided within five (5) working days of the request at no cost to the Authority. Samples may be returned to the Contractor upon request at Contractor's expense. The determination of an equivalent or approved equal is at the sole discretion of the Authority. If the Contractor takes no exception to specifications of referenced data, brand names, models, etc. Contractor must provide the Supplies as specified. The Contractor shall note any deviations, including manufacturer and/or model, from the specifications in writing and shall submit those specifications as alternates.

The Supplies Price Schedules (Contractor's Price Proposal) can be found in Section 2.8.

1.4 PRICING

The Authority will award a contract(s) based upon a variety of factors including, but not limited to such consideration as the lowest overall proposal, Contractor's responsiveness, if the offer is responsible, unit price consideration, what is in the best interest for the Authority, etc. and not on price alone. In determining the lowest responsive and responsible offer(s), the Authority will consider price, compliance with the RFP documents, delivery requirements, suitability of product, maintenance and operations costs, warranties, availability of Supplies, past performance of the Contractor and other factors contributing to the overall costs (both direct and indirect), related to the Supplies, compliance to the Authority's MBE/WBE policies and goals, Section 3 Compliance, etc. The Authority may award contracts to the most responsive and responsible Contractor that provides the "Best Value" to the Authority. Compensation shall be paid based upon the actual quantities of Supplies received by the Authority. If unable to award as a package, the Authority will evaluate each proposal and may award alternate awards. This is

NOT an all or nothing award. Contractors may submit a proposal for as little as one item or submit for all of the Supplies solicited.

1.5 SUBMITTAL DEADLINE

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

Interested respondents shall submit one (1) proposal marked "Original", four (4) proposals marked "Copy", and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box prior to **2:00 PM on July 10, 2018.**

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

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins
2. Shall be properly bound.
3. Tabbed between sections
4. Delivered in sealed envelopes/boxes clearly labeled with the RFP Number, RFP name and the name of the submitting firm.

Proposals must be addressed and delivered to:

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

The last date for submitting questions regarding this solicitation is ***June 25, 2018 by 2:00 PM.*** *All questions must be submitted in writing to procurement@sfha.org.*

Pre-Bid Conference (Non-Mandatory):

When: **N/A**
Where: **N/A**

1.6 TECHNICAL EVALUATIONS

Organization:

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

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

TAB 1. FIRM'S EXPERIENCE & PAST PERFORMANCE

Provide a brief narrative of the primary firm and any sub-contractor proposed in the response. You must provide the following:

1) Name of firm
2) Ownership type
3) Year established
4) Office/Store locations
5) Number of employees
6) Description of firm's core business lines
7) Principals

Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm's experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort.
Along with this, provide at least three Contractor selected references for the most recent jobs that are similar, particularly with public sector entities. Provide the point of contact name, telephone number and type of references.

TAB 2. FIRM'S PROJECT MANAGEMENT AND APPROACH

Describe your firm's project management methodologies and approach to the scope of work.

Describe your firm's approach for communication between the firm and the Authority Staff and its Board of Commissioners

TAB 3. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

The proposal must contain information demonstrating the organizational structure and qualifications of Contractor's key personnel including relevant experience in the field of discipline and public housing operations. The proposal may include consultants.

The Authority reserves the right to approve or decline any proposed, or during contract term, Key Personnel.

TAB 4. MBE/WBE PROGRAMS

Provide a detailed plan of how your company intends to meet the Authority's Affirmative Action Program and outreach for MBE/WBE.

TAB 5. SECTION 3 COMPLIANCE EFFORTS

Provide a detailed plan on your strategy for complying with Section 3 requirements. Section 3 compliance can be satisfied through either the hourly hire component or Section 3 Scholarship fund.

TAB 6. ADDITIONAL VENDOR PROVIDED INFORMATION

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

TAB 7. CERTIFICATIONS/ACKNOWLEDGEMENT

a. Submit a complete FORM HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract (SECTION II – 2.1)
b. Submit the Solicitation, Offer, and Award
c. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
d. Certify that you acknowledge and will adhere to the Immigration and Naturalization Act.

TAB 8. AFFIRMATIVE ACTION FORMS

a. MBE/WBE Participation (SECTION II – 2.3)
b. Section 3 Estimated Project Work Force Breakdown (SECTION II – 2.4)
c. FORM 1, Work Force on This Job (SECTION II – 2.5)
d. FORM 2, Permanent Work Force (SECTION II – 2.6)

1.7 COST PROPOSAL EVALUATIONS

Provide the following submittal requirements in a separate package marked **"SUPPLIES PRICE SCHEDULE"**. The Supplies Price Schedule must comply with the requirements outlined in section 1.4 of this RFP. Attach additional pages if necessary. Any pertinent documents related to cost should be included in the package.

The contractor will be responsible for all production costs and charges incurred for materials for the services specified in the Section 1.3 Scope of Services.

NOTE: SUBMIT YOUR SUPPLIES PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE LABELED WITH YOUR FIRM'S NAME, THE SOLICITATION NAME AND NUMBER.

