

City and County of San Francisco

Request for Qualifications No. 50423 for

San Francisco International Airport

As-Needed National Environmental Policy Act (NEPA) Planning Services



Request for Qualifications Issuance	August 6, 2025
Pre-Submittal Conference	August 13, 2025, 9:00 AM (Pacific Time) VIA MICROSOFT TEAMS (RSVP Required)
Deadline for Questions	August 20, 2025, 3:00 PM
Deadline to Submit Statements of Qualifications	September 4, 2025, 3:00 PM
Period for Protesting Notice of Intent to Establish Prequalified Pool	Within (3) three business days of the City's issuance of a Notice of Intent to Establish Prequalified Pool.
Contract Administrator:	David T. Kim Senior Environmental Planner San Francisco International Airport P.O. Box 8097 San Francisco, CA 94128 Phone: (650) 821-1426 Email: david.t.kim@flysfo.com

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

San Francisco International Airport (the “Airport” or “SFO”) is operated by the City and County of San Francisco (the “City”) by and through its Airport Commission (the “Commission”). This Request for Qualifications (hereinafter “RFQ” or “Solicitation”) is being issued by the Airport. The Airport is seeking qualified suppliers (“Respondents”) to provide statements of qualifications (“SOQs”) for National Environmental Policy Act (NEPA) Planning Services as further described in Section II.A Services Requested.

The City shall evaluate SOQs to create a Prequalified Pool of Respondents (“Prequalified Pool”). Respondents prequalified under this RFQ are not guaranteed a contract. The City may use the Prequalified Pool, at its sole and absolute discretion, on an as-needed basis.

When applicable and practical, Respondents are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

Respondents should not submit, and the City will not consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin make up of Respondent’s staff, leadership, and/or board of directors.

B. Creation and Duration of the Prequalified Pool

The three (3) Respondents meeting the Minimum Qualifications with the highest total points shall be included in the Prequalified Pool and eligible for potential contract negotiations (“Resulting Contract”) with the City, on an as-needed basis. A Prequalified Pool list is valid for two years, but may be extended for up to two additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code. Responsive SOQs will be evaluated by a panel (“Evaluation Panel”) consisting of parties with expertise related to goods and/or services being procured through this RFQ. The Evaluation Panel may include staff from various City departments. SOQs will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess SOQ compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to SOQ scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Respondents will be ranked starting with the Respondent receiving the highest score, then continuing with the Respondent receiving the second highest score, and so on.

C. Resulting Contracts Awarded to Contractors Selected from the Prequalified Pool

1. Selection of Contractors from the Prequalified Pool

Pursuant to Section 21.4 of the San Francisco Administrative Code, City shall select contractors from the Prequalified Pool for Resulting Contracts pursuant to three options, as described below. Selections must be made prior to Pool expiration.

- a. City may select the highest available ranked contractor(s) from the Prequalified Pool (if a ranking was done when the pool was created).
- b. City may request quotes or proposals from the Prequalified Pool from which to select. Where applicable, the Department shall apply Chapter 14B LBE Rating Bonuses or Bid Discounts when evaluating quotes and proposals received from the Prequalified Pool. The request for quotes or proposals may also include an LBE Participation Requirement.
- c. For Resulting Contracts that are less than the Minimum Competitive Amount in effect when the selection is being made, City may select a contractor from the Prequalified Pool without any further solicitation. In choosing this option, City shall notify the Prequalified Pool of its selection. The Notice shall specify the commodities and/or services awarded; their cost; and the selected Contractor’s unique qualifications that warrant selection without a further solicitation.

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2. Notice of Intent to Award a Resulting Contract to the Prequalified Pool

Except where a contractor was selected without a further solicitation for a contract amount equal to or less than the Minimum Competitive Amount, City shall not issue a Notice of Intent to Award when awarding a Resulting Contract to a contractor from the Prequalified Pool. The City's award of a Resulting Contract to a contractor from the Prequalified Pool is final and not subject to further review.

D. Anticipated Term of Resulting Contracts

A Resulting Contract awarded to the Prequalified Pool shall be non-exclusive, with an original term to be determined at the time of Contract award based on the Airport's business needs, but shall not exceed ten (10) years including any extensions.

E. Anticipated Contract Not to Exceed Amount of Resulting Contracts

The Not-to-Exceed (NTE) amount of a Resulting Contract awarded to the Prequalified Pool shall be determined at the time of Contract award based on the Airport's business needs. Should City's actual spend exceed its estimated amount, City may in its sole discretion increase the contract NTE accordingly.

F. Indefinite Quantity - Reserved

G. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Respondent under the same terms and conditions of any contract awarded pursuant to this Solicitation.

H. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Respondent to check for any Addenda to this Solicitation or other published pertinent information. All times are in Pacific Time zone.