1.8 PROPOSAL EVALUATION CRITERIA/SELECTION PROCESS

Proposals will be ranked from the highest to lowest points scored taking into consideration the proposal content, other technical factors, references etc. The Authority will engage the highest ranked contractor to establish the terms for a contract. If it is unsuccessful in establishing a tentative contract, the Authority will move to the next highest qualifying contractor, so on and so forth until it exhausts all qualified contractors.

The evaluation process will consist of the following steps:

1. Written Proposals: All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals. Proposals will be evaluated by a committee of the Authority's staff based on the following weighting scale:

A.	Firms Experience and Past Performance	20%
B.	Experience and Qualifications of Key personnel	10%
C.	Pricing	60%
D.	MBE/WBE Participation	05%
E.	Section 3 Compliance Strategy	05%
	Total	100%

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

Evaluation Scale:	90% - 100%	Excellent
	80% - 89%	Good
	70% - 79%	Average
	60% - 69%	Poor
	0% - 59%	Very Poor

Minimum Qualifying Score: 70%

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

3. Selection: All applicants invited to participate in the oral interviews will be ranked after the interview process and the Authority may conduct negotiations with firms in the competitive

range. The Authority will enter into an Agreement with the firm providing the "Best Value" to the Authority.

1.9 PROTEST PROCEDURES

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

2. FILING THE PROTEST: The Protestor must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.

3. CONTENT OF FORMAL WRITTEN NOTICE: The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

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

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

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

   D. A concise statement of the ultimate facts alleged, as well as the Authority's policies which entitle the Protestor filing the protest to relief;

   E. A demand for relief to which the Protestor deems themselves entitled; and

   F. Any other information which the Protestor contends is material.

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

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

1.10 CONTRACT REQUIREMENTS

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

1. CONTRACT: Signing of the "Solicitation, Offer, and Award" by the Contractor and the Contracting Officer incorporated with the terms, conditions and clauses in this Proposal.
2. SCHEDULE OF PROJECT(S): The selected Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time period.
3. INSURANCE: The selected Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the RFP (SECTION III – 3.4, 11 – Insurance).
4. DRUG-FREE WORK PLACE: The selected Contractor must comply with the Federal Drug – Free Work Place Act.
5. SECURITY BADGE IDENTIFICATION REQUIREMENT: All employees of the selected Contractor will be required to obtain and wear security badges while on all Authority properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal fee, not-to-exceed $5.00 per badge. Badges must be obtained prior to commencing work on any Authority site.
6. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.
7. EQUAL EMPLOYMENT OPPORTUNITY: The selected Contractor and all its subcontractors shall comply with Executive Order 11246, as amended by Executive.

   Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
8. MBE/WBE STATUS: The Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Contractor and its subcontractors shall make every effort to perform outreach to and utilize such firms in this Project.
9. ANTI-KICKBACK ACT: The selected Contractor and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that

each contract sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The selected Contractor and all its subcontractors shall report all suspected or reported violations to the Authority.

10. SAN FRANCISCO HOUSING AUTHORITY AFFIRMATIVE ACTION POLICIES & GUIDELINES: The selected Contractor and all its subcontractors shall comply with the requirements of the Authority's Affirmative Action Policies & Guidelines. (San Francisco Housing Authority Summary of Affirmative Action Guidelines; SECTION III – 3.3)

11. SUBCONTRACTOR REQUIREMENTS: The selected Contractor shall assure that its sub-contractors comply with all applicable HUD regulations, and the Authority requirements.

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

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

2 SECTION II – Forms Required at Submission

2.1 FORM – HUD 5369 C

Certifications and Representations of Offerors--Non-Construction Contract

U.S. Department of Housing OMB Approval No: 2577-0180 (exp. 7/30/96)

2.2 FORM – SOLICITATION, OFFER, AND AWARD

SOLICITATION, OFFER AND AWARD

Contract Number	Solicitation Number	Type of Solicitation	Date Issued	PR #
	#18-050-RFP-0005-1	RFP: X IFB:	06/11/2018	

Issued by:	Address Offer to (if other than issuing office)
San Francisco Housing Authority	Procurement/Contracts Department 1815 Egbert Avenue San Francisco, CA 94124
Point of Contact:	**E-mail address:**
Solomon Gebala	procurement@sfha.org
	Telephone number:
	415-715-3123

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

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

Acknowledgement of Amendments:	Amendment No.	Date	Amendment No.	Date
The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated				

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

NAME, ADDRESS and EMAIL of OFFEROR (Type or Print)	NAME and TITLE of PERSON AUTHORIZED to SIGN OFFER (Type or Print)	FEDERAL ID NUMBER
TELEPHONE NUMBER	**SIGNATURE**	**OFFER DATE:**

AWARD (to be completed by SFHA)

AWARD AMOUNT: _____

SFHA Legal Department (Print Name)	Approved to form by Legal: (Signature)	Date:
Contracting Officer	**Signature**	**Award Date:**

2.3 FORM – MBE/WBE PARTICIPATION

MBE/WBE PARTICIPATION

NAME OF OFFEROR: _____

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

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

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

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

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

_____ _____
Signature of Authorized Representative Date

2.4 FORM – SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN

SECTION 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

JOB CATEGORY	TOTAL ESTIMATED NEW POSITIONS NEEDED FOR PROJECT	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Supervisor		
Professional		
Technical		
Office/Clerical		
Others		
TRADE:		
Journeymen		
Apprentices		
Trainees		
Others		
TRADE:		
Journeymen		
Apprentices		
Trainees		
Others		

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

NOTE: This document must be submitted with bid documents.

Company _____

Project Name _____

Project Number _____

Person Completing Form _____

Date _____

2.5 FORM 1 – WORK FORCE ON THIS JOB

FORM 1 –WORK FORCE ON THE JOB

CONTRACTOR:
JOB:
DATE FILLED OUT:

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

CRAFT MALE EMPLOYEES:		**HISPANIC NOT WHITE**	**ASIAN PAC ISLANDER**	**BLACK**	**AMERICAN INDIAN**	**CAUCASIAN**	**DISABLED**		**CRAFT FEMALE EMPLOYEES:**		**HISPANIC NOT WHITE**	**ASIAN PAC ISLANDER**	**BLACK**	**AMERICAN INDIAN**	**CAUCASIAN**	**DISABLED**
	Administrative									Administrative						
	Supervisory									Supervisory						
	Clerical									Clerical						
	Foreman									Foreman						
	Journeymen/Mechanics									Journeymen/Mechanics						
	Helpers									Helpers						
	Apprentices									Apprentices						
	Foremen									Foremen						
	Journeymen/Mechanics									Journeymen/Mechanics						
	Helpers									Helpers						
	Apprentices									Apprentices						
	Foremen									Foremen						
	Journeymen/Mechanics									Journeymen/Mechanics						
	Helpers									Helpers						
	Apprentices									Apprentices						
TOTALS									**TOTALS**							

2.6 FORM 2 – PERMANENT WORK FORCE

FORM 2 – PERMANENT WORK FORCE

CONTRACTOR:
JOB:
DATE FILLED OUT:

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

CRAFT MALE EMPLOYEES:		**HISPANIC NOT WHITE**	**ASIAN PAC ISLANDER**	**BLACK**	**AMERICAN INDIAN**	**CAUCASIAN**	**DISABLED**
	Administrative						
	Supervisory						
	Clerical						
	Foreman						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
	Foremen						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
	Foremen						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
TOTALS							

CRAFT FEMALE EMPLOYEES:		**HISPANIC NOT WHITE**	**ASIAN PAC ISLANDER**	**BLACK**	**AMERICAN INDIAN**	**CAUCASIAN**	**DISABLED**
	Administrative						
	Supervisory						
	Clerical						
	Foreman						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
	Foremen						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
	Foremen						
	Journeymen/Mechanics						
	Helpers						
	Apprentices						
TOTALS							

2.7 FORM – ACKNOWLEDGEMENT TO ADHERE TO THE IMMIGRATION AND NATURALIZATION ACT

ACKNOWLEDGEMENT TO ADHERE TO THE

IMMIGRATION AND NATURALIZATION ACT

_____ acknowledges to have read and will adhere
(Name of Firm)

to the **Immigration and Naturalization Act.** I have made this information available to all sub-

contractors participating in this project.

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

_____
Signature

_____
Date

2.8 FORM – SELF CERTIFICATION OF NON-DEBARMENT

SELF CERTIFICATION OF NON-DEBARMENT

This is to certify _____ involved with this work,
(Name of Firm)

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

_____
Signature

_____
Date

2.9 FORM – SUPPLIES PRICE SCHEDULE

Supplies Price Schedule
Carpentry

Firm:_____ Phone:_____

Address:_____ Email: _____

Contact:_____

	Order Summary (1 Year) Carpentry Supplies		Contractor Equivalent		
Line	Item	Ordered	Description	Unit	Price
1	QUIKRETE CONCRETE 80LB	1907			
2	EL&EL 1-5/8" DOUG FIR FULL ROUND	1,124			
3	EL&EL 1-5/8" DOUG FIR FULL ROUND	684			
4	4X8X1/2 CDX PLY 5 PLY STRUC 1	361			
5	4X8X1/2 ACX PLYWOOD ARAUCO	303			
6	ANCHOR SPIKE 1/4X2	300			
7	WEDGE-ALL 3/8X3-3/4	202			
8	7/16X1 3/8 PINE FJ ROUND EDGE ST	170			
9	USE P234PR 4/17	170			
10	2-3/8" TENSION BAND	140			
11	1/2 HEX NUT GALV	106			
12	3/8 CUT WASHERS	100			
13	ANCHOR ZAMAC 1/4X1.50"	100			
14	WEDGE-ALL 3/8X5 EA	100			
15	2/8 X 6/8 1 3/8 HC PRIME DOOR	87			
16	1/2 CUT WASHERS	75			
17	1/2-5 HEX BOLT GALV	75			
18	9/16x2-1/4 PRIMED PINE R.E CSNG 4/17	68			
19	2-3/8 POST CAP	66			
20	1/2X6 LAG SCREW	65			
21	LAG SHIELDS 1/2 L	64			
22	48" TENSION BAR	60			
23	DROP-IN ANCHOR 3/8 EA	59			
24	1-3/8"X10'6" TOP RAIL	58			
25	WEDGE-ALL 1/2X3-3/4 EA	52			
26	1/2 -5 HEX BOLT GALV	50			
27	1/2 CUT WASHER GALV	50			
28	1/2X20' GR 40 REBAR-1 PC	46			