Request for Qualifications Phase	Tentative Date
Request for Qualifications Issued	August 6, 2025
Pre-Submittal Conference	August 13, 2025, 9:00 AM VIA MICROSOFT TEAMS (RSVP Required)
Written Questions Due Date	August 20, 2025, 3:00 PM
Statements of Qualifications Due Date	September 4, 2025, 3:00 PM
Oral Interviews (Optional)	To Be Determined
Period for Protesting Notice of Intent to Establish Prequalified Pool	Within three (3) business days of the City's issuance of a Notice of Intent to Establish Prequalified Pool.
Pre-Submittal Conference Details The Pre-Submittal Conference will begin at the time specified. Respondents' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Submittal Conference shall not excuse the awarded Respondent from any obligations of a contract awarded under this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Submittal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Respondent to check for any Addendum to this Solicitation or other published pertinent information. *To RSVP for Pre-Submittal Conference, please email the Contractor Administrator with the name of the firm, attendee name, phone number, and email address by August 12, 2025, at 3:00 p.m.	

I. Contract Terms and Negotiations

Any Respondent selected for the Prequalified Pool and ultimately awarded a contract will be required to enter into an agreement substantially in the form of the Agreement attached hereto as Appendix A - Agreement for Professional Services (form AIR-600). If a satisfactory contract(s) cannot be

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negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Respondent that meets the Minimum Qualifications of this Solicitation whose SOQs receives the next highest-ranking score.

II. SERVICES REQUESTED

A. Services Requested

This Solicitation is for As-Needed NEPA Planning Services. The proposed scope of services may encompass various aspects of NEPA planning to support the core aviation operations of SFO. The scope of services may encompass a wide range of NEPA planning activities, including targeted, project-specific analyses as well as broader efforts that inform strategic environmental planning. The Services outlined herein serve as a general guide and do not constitute a comprehensive list of all work to be included in the Resulting Contract. Specific projects will be determined during the contract negotiation phase. Inclusion of work in the scope of services does not guarantee authorization of that work for any contractor. The City retains full discretion to approve contractors to undertake any tasks outlined in the Resulting Contract.

Required as-needed NEPA planning services may include, but are not limited to:

1. Assist Airport Commission staff with strategic environmental planning services, including identifying the appropriate level of environmental review(s), creating synergies with parallel California Environmental Quality Act (CEQA) environmental processing, and developing stakeholder outreach approaches and strategies.
2. Prepare environmental documents consistent with NEPA, including, but not limited to:
 - 2.1 FAA environmental policies and procedures per FAA Orders 1050.1G, *Environmental Impacts: Policies and Procedures* and 5050.4B *National Environmental Policy Act Implementing Instructions for Airport Actions*;
 - 2.2 Title 40, Parts 1500-1508 of the Code of Federal Regulations (CFR); and
 - 2.3 latest case law regarding NEPA compliance.
3. Conduct air quality analysis using the FAA's Aviation Environmental Design Tool (AEDT) and other industry air quality models (e.g., U.S. Environmental Protection Agency (EPA)'s Motor Vehicle Emission Simulator (MOVES) and AERMOD models), calculate construction emissions and/or operational emissions, and provide a written deliverable or report.
4. Conduct aircraft noise modeling and analysis using the FAA's AEDT model and provide a written deliverable or report.
5. Provide specialized planning support, assisting in the advancement of or preparing specialized studies, as may be required, and supporting staff as needed on a project-by-project basis. This may include preparing written deliverables (e.g., technical memoranda and reports), spreadsheets, presentations, and schedules; conducting meetings; and coordinating with agencies.

B. Reserved.

C. Green Purchasing Requirements

In preparation for any SOQ submitted in response to this Solicitation, Respondents are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Respondents are encouraged to refer to Appendix A, Agreement for Professional Services, for additional

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details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

- D. Alternates and Samples - Reserved**
- E. Freight on Board and Shipping Costs – Reserved**

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Contract Monitoring Division (CMD) Contact

Contract Monitoring Division
City and County of San Francisco
Tel: 415.554.0630
Email: LBEcert@sfgov.org
Website: www.sfgov.org/cmd.

B. Application of LBE Rating Bonuses

LBE Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

- 1. Reserved.**
- 2. General and Professional Services**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Respondent's participation or, for Professional Services, an JV Respondent's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

3. Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

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If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the SOQ, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded under this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.

D. CMD LBE Forms - Reserved.

E. LBE Payment and Utilization Tracking - Reserved.

IV. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Statement of Qualifications	220 Points
Oral Interview (Optional)	80 Points, if conducted
Fee Proposal	0 Points
TOTAL	Max 300 Points

V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH SOQ (PASS/FAIL)

Respondents must complete **Appendix D, Minimum Qualifications Declaration** Form that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Each SOQ will be reviewed for initial determination of whether Respondent meets the MQs set forth in this section. **This screening is a pass or fail determination and a SOQ that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Respondents prior to rejecting a SOQ for failure to meet the Minimum Qualifications.