29	SIMPSON H8	43			
30	QUICKRETE CONCRETE 80LBS.	42			
31	1-3/8" RAIL END	40			
32	4X8X3/4 WHITE BIRCH C2 SHOP PLY	36			
33	1-5/8"X6 LINE POST	35			
34	12" CARILON CEILING TILE	32			
35	1X6X10 P/P F/J V-RUSTIC C/R #793	32			
36	1X8X16 ADV. PLUS V-RUSTIC P/T#794	32			
37	112/3 WIRE	30			
38	12/3 BLK SJ CORD	30			
39	1-5/8 EYE TOP	30			
40	250' 12/3 SJEW WIRE	30			
41	BBPFT 24X24 3 SQ EDGE RUBBER PAD	30			
42	2X4X10 STD & BTR DF S4S GRN	28			
43	#4 1/2" REBAR CUR 36"	26			
44	1/2 X5 HEX BOLT	25			
45	2/4 X 6/8 1 3/8 HC PRIME D	25			
46	5/16X1 HEX BOLT	25			
47	BBPFT01522B 24X24 2 1/2 SQ EDGE RUB PAD	25			
48	BBPFT17525B 24X24 2 SQ EDGE RUBBER PAD	25			
49	1X4 MAPLE S4S 2/12	24			
50	2-3/8"X6' TERMINAL POST	24			
51	2X4X8 STD & BTR DF S4S GRN	24			
52	BIRCH	24			
53	SIMPSON BC4 Z-MAX	24			
54	2/8 6/8 1 3/8 HC PRIME DOOR	22			
55	2X4X12 D/F PT ACQ S4S	22			
56	30PC 6-1/2" TIE WIRE	22			
57	QUICKRETE FAST SET CONCRETE 60#	21			
58	1-5/8" POST CAP	20			
59	2/6 X 6/8 1 3/8 HC PRIME DOOR	18			
60	DL123 3V CAMERA BATTERY	18			
61	12-1/2 GA 4X50' CHAIN LINK	15			
62	2/8 X 6/8 HC PRIMECOAT	15			
63	2X4X8 D/F PT ACQ S4S	15			
64	BUBBLE PACK ASSORTED SCREWS	15			
65	4X4X10 DF PT .40 ACQ	14			
66	2X6X10 DF PT .40 ACQ	12			
67	3/0 X 6/8 1 3/4 SC BIRCH DO	12			
68	CLEAR SILICONE SEALANT	12			
69	#4 1/2 REBAR CUT 24"	10			

70	3/8 HEX NUT GALV	10			
71	3/8-1-1/2 HEX BOLT GALV	10			
72	4X6X10 DF PT .40 ACQ	10			
73	HARDWARE	10			
74	PROOF COIL CHAIN ZINC 3/8"	10			
75	20PC 5/16X1-1/4 CAR BOLT	9			
76	4X8X1/2 DRYWALL	9			
77	4X8X1/4 ACX PLYWOOD ARAUCO	9			
78	1 1/8X1 1/8 OAK OUTSID CRNR TALY	8			
79	15/8" FINE DRYWALL SCREW 1LB	8			
80	3/0 X 6/8 1 3/4 SB BIRCH DOOR	8			
81	3/8 COMPRESSION CAP	8			
82	4X8X1/2 XP WATERPROOF DRYWALL	8			
83	HEX DRIVER BIT	8			
84	QT SUMMER BAR/CHAIN OIL	8			
85	2/4 X 6/8 HC PRIME COAT	7			
86	1/2-3 HEX BOLT GALV	6			
87	1-1/2 CONDUIT HANGER	6			
88	3/0X6/8 1 3/4 BIRCH DOOR	6			
89	3/16 SQ BITS	6			
90	4"BLK NUMBER 2	6			
91	58"H/D BELTED SWING SEAT	6			
92	72" TENSION BAR	6			
93	SIMPSON EPCC44-16 Z-MAX POST CAP	6			
94	STAR BITS	6			
95	WEDGE-ALL 5/8X4-1/2 EA	6			
96	1/4 FLARE CAP	5			
97	1/4" HEX TO 3/8" SOCKET	5			
98	15/8" DRYWALL SCREW 1LB	5			
99	9GA TENSION WIRE	5			
100	CLEAR SILICONE SEALANT CASE	5			
101	RSS 10X2-1/2 HANDI-PAK	5			
102	100' 12G GALV WIRE	4			
103	17.5OZ AERO BEDBUG KILLR	4			
104	2/10 X 6/8 HC PRIME DR	4			
105	2/10 X6/8 1 3/8 HC PRIME DOOR	4			
106	2/2 X 6/8 1 3/8 HC PRIME DOOR	4			
107	2-1/2"DRYWALL SCREW 1LB	4			
108	2X4X16 STD & BTR DF S4S GRN	4			
109	3/0 7/0 1 3/4 SC BIRCH DOOR	4			
110	3PK HOT SHOOT FOGGER	4			

111	4" BLK NUMBER 0	4			
112	ASSORTED FASTENERS BRASS/SD/WASH	4			
113	BLACK SILICONE SEALANT	4			
114	BUBBLE PACK ASSORTED & STAINLESS ASST	4			
115	CHINESE BRISTLE 1'	4			
116	F64T6 CW BULB ELEVATOR	4			
117	PLASTIC WEDGE	4			
118	SHELF PEG	4			
119	SIMPSON ABU44 ZZ-MAX POST BASE	4			
120	SIMPSON PBS44AZ	4			
121	WAREHOUSE BROOM	4			
122	1 1/4 HEX DRIVE	3			
123	1/4" COBAL DRILL BIT	3			
124	1-1/2 HI LO LAMINATING SCREWS 1#	3			
125	12OZ WD40 LUBRICANT	3			
126	14"X.125X1 VALUE GRADE ALL PURPO	3			
127	18LB ESY SAND20 COMPOUND	3			
128	3" DRYWALL SCREW 1LB	3			
129	4" BLK NUMBER 1	3			
130	4" BLK NUMBER 7	3			
131	4"BLK NUMBER 6	3			
132	5/16" CLEVIS GRAB HOOK	3			
133	FREUD 6-1/2"24T SAW BLADE	3			
134	GAL AW32 HYDRAULIC OIL	3			
135	MILWAUKEE 1/2X6 SPADE BIT	3			
136	PALLET	3			
137	R4 10X2-1/2PRO PAK	3			
138	V2310 2 SINGLE HOOKS	3			
139	XXL.18 YEL POLY RAINSUIT	3			
140	1/2 WHITE PLASTIC 24 X 18" R/E	2			
141	1/2X6 SDS+ HAMMER BIT M4	2			
142	1/4 " HEX TO 1/2" SOCKET	2			
143	1/4"X100'POLY TWIST ROPE	2			
144	1000X3" CAUTION TAPE	2			
145	10W40 MOTOR OIL	2			
146	1-1/4 GALV. JOIST NAILS 1 LB	2			
147	16OZ TITEBOND II GLUE	2			
148	2" NUMBERS	2			
149	2"DRYWALL SCREW 1LB	2			
150	2/10 X 6/8 HC PRIME COAT	2			
151	2/2X 6/8 HC PRIME COAT	2			

152	2/8 C6/8 1 3/8 HC PRIME D	2			
153	2-1/2" RUST GUARD SCREW 1 LB	2			
154	2X6X12 DF .40 ACQ	2			
155	3/0 X 6/8 13/8 HC PRIME DOOR	2			
156	3/0 X 7/0 1 3/4 SC BIRCH DOOR RE/STYLE	2			
157	3/4" DEEP SOCKET	2			
158	3/8" FLARE CAP	2			
159	3/8" GALV ANCHOR SHACKLE	2			
160	4-1/2"40G CRNR FLAP DISC	2			
161	4-1/2X7/8 80GR FLAP DISC	2			
162	4-SURE STUD FINDER	2			
163	4X8X1/2 WHITE BIRCH C2 PLYWOOD	2			
164	5LB SPLITTING WEDGE2	2			
165	5PK 6" 8/14T RECIP BLADE	2			
166	ASST PKG SCREWS SM/RH/WS	2			
167	BOX12 WHT PAINT MARKER	2			
168	BOX12 YEL PAINT MARKER	2			
169	BULK7-1/4" 24T SAW BLADE	2			
170	DIABLO RECIP BLADE 6" 10/14TPI	2			
171	DRIVE BELT HUSQVARNA CON SAW	2			
172	HUSQARNA RANCHER #465 28"SAW	2			
173	LASCO 03-1055 REPLACEMENT LONG P	2			
174	MILWAUKEE 1/4X6 SDS+ BIT MX4	2			
175	R4 9X2-1/2 PRO PAK	2			
176	SAFETY HELMET SYSTEM	2			
177	SAND PADS M743081-8	2			
178	SINGLE SIDED KEY	2			
179	T25 BITS	2			
180	1 1/2" X 10 BAR	1			
181	1.8 KIT 5 PAK DUAL THREAD	1			
182	1/2" CORD CONNECTOR	1			
183	1/2" DEEP SOCKET	1			
184	1/2" FITTING BRUSH	1			
185	1/2" SPRING SNAP LINK	1			
186	1/2DR 30MM DEEP SOCKET	1			
187	1/2X6 SDS+ HAMMER BIT M4	1			
188	1/2X75 MOUNTING TAPE	1			
189	1/4 X 6/8 1 3/8 HC PRIME DR	1			
190	1/8 X 6/8 1 3/8 HC PRIME DOOR	1			
191	1/8" ROUNDOVER BIT	1			
192	10PK 4-1/2" METAL BLADE	1			