MQ #	Description
MQ 1	<p>The prime firm must have at least five (5) years of verifiable continuous experience within the seven (7) years immediately preceding the issuance of this RFQ in providing consulting services in NEPA environmental planning as described in Section II.A, Services Requested.</p> <p>If the Respondent is a team consisting of a proposed prime firm and one or more proposed subcontractors, then the prime firm of the team must meet MQ1 and the subcontractor must meet the below MQ3 in its specified areas of expertise, if that expertise is tendered as a response to the MQs.</p>
MQ 2	<p>The prime firm must have at least two (2) projects providing NEPA planning services at U.S. public use airports with greater than 10 million annual enplanements within the seven (7) years immediately preceding the issuance of this RFQ.</p>

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	Prime firms that have NEPA planning contracts executed with these U.S. airports but without actual project work initiated at that airport shall not list that “project” for the purpose of meeting this MQ.
MQ 3	<p>Each proposed subcontracting firm of the prime firm must have a total of not fewer than two (2) relevant projects within the seven (7) years immediately preceding the issuance of the RFQ in their areas of expertise as described in Section II.A, Services Requested.</p> <p>Subcontractors are not required to have expertise in all Services described in Section II.A to meet MQ3. Subcontractors may meet MQ3 by demonstrating project experience in their area(s) of expertise, if the prime firm tenders such expertise as a response to the MQs.</p>

VI. WRITTEN STATEMENT OF QUALIFICATIONS AND SCORING CRITERIA (220 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Respondents shall also submit a complete SOQ consisting of each item set forth below. *The content of all SOQs must consist of the information specified below, in the order outlined below, and in the format prescribed in Section XII.B in order to be deemed responsive.*

A. Introduction and Executive Summary Letter (0 Points, up to 2 Pages).

Submit a letter of introduction and executive summary of the SOQ. The letter should include:

1. Exact name of the company submitting the SOQ, business address, and the name, title and business address of the individual responsible representing the principals of the firm, team, joint association or joint venture, with their telephone and e-mail address, who may be contacted during the qualification evaluation period and for receiving notices from the City. If the Respondent is successfully added to the Prequalified Pool, the company's name must match the same to the name in the SOQ.
2. A brief description of your firm. In the event the SOQ is submitted by teams, joint associations, or joint ventures, it must include the names and addresses of the individual firms comprising the team, joint association, or joint venture. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the SOQ.

Submission of the letter will constitute a representation by your firm/team that the firm/team is willing and able to perform the commitments contained in the RFQ. The letter must also contain an assurance that the identified Project Director and Project Manager will not be substituted with other personnel or reassigned to another project without Airport staff's prior approval.

B. Proposed Key Staffing and Organization (Up to 130 Points, up to 12 Pages).

Identify key staff and provide a description of the experience and qualifications of key staff highlighting their NEPA planning and related strategic planning experience at U.S. airports with greater than 10 million annual enplanements. They must demonstrate expertise and knowledge of FAA and NEPA and other federal, state, and local regulations, policies, and procedures as they relate to NEPA. Key staff may be identified from any constituent member of a team, including joint associations and subcontractors.

The following information shall be provided:

1. Name of Project Director who will be responsible for overall client satisfaction.
2. Name of Project Manager who will be the primary contact with Airport staff on assignments and lead technical staff.
3. For each key person on the firm/team, describe the role that each person will play in the firm/team, and a forecast of their availability for the next 12 months.

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4. Demonstrated capabilities of key staff in managing/producing quality projects that are cost effective in a timely manner/on schedule and ability to perform on short notice and manage multiple tasks.

5. Provide brief resumes (2-page limit per key staff). *The resume pages will not be counted against the page limit of this section.*

Provide a project team organization chart that lists all key personnel and positions indicating roles of team members who may be assigned to the contract. Include subconsultants or joint ventures, if applicable. Describe intra-team coordination and reporting in an organization chart.

C. Firm Experience (Up to 90 Points, up to 10 Pages, 14 Pages if Joint Venture).

Provide information on the prime firm's background and qualifications, including each team member or joint venture partner, and all key staff. The response should address the following:

1. A description of the prime firm's overall experience in NEPA planning services rendered at U.S. airports with greater than 10 million annual enplanements. If applicable, describe any previous working relationship with team members and how those working relationships would enhance team synergy and quality of deliverable work product.

2. A description of up to five (5) projects within the five (5) years immediately preceding the issuance of this RFQ that were prepared for U.S. airports with greater than 10 million annual enplanements. The description must include the following details:

- 2.1. Project summary, schedule, budget, and location;
- 2.2. The Respondent's role;
- 2.3. Client contact name, current telephone number, and email address;
- 2.4. Respondent's staff who worked on each project and a description of their role;
- 2.5. Project status or outcome and added value of your services;

Provide written descriptions of your firm's:

- demonstrated experience in successfully working with regulatory agencies;
- demonstrated experience in providing key strategy advice;
- ability to perform project tasks on short notice and manage multiple tasks given current and projected workload and resources;
- quality control and review procedures;
- capability and flexibility to complete high-quality work in a timely manner.

D. References (0 Points, up to 4 Pages).

Provide two (2) references for each of the following:

1. Project Director;
2. Project Manager; and
3. Respondent firm – two (2) recent clients, preferably other public agencies (for joint venture partners, provide two (2) recent clients for each partner)

References should include the name, address, telephone number, and email address. Please confirm the accuracy of reference contact information prior to submission of the SOQ.

Reference checks will be used to verify the Respondent's experience in providing the services the City is requesting and the proposed Project Director and Project Manager's experience and qualifications identified in response to Section VI.

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VII. FEE PROPOSAL (0 POINTS, 2 PAGES, SEE APPENDIX B)

A. Fee Proposal Format

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Respondents shall also submit a complete Fee Proposal by filling out Appendix B, Fee Proposal Form.