193	10X2-1/2 MULTI PURP .SCR 100PC	1			
194	10X2-3/4 MULTI PURP .SCRW 100 PC	1			
195	10X3 1/8 MULTI PURP .SCRW 100PC	1			
196	1-1/2" COVE&BEADING BIT	1			
197	1-1/2"X10YD SAND CLOTH	1			
198	1-1/4 WOOD BULLET 3 LB	1			
199	11/4" DRYWALL SCREW 3LB	1			
200	11/4" FINE DRYWALL SCREW 3LB	1			
201	1-2-3 LTX STNBLK PRIMER	1			
202	12OZ PWR STEERING SEALER	1			
203	1-3/4" PADLOCK	1			
204	14MM DEEP SOCKET	1			
205	14PC COBALT BIT SET	1			
206	15/8" DRYWALL SCREW 3LB	1			
207	15/8" RUSTGAURD SCREW 1LB	1			
208	15PK 5" 120G SANDING DISC	1			
209	15PK 5"SANDING DISC	1			
210	18X24X.100 ACRYLIC	1			
211	1LB WHT LITHIUM GREASE	1			
212	1X2X24 DF STAKES (25)	1			
213	2" DRYWALL SCREW 3LB	1			
214	2/0 X 6/8 1 3/8 HC PRIME DOOR	1			
215	2/8 X 6/8 1 3/4 SC BIRCH DOO	1			
216	20A LOCK CORD CONNECTOR	1			
217	20A LOCK CORD PLUG	1			
218	20'X100'6 MILL POLY FILM CLEAR	1			
219	21/2" DRYWALL SCREW 3LB	1			
220	2PK 2" PADLOCK	1			
221	2pk 6" REPLACMNT COVERS	1			
222	2PK BLACK FINE PT MARKER	1			
223	2'X10YD ALUM FOIL TAPE	1			
224	3" DRYWALL SCREW 3LB	1			
225	3/0 X 6/8 1 3/8 SC BIRCH DOOR	1			
226	3/0 X6/8 1 3/4 SC BIRCH	1			
227	3/0 X7/0 13/4 SC BIRCH DOOR	1			
228	3/16"X50' NYL BRAID ROPE	1			
229	3/16-1/2" STEP DRILL BIT	1			
230	3/4" FITTING BRUSH	1			
231	3/4" SELF DRILL FRAME 1LB	1			
232	3/4X"X50' CONTRACTOR HOSE	1			
233	3/4X20' GR 60 REBAR-1 PC	1			

234	3/8" SPRING SNAP LINK	1			
235	3/8" TITANIUM BIT	1			
236	3/8"X50 POLY TRUCK ROPE	1			
237	3/8X6 SDS+HAMMER BIT M4	1			
238	3035 1/2 X49" HWD DOWEL 52157	1			
239	3PC 1-7/8" NUTDRIVER SET	1			
240	4" COARSE FLAP BRUSH	1			
241	4" STG BD KNT WIRE WHEEL	1			
242	4LB SUPER WEDGE	1			
243	4PK 1-3/4 MAG LG PADLOCK	1			
244	4X16ROW SHORT WIRE BRUSH	1			
245	4X8X1/2 SOUND DEADENING BOARD	1			
246	4X8X3/4 BIRCH GOOD 2 SIDES	1			
247	4X8X5/8 ACX PLYWOOD 19/32 ARAUCO	1			
248	5 GAL MASTER WELD URETHANE ADH	1			
249	5/16" HEX BIT SOCKET	1			
250	5LB 1 1/4" BARBED JOIST HANGERS	1			
251	6.5"CLTH COVER 23" FRAME	1			
252	6OZ STAINBLE WOOD FILLER	1			
253	6X 1-5/8 SELF DRILL 1 LB	1			
254	6X2 SELF DRILLING 1 LB (S-12)	1			
255	7PC HEX BIT SOCKET SET	1			
256	8" 10T RECIP SAW BLADE	1			
257	8-1/4"40T SAW BLADE	1			
258	8LB FBRGLS HANDLE MAUL	1			
259	9/16" DEEP SOCKET	1			
260	APWA ORNG MARKING PAINT	1			
261	DEFT GLS SPRAY FINISH	1			
262	DEMO DEMON RECIP BLADE 9" 8/14T	1			
263	DIABLO 9X14/18T SAWZALL BLADE	1			
264	ELK RIDGE KNIFE	1			
265	EXT S/G BRIGHT WHT PAINT	1			
266	FILE GUIDE W/FILE	1			
267	FORT BENNING KNIFE	1			
268	FREUD 1/4" ROUNDOVER BIT	1			
269	FRT CHARGE TO SSF	1			
270	FRT CHARGE TO SSF	1			
271	GENERATOR HONDS EU2000 ESTIMATE	1			
272	GORILLA WOOD GLUE	1			
273	INT W/B S/G POLYURETHANE	1			
274	JOHNSON 9 MAGNETIC TORPEDO LEVEL	1			

275	KR132 WEIGHTDSHOWER CURTAIN	1			
276	LED SPOT/FOODLIGHT	1			
277	LONG HANDLE WIRE BRUSH	1			
278	MAKITA 18V LXT R/O SANDER T/O	1			
279	MAKITA 18V LXT R/O SANDER T/O	1			
280	MILWAUKEE 3/16X6 SDS+ BIT M4	1			
281	MILWAUKEE 3/16X6 SDS+ BIT M4	1			
282	MILWAUKEE 3/4X12 SDS+BIT M4	1			
283	NORSKE SS BIT HOLDER 3"	1			
284	PALLETE $15.OO (DEPOSIT) RETURN	1			
285	PORTABLE CEMENT MIXER	1			
286	REPAIR CONCRETE SAW K760	1			
287	REPAIR HUSQARNA K760 C/O SAW DRV PULY	1			
288	RESTROOM SIGN WOMAN/TRIANGLE	1			
289	SDS BIT 3/8X10X12 FOUR FLUTE	1			
290	SET-XP 8.5OZ EPOXY SINGLE TUBE	1			
291	SIZE 1-4 BRZ ADA CLOSER	1			
292	SKILL TWIST LOCK REPL CORD	1			
293	SNAP BLADE KNIFE	1			
294	SNAP REPLACEMENT BLADE	1			
295	STIHL TS420 CUTQUIK SAW	1			
296	TUBELESS TIRE REPAIR KIT	1			
297	TUBELESS TIRE REPAIR KIT	1			
298	WHITE ALEX PLUS CAULK	1			
299	WIND RESISTANT LIGHTER	1			

NOTE: *While this list is a representation of the items SFHA purchased in the past year, it does not represent all of the items it may need. Conversely, while an item may be listed above, it does not guarantee the item will be purchased in the future. The list is provided to give the Contractors an idea of the volume and types of items that could be purchased as a result of this solicitation.*

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

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

Name (Print): _____ Date: _____

Company: _____

Signature: _____

*Submit this form as instructed in Section 1.7

3 SECTION III – Attachments

3.1 ATTACHMENT – HUD 5369 B

HUD-5369-B INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION

3.2 ATTACHMENT – HUD 5370 C

GENERAL CONDITIONS FOR NON-CONSTRUCTION

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

X_____ General Conditions for Non-Construction – Section I

_____ General Conditions for Non-Construction – Section II

3.3 ATTACHMENT – SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

SAN FRANCISCO HOUSING AUTHORITY

SUMMARY OF AFFIRMATIVE ACTION REQUIREMENTS

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I. EXECUTIVE SUMMARY

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

B. Goals and Requirements Highlights:

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

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

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

B. Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
3. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 40.
4. General Contract Conditions, Non-Construction, HUD-5370-C (5/92), Clause 19.

III. SFHA COMMISSION RESOLUTION NO. 4967

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

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

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

D. Related Documents:

1. SFHA Commission Resolution No. 4967 adopted February 22, 2001.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

IV. EXECUTIVE ORDER 11246

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

B. Related Documents:

1. 41 CFR Part 60.4.
   a. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246), 41 CFR Part 60-4.2 (d).
   b. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), 41 CFR Part 60-4.3 (a).
2. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 39.
3. General Contract Conditions, Non-Construction, HUD-5370-C (5/92), Clause 14.

V. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) OPPORTUNITIES

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

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

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

D. Related Documents:

1. SFHA Commission Resolution No. 2444 adopted February 25, 1982.
2. General Conditions of the Contract for Construction, HUD-5370 (4/2002), Clause 38.

VI. EMPLOYER AND EMPLOYEE TAX CREDITS

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

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

VII. RELATED DOCUMENTS

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

B. List of Documents:

1. SFHA Commission Resolution No. 2444 adopted February 25, 1982.
2. SFHA Commission Resolution No. 4967 adopted February 22, 2001.
3. 24 CFR Part 135.
4. Appendix to 24 CFR Part 135.
5. 41 CFR Part 60-4.
6. General Conditions of the Contract for Construction, HUD-5370 (4/2002).
7. General Contract Conditions, Non-Construction, HUD-5370-C (5/92).

3.4 ATTACHMENT – SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION

SPECIAL INSTRUCTIONS AND CONTRACT ADMINISTRATION (SAMPLE CONTRACT)

Agreement made and entered into this _____ day of MONTH, YEAR, by and between the Housing Authority of the City and County of San Francisco (Authority) and CONTRACTOR NAME (Contractor).

WITNESSETH

WHEREAS, the Authority wishes to retain the Contractor and the Contractor wishes to provide materials and services for the Authority in the City and County of San Francisco, California; and

WHEREAS, the Contractor has proposed to provide said materials and services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Authority and the Contractor agree as follows:

1. Project Description:

The Authority INSERT PROJECT DESCRIPTION…

2. Scope of Services:

- INSERT SCOPE OF SERVICES

3. Incorporation:

All requirements of the solicitation and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein. Should there be conflict between the documents, the Authority's contract shall prevail.

The following documents are incorporated into this contract pursuant to the conditions previously stated.

1) Attachment "A" – Solicitation #INSERT RELEVANT INFORMATION
2) Attachment "B" – INSERT RELEVANT INFORMATION

4. Schedule of Performance:

The schedule of performance shall be for a period of INSERT TIME FRAME (XX) XXXX with

XX option to extend and INSERT RELEVANT INFORMATION.