VIII. ORAL INTERVIEWS - OPTIONAL (80 POINTS)

The City has sole and absolute discretion over whether optional oral interviews will be conducted. Following the evaluation of the written SOQs, if interviews are to be conducted, up to the four (4) Respondents receiving the highest scores may be invited to an oral interview. Prior to oral interviews, if conducted, the City will send a letter to each invited Respondent regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Respondents' key/lead team members and to exclude, for example, subconsultants on multiple teams.

The interview evaluation process may include (and be scored based on) a presentation by the Respondent and/or interview questions from the Evaluation Panel. Those questions may include and be related to Respondents' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify SOQ components. The same set of interview questions will be used for all Respondents and shall be presented to Respondents at least one week prior to the date of interview to allow Respondents sufficient time to prepare their responses.

The Evaluation Panel will evaluate each Respondent based on each Respondent's presentation and responses. The Evaluation Panel may ask follow-up questions if clarification of Respondent's responses is necessary, and Respondents may be scored on their answers to such follow-up questions.

If oral interviews are conducted, Airport staff will combine both the written and oral interview scores of the short-listed Respondents to determine the final scores and inform selection of the Respondents.

IX. REQUIRED SUPPORTING DOCUMENTATION

Respondents must provide each Required Supporting Documentation ("RSD") identified below with its Statement of Qualifications. Failure to do so may result in the SOQs being deemed Non-Responsive.

RSD 1	Completed Statement of Qualifications Attachments: <input type="checkbox"/> Appendix B: Fee Proposal Form <input type="checkbox"/> Appendix C: First Source Hiring Form <input type="checkbox"/> Appendix D: Minimum Qualifications Declaration
RSD 2	Non-Profit Entities: If Respondent is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Respondent's efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary and disposition of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Respondent shall include a statement to that effect. <i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for rejection of the SOQ and/or termination of any subsequent agreement reached on the basis of the SOQ.</i>

X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

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

XI. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Appendix A, Agreement for Professional Services, which Respondents are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Nondiscrimination Requirements

A Respondent selected under this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Appendix A, Agreement for Professional Services for additional details related to the application of this Ordinance to a contract awarded under this Solicitation.*

B. Payment of Prevailing Wages

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, or San Francisco Labor and Employment Code Article 102 (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. *Refer to Appendix A, Agreement for Professional Services for additional details related to the application of this Policy to a contract awarded under this Solicitation.*

C. Health Care Accountability Ordinance (HCAO)

A Respondent selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121 For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to*

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Appendix A, Agreement for Professional Services for additional details related to the application of this ordinance to a contract awarded under this Solicitation.

D. Minimum Compensation Ordinance (MCO)

A Respondent selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Appendix A, Agreement for Professional Services for additional details related to the application of this ordinance to a contract awarded under this Solicitation.*

E. First Source Hiring Program

A Respondent selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Appendix A, Agreement for Professional Services for additional details related to the application of this program to a contract awarded under this Solicitation.*

F. Reserved.

G. Non-Profit Entities

To receive a contract pursuant to this Solicitation, any nonprofit Respondent must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Respondent must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Respondent will use any nonprofit subcontractors to perform the agreement, Respondent will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement.

H. Other Social Policy Provisions

Appendix A, Agreement for Professional Services, identifies the City's applicable social policy provisions related to a contract awarded under this Solicitation. Respondents are encouraged to carefully review these terms and ensure they are able to comply with them.

I. Airport Intellectual Property.

Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All Respondents, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

J. Labor Peace / Card Check Rule.

Contractor will comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, the Airport Director shall have the option to terminate the Contract, in addition to exercising

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all other remedies available to the Airport Director. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

K. Quality Standards Program.

This Agreement is subject to the Airport's Quality Standards Program ("QSP") and the Healthy Airport Ordinance: <https://www.sf.gov/information/healthy-airport-ordinance>. The Airport's Social Responsibility office oversees the QSP which is applicable to Service Providers (as defined in the QSP) at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>. For more information, please send an email to qsp@flysfo.com or call (650) 821-1003

L. Worker Retention Policy.

This Agreement will be subject to the Airport's Worker Retention Policy. The Airport's Worker Retention Policy shall apply to Airport contractors that employ workers who perform essential services at the Airport on a regular, ongoing and continual basis for the benefit of the travelling public and for the increased efficiency of Airport operations; such services include but are not limited to services for parking garage and curbside management operations, the information booths, in-terminal food and beverage concessions, the SFO Medical Clinic, intra-Airport transportation services, on-airport rental car operations, and/or services by third party service providers subject to the Airport's Quality Standards Program, but not including airlines. Contractor shall require all levels of subcontractors under the contract to comply with the obligations imposed by the Airport's Worker Retention Policy. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

M. Airport's Small Business Participation Requirements.

SFO has developed outreach initiatives to promote access opportunities for small, local, woman and minority-owned businesses with a view toward increasing participation of local and small businesses across the Airport. Contractor will be required to participate in one or more of the following Airport-sponsored capacity building events during the term of the Agreement with the Airport:

1. Doing Business at SFO Events
2. Small Business Town Halls
3. Meet the Prime Networking Events

XII. TERMS AND CONDITIONS FOR RECEIPT OF STATEMENT OF QUALIFICATIONS

A. How to Register as a City Supplier

The following requirements pertain only to Bidders not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

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

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

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B. Statement of Qualifications Questions and Submissions

1. Respondent Questions and Requests for Clarification

Respondents shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Respondents who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Respondent to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Statement of Qualifications Format

Statement of Qualifications must be submitted using Adobe PDF Format in a sans-serif font (e.g., Arial, Aptos). The document must have page margins of at least 0.5 inches on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Statements of Qualifications. Failure to follow formatting, submission, or content requirements, as well as page-limit restrictions (if any), may negatively impact the evaluation of your Statement of Qualifications. The maximum total file size limit for all files combined may not exceed 20 megabytes (MB).

Respondents should submit the entire SOQ as listed below:

- One (1) PDF file of the SOQ, clearly marked “(Respondent name)-SOQ, RFQ 50423”
- One (1) PDF file of the Fee Proposal Form, clearly marked “(Respondent name) Appendix B Fee Proposal, RFQ 50423”
- One (1) PDF file of the First Source Hiring Form, clearly marked “(Respondent name) Appendix C First Source, RFQ 50423”
- One (1) PDF file of the Minimum Qualifications, clearly marked “(Respondent name) Appendix D Minimum Qualifications, RFQ 50423”

3. Time and Place for Submission of Statement of Qualifications

Prior to the Statement of Qualifications submission deadline, Respondents must submit their Statement of Qualifications via e-mail to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation with the subject line:

Subject: RFQ #50423 As-Needed NEPA Planning Services

The Contract Administrator will follow-up with a confirmation email stating that your SOQ was received. If your SOQ was sent electronically by or before 3:00 p.m. (Pacific Time) on the due date for SOQ provided in Section I.H , Solicitation Schedule, above, and you do not receive a confirmation email by the next business day* please be sure to follow up with a phone call to the Contract Administrator to ensure that your SOQ was received in a timely manner.

*If a SOQ is submitted on Friday or over the weekend, confirmation emails will be sent on Monday.

SOQs that are submitted by fax will not be accepted. Late submissions will not be considered. Each SOQ received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Respondents from further consideration. Failure to adhere to the above requirements may result in the complete rejection of your SOQ.

C. Solicitation Addenda

The City may modify this Solicitation, prior to the SOQs Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a

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new version of the Sourcing Event and Respondents must monitor the event for new versions. **The Respondent shall be responsible for ensuring that its SOQs reflects any and all Addenda issued by the City prior to the SOQs Due Date regardless of when the SOQs is submitted.** Therefore, the City recommends that the Respondent consult the website frequently, including shortly before the SOQs Due Date, to determine if the Respondent has downloaded all Solicitation Addenda. It is the responsibility of the Respondent to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY RESPONDENTS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §7920.000 et. seq.) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Statement of Qualifications, responses, and all other records of communications between the City and Respondents shall be open to inspection immediately after a contract has been awarded. Nothing in San Francisco Sunshine Ordinance requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Respondent(s) of the Request and to provide the Respondent with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Respondent asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Respondent that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Respondent seeks judicial relief on or before the Response Date. Should Respondent fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancellation by final action of the Airport Commission and the Board of Supervisors), Respondents and their subcontractors, vendors, representatives and/or other parties under Respondent's control, shall communicate solely with the Airport through the person whose name and contact information appears on the cover page of this Solicitation ("Contract Administrator"). Any attempt to communicate with any party other than the Contract Administrator – including any City official, representative or employee - is strictly prohibited. The persons with whom communication is prohibited include, but are not limited to, any City and County of San Francisco elected official, member of the Airport Commission, City or Airport Commission personnel, and/or any selection panel member. Failure to comply with this communications protocol may, at the sole discretion of the Airport, result in the disqualification of the Respondent or potential Respondent from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Statement of Qualifications Selection Shall not Imply Acceptance

The acceptance and/or selection of any firm for contract negotiation shall not imply acceptance by the City of all terms of the Respondent's Statement of Qualification(s), which may be subject to further approvals before the City may be legally bound thereby.

G. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Respondent's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Respondent. The reports will be evaluated by the Airport and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Respondent an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

H. Solicitation Errors and Omissions

Respondents are responsible for reviewing all portions of this Solicitation. Respondents are to promptly notify the City, in writing and to the Contract Administrator if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

I. Objections to Solicitation Terms

Should a Respondent object on any ground to any provision or legal requirement set forth in this Solicitation, the Respondent must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Respondent may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Respondent may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In

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addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Prequalified Pool Creation

Within three (3) business days of the City's issuance of a Notice of Intent to establish a Prequalified Pool pursuant to this Solicitation, a Respondent may submit a written Notice of Protest of Prequalified Pool Creation. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

K. Statement of Qualifications Term

Submission of a SOQ signifies that the proposed products, services and prices are valid for 180 calendar days from the SOQ Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Respondent's election, the SOQ may remain valid beyond the 180-day period in the circumstance of extended negotiations.