5. Compensation:

Compensation for this task based contract shall be paid to the Contractor upon receipt and approval by the Authority of an invoice setting forth work actually completed. Payment(s) under this contract shall not exceed INSERT RELEVANT INFORMATION **($XXX).**

6. Invoices and Payments:

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

7. Correspondence shall be transmitted to:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Finance Department

Payment of approved amounts and notices shall be transmitted to:

CONTRACTOR NAME
CONTRACTOR ADDRESS
CITY, STATE ZIP
Phone: (XXX) XXX-XXXX

8. Independent Contractor:

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

9. Indemnification:

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority and its officers and employees (collectively "Indemnitees") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its subcontractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnitee, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor which does not involve any negligence or other breach of obligation on the part of Contractor or its subcontractors, then, provided Contractor is in compliance with its insurance obligations under Section 12. below, such obligation shall be limited to the extent to which it is covered by Contractor's insurance and that of its subcontractors, in no event, however, shall Contractor liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of Contractor or its subcontractors.

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

Contractor indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent Contractor's negligence or other breach of duty.

10. Termination:

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

In the event the Authority desires to terminate for cause, it shall follow the steps for arbitration as outlined in Attachment C, Section 6., Arbitration.

11. Assignment:

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

The parties acknowledge and agree that Authority intends to convey portions of the development sites to other management firms and developers, (the "New Owner") which has been selected as the New Owner of the sites under the United States Department of Housing and Urban Development Rental Assistance Demonstration (RAD) program. This Agreement may be assigned by the Authority to the New Owner, provided the Authority and the New Owner, with the approval of the Contractor, enter into an assignment and assumption agreement, in which the New Owner expressly assumes the Authority's obligations under the Agreement, and further releases the Authority from all obligations under the Agreement. If parties and the New Owner fail to enter into such assignment and assumption agreement, this Agreement shall terminate upon the conveyance of the site to the New Owner, and the Authority shall have no further obligation to the Contractor, except as otherwise provided in Section 10 above.

12. Insurance:

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

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

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

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

   3) Comprehensive Automobile Liability Insurance with limits not less than **$1,000,000** each

occurrence Combined Single Limit Bodily Injury and Property Damage.

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

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

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

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

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

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Procurement/Contracts Department

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

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, CA 94124
Attention: Procurement/Contracts Department

5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Authority approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor

through its negligence fail to meet the professional standards of care and performance of its services that result in additional costs to the Authority, it will be the intention of the Authority to recoup these costs from the Contractor.

13. Labor Standard Requirements:

The Contractor shall pay the applicable classification wage rates according to the U. S. Department of Labor Prevailing Wages as applicable.

14. Resident Hiring:

To the maximum extent possible, Contractor agrees to actively recruit, hire and train residents of public housing for position vacancies or other employment opportunities within its organization. In the event the Contractor is not able to meet this requirement through employment efforts, it will make a contribution to the Section 3 scholarship program which ranges between 3% - 10% of billable services contingent upon the value of the contract.

15. Employment Practices:

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

16. Anti-Kickback:

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

17. Drug-Free Workplace:

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

18. Work Hours and Safety Standards Act:

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

19. Administrative Remedy for Contract Interpretation:

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

20. Interest of Members of the Authority or Government Officials:

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

21. Applicable Law and Venue:

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

22. Ordinances:

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

23. Retention and Inspection of Records:

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

24. Entire Agreement:

This Agreement constitutes the entire understanding between the Authority and the Contractor concerning the subject matter hereof.

3.5 APPENDIX 1 – RESOLUTION NO. 4967; ADOPTED FEBRUARY 22, 2001

RESOLUTION NO. 4967

DATE ADOPTED 2/22/01

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

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

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

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

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

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

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

WHEREAS, the San Francisco Housing Authority wishes to assist Section 3 business concerns through preference in contracting opportunities or providing other economic opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

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

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

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

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

   (d) A contractor who meets the goals set forth above is in compliance with this resolution. When the above goals are not met, the contractor must demonstrate to the Contracting Officer the reasons it is not feasible to meet the goal. The contractor's good faith efforts with regard to meeting the resident employment and Section 3 employment requirements under this resolution will be evaluated using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. The evaluation will also include such factors as the size of the monetary value of the contract and the appropriateness of applying multiple criteria to meet the resident hiring requirements.

(e) Provide that a contractor's failure to realize the goal or to make a good faith effort as defined in Appendix to 24, CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents, shall result in: (1) a cure notice issued when there is clear evidence the contractor will fail to meet the resident employment requirements before the completion of the contract (if not cured the contractor will be terminated for default and assessed penalties up to the date of determination); (2) penalties in the amount of $45.00 (forty-five dollars) multiplied by the number of hours constituting the shortfall for each week of the shortfall (e.g., if 3,000 person hours were expended during the course of a given week for the project, then of those 3,000 hours, 750 must be worked by residents; if residents worked only 650 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of $45.00 multiplied by the 100-hour shortfall, or $4500.00), assessed upon completion of the project and payable to the San Francisco Housing Authority upon demand, or set off from amounts owed for work on the project; or (3) breach of contract; and/or (4) termination of the contract. In addition, penalties will be regarded by the SFHA as poor past performance and may be grounds for determining a contractor to be nonresponsible and ineligible for award of future contracts.

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

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

APPROVED AS TO FORM AND LEGALITY: REVIEWED BY:

CARL L. WILLIAMS, GENERAL COUNSEL RONNIE DAVIS, EXECUTIVE DIRECTOR

Date 2-16-01 Date 2/16/01

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