L. Revision to Statement of Qualifications

A Respondent may revise a SOQs on the Respondent's own initiative at any time before the deadline for submission of SOQs. The Respondent must submit the revised SOQs in the same manner as the original. A revised SOQs must be received on or before, but no later than the SOQs Due Date and time. In no case will a statement of intent to submit a revised SOQs, or commencement of a revision process, extend the SOQs Due Date for any Respondent. At any time during the SOQs evaluation process, the City may require a Respondent to provide oral or written clarification of its SOQs. The City reserves the right to make an award without further clarifications of SOQs received.

M. Statement of Qualifications Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the SOQs will in no way modify the Solicitation or excuse the Respondent from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

N. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Respondent in responding to this Solicitation. Respondents acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

O. Respondent's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Respondents are hereby advised:

1. Submission of a SOQs in response to this Solicitation may subject the Respondents to restrictions under Campaign and Governmental Conduct Code Section 1.126, which
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prohibits City contractors, Respondents, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a SOQs in response to this Solicitation, Respondents are required to notify their affiliates and subcontractors listed in the awarded contract or SOQs of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or SOQs. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a SOQs for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Respondents should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

P. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, SOQs, or SOQs procedure;
2. Reject any or all SOQs;
3. Reissue the Solicitation;
4. Prior to submission deadline for SOQs, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the SOQs;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Respondent's failure to comply with this Solicitation.

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Respondent's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and

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c. Delivery time(s).

2. City reserves the right to inspect an awarded Respondent's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Respondent's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Respondent and may proceed against the original selectee for damages.

4. City reserves the right to reject any SOQs on which the information submitted by Respondent fails to satisfy City and/or if Respondent is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Respondent or any related communication/clarification may result in the disqualification of its SOQs from receiving further evaluation and a contract award.

Appendix A
Agreement for Professional Services (form AIR-600)

City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128

Agreement between the City and County of San Francisco
and

[Insert Contractor's Name]
Airport's Contract No. 50423.XX
PeopleSoft Contract ID 10000XXXXX

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco ("City"), State of California, by and between [name of Contractor] ("Contractor") and City.

Recitals

- A. The Airport Commission ("Department" or "Commission") wishes to enter into a contract to receive as-needed National Environmental Policy Act ("NEPA") planning services for San Francisco International Airport (the "Airport") from Contractor; and
- B. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and
- C. On [insert date], the Commission issued a Request for Qualifications ("RFQ") entitled Request for Qualifications No. 50423 for San Francisco International Airport As-Needed National Environmental Policy Act (NEPA) Planning Services procured as required by San Francisco Administrative Code ("Administrative Code") Section 21.1 through 21.4 and as a result of the selection process prescribed in the RFQ and upon the recommendation of the Airport Director, the Commission established a prequalified pool of suppliers and determined that the Contractor was a qualified proposer receiving one of the three highest evaluation scores.; and
- D. The City's Airport Commission approved this Agreement by [insert resolution number] on [insert date of Commission action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and
- E. This is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived as required under waiver 14BPREDID0002548; and
- F. Approval for the Agreement was obtained on [insert date] from the Civil Service Commission under PSC number [insert PSC number] which authorizes the award of multiple agreements, the total value of which cannot exceed [insert dollar amount] and the individual duration of which cannot exceed [insert number of years]; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

- 1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

Appendix A Agreement for Professional Services (form AIR-600)

1.2 “City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and Airport Commission.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information”

1.5.1 “Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (“Chapter 12M”). Confidential Information includes, without limitation, City Data.

1.5.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR § 29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Agreement.

1.5.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information identified as Confidential Information by the Airport.

1.6 “Contractor” means [insert name and address of contractor].

1.7 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” and “Parties” means City and Contractor either individually or collectively.

1.10 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision,

materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on [insert Contractor's start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order, or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation.

3.3.1 **Calculation of Charges and Contract Not-to-Exceed Amount.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words], the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

Appendix A Agreement for Professional Services (form AIR-600)

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved.

3.3.6 Getting paid by City for Services.

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.7 Reserved.

3.3.8 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved.**

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

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the California Labor Code Sections 1720 and

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1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, or San Francisco Labor and Employment Code Article 102 (collectively, “Covered Services”), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations (“DIR”), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement, as applicable. For trade work covered by the provisions of Labor and Employment Code Article 102, Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the BOS, to all workers employed by Contractor who perform such Covered Services under this Agreement. Copies of such rates are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <https://sfgov.org/olse/prevailing-wage-non-construction>. For trade work covered by the provisions of Administrative Code Section 6.22(e), Contractor agrees that it shall pay not less than the prevailing wage rates as fixed and determined by the California Department of Industrial Relations for the County of San Mateo to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of such rates are available from the OLSE and on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in **Appendix A, “Scope of Services.”** Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.

Appendix A includes a defined Scope of Services and as-needed Services. As-needed Services shall be performed by Contractor only upon request by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. Only the Airport Director or the Airport Director’s designee has the authority to execute task orders for the City. Task orders shall be executed on Contractor’s behalf by an authorized representative of Contractor. Each task order shall be on the City’s task order template and shall include a description of the as-needed Services, the deliverables, schedule for performance, cost, and method and timing of payment. All Contractor costs associated with the development of any task order shall be borne by Contractor. The calculation of cost and the method and timing of payment for all task orders shall be in accordance with Appendix B, “Calculation of Charges,” and Article 3, “Financial Matters.” The cumulative total compensation due to Contractor for all task orders issued under this Agreement shall not exceed the amount of compensation set forth for as-needed Services in Appendix B, “Calculation of Charges.” Contractor shall only be compensated for as-needed Services performed under an authorized, executed task order as detailed in this Section 4.1. All task orders are governed by and subject to the terms and conditions of this Agreement.

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel under the supervision of Contractor with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City’s execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

[To Be Determined]

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status under this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys’ fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first

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approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Service Warranties - Reserved.**

4.7 **Reserved.**

4.8 **Reserved.**

4.9 **Reserved.**

4.10 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved.**

(f) **Reserved.**

(g) **Reserved.**

5.1.2 Additional Insured.

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, the Airport Commission and its members, and all of their officers, directors, agents and employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, the Airport Commission and its members, and all of their officers, directors, agents and employees.

(c) **Reserved.**

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5.1.3 Waiver of Subrogation. The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance.

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved.**

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 11.1 entitled, "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages

(collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

5.2.5 **Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence in this Agreement that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

5.3 **Indemnification and Defense Obligations for Design Professionals.** To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply.

5.3.1 **Defense Obligations.** To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.3.2 **Indemnity Obligations.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.3.1.

5.3.3 Copyright Infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business

and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the Termination Date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which City has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment delivered to City or otherwise disposed of as directed by City.

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(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded under the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect

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to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor under the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	8.2.2	Default Remedies
		9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this

Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors in the Deliverables, any partially completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at: https://codelibrary.amlegal.com/codes/san_francisco/latest/overview.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to

comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. If the Airport's Quality Standards Program applies to this Agreement, see Section 12.8 for further requirements related to the Healthy Airport Ordinance.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of

any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved.

10.13 Reserved.

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of

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any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement includes the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Under the San Francisco Environment Code Section 804(b), City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	David Kim Senior Environmental Planner San Francisco International Airport PO Box 8097 San Francisco, CA 94128 Email: david.t.kim@flysfo.com Phone: (650) 821-1426
To Contractor:	Name Title Company Address Email Phone

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Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City's DocuSign platform, to execute this Agreement and all subsequent modifications and task orders (if any).

11.2 Compliance with Laws Requiring Access for People with Disabilities.

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

11.2.2 Reserved.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920.000 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

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

11.6 Dispute Resolution Procedure.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.10 Compliance with Laws. Contractor shall keep itself fully informed of City’s Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. If the Appendices to this Agreement include any standard printed terms from Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City’s terms and Contractor’s printed terms attached, City’s terms in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor’s proposal, and Contractor’s printed terms, respectively. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

Article 12 Airport Commission Specific Terms

12.1 Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission’s Rules and Regulations for the San Francisco International Airport (“Airport Rules and Regulations”), as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 Airport Intellectual Property. Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport in connection with this Agreement (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director’s prior written consent.

12.3 Labor Peace/Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

12.4 Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC Section 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if set forth in this Agreement. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance with the FLSA and its implementing regulations. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.5 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Section 1910, Occupational Safety and Health Act of 1970, with the same force and effect as if set forth in this Agreement. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.6 Federal Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.6.1 Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

12.6.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

12.6.3 Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

12.6.4 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such

Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the Contractor under the contract until the contractor complies; and/or
- (b) Cancelling, terminating, or suspending a contract, in whole or in part.

12.6.6 Incorporation of Provisions. The Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (“LEP”). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

12.7 Airport Commission Cyber Security Requirements.

12.7.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport’s VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport’s Chief Information Security Officer.

12.7.2 For the purposes of this Agreement, known exploitable vulnerabilities, as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency (“DHS/CISA”), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog (“KEV catalog”), shall be designated as a “high risk” or “critical” vulnerability.

12.7.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight hours of being published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three business days of being published.
- High risk vulnerabilities associated with internet-facing services must be remediated within three days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen business days of being published.
- For the purposes of this section, “remediation” means to “reduce the significant risk of known exploited vulnerabilities” as these terms are used by DHS/CISA in relationship to the KEV catalog.

12.7.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.7.5 Contractor shall comply with City’s requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: https://sfgov.org/oca/sites/default/files/OCA%20Technology%20Purchasing%20Guidelines%20v9.1_8-1-21.pdf), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification.

Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: _____ Mike Nakornkhet, Airport Director	_____ Authorized Signature
Approved as to Form:	_____ Printed Name
David Chiu City Attorney	_____ Title
By _____ Courtney A. Davis Deputy City Attorney	_____ Company Name
	_____ Address
	_____ City, State, ZIP
	_____ Telephone Number
	City Supplier Number: _____
	Federal Employer ID Number: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges

**Appendix A
Scope of Services**

[To be negotiated with the successful Respondent]

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Appendix B
Calculation of Charges

1. In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

Tasks Description	Budget
Total Contract Not-To-Exceed Amount	

2. **Other Direct Costs.**

3.1 Travel expenses and cost for vehicle rentals, contractor meals, and per diem into or outside the San Francisco Bay Area are not reimbursable expenses unless Contractor has obtained the prior written approval of SFO before the expenses are incurred. Per diem rates follow federal General Services Administration guidelines, which can be found here:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>. No administration charge, markup, profit, or other additional charge may be added to the amount to be reimbursed as other direct costs.

Other direct costs not identified above (e.g., photocopying, plotting, and special equipment rentals, if needed) shall be determined on a task basis.

3.2 Specialists, Project Executives, and others that are based out of town, who are not assigned to the jobsite office, must have prior written approval by SFO in order to be reimbursed for travel expenses. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable. Part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses.

3.3 The mileage charge for vehicles will be the current mileage rate established by the Internal Revenue Service. No mileage reimbursement shall be provided for automobile trips within the San Francisco Bay Area [less than fifty (50) miles from SFO] unless pre-approved by the person identified in Agreement at Section 11.1, Notices to the Parties for a specific task.

3. **Approved Fully Burdened Hourly Rates.**

The approved fully burdened hourly rates will not be adjusted and these rates will apply to all time and materials services to be provided under this Agreement, unless Contractor enters into new or modified agreement with other airports in California, executed on or after January 1, 2026, with hourly rates lower than identified below. In such an instance, Contractor must self-report to SFO the lower hourly rates, and the Airport and Contractor may modify the Agreement to update the rates identified below to match those lower rates.

The Contractor acknowledges and agrees that the fully burdened hourly rates include all fees, costs, including administrative costs, overhead and profit associated with performance of the Services by Contractor under this Agreement.

Appendix A Agreement for Professional Services (form AIR-600)

Firm Name	Fully Burdened Hourly Rates

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**Appendix B
Fee Proposal Form**

Respondent shall fill out the table below, including the firm name, position/title, and fully burdened hourly rates for all personnel, and submit this form along with the Statement of Qualifications.

The hourly rates provided in the Fee Proposal Form will not be scored but may be used to negotiate the final hourly rates in the Agreement. All hourly rates shall be fully burdened and include all fees and costs, including administrative costs, overhead and profit.

Respondent may provide additional pages as necessary.

<i>FIRM NAME</i>	FULLY BURDENED HOURLY RATE
Labor category 1 (e.g., Principal, Manager, Associate)	
Labor category 2 (e.g., Principal, Manager, Associate)	
Labor category 3 (e.g., Principal, Manager, Associate)	
... (list as many labor categories as your firm needs)	

Appendix C
First Source Hiring Agreement

The First Source Hiring Agreement can be downloaded online at:

http://oewd.org/sites/default/files/Documents/professional_services_fsha.pdf

Appendix D
Minimum Qualifications Declaration

Part I – Respondent Information

Legal Company Name:	
Street Address:	
City:	
State:	
Zip Code:	

Contact Person Name:	
Title/Position:	
Phone Number:	
Email Address:	

Part II – Minimum Qualifications Description and Confirmation

<p>MQ 1: The prime firm must have at least five (5) years of verifiable continuous experience within the seven (7) years immediately preceding the issuance of this RFQ in providing consulting services in NEPA environmental planning as described in Section II.A, Services Requested.</p> <p>If the Respondent is a team consisting of a proposed prime firm and one or more proposed subcontractors, then the prime firm of the team must meet MQ1 and the subcontractor must meet the below MQ3 in its specified areas of expertise, if that expertise is tendered as a response to the MQs.</p>	
Qualifying Experience for MQ1	
Start Date (Month & Year):	End Date (Month & Year):
<p>Contact information for a person who can verify Respondent's participation. (Name, title, phone and email):</p> 	

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Brief description of the qualifying work:

(Insert additional tables and/or pages for more qualifying experience for MQ1, if needed)

MQ 2: The prime firm must have at least two (2) projects providing NEPA planning services at U.S. public use airports with greater than 10 million annual enplanements within the seven (7) years immediately preceding the issuance of this RFQ.

Prime firms that have NEPA planning contracts executed with these U.S. airports but without actual project work initiated at that airport shall not list that “project” for the purpose of meeting this MQ.

Qualifying Project 1 for MQ 2

Start Date (Month & Year):

End Date (Month & Year):

Contact information for a person who can verify Respondent’s participation. (Name, title, phone and email):

Brief description of the qualifying work:

Qualifying Project 2 for MQ 2

Start Date (Month & Year):

End Date (Month & Year):

Contact information for a person who can verify Respondent’s participation. (Name, title, phone and email):

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Brief description of the qualifying work:

MQ 3: Each proposed subcontracting firm of the prime firm must have a total of not fewer than two (2) relevant projects within the seven (7) years immediately preceding the issuance of the RFQ in their areas of expertise as described in Section II.A, Services Requested.

Subcontractors are not required to have expertise in all Services described in Section II.A to meet MQ3. Subcontractors may meet MQ3 by demonstrating project experience in their area(s) of expertise, if the prime firm tenders such expertise as a response to the MQs.

Qualifying Project 1 for MQ 3

Start Date (Month & Year):

End Date (Month & Year):

Subcontractor Company Name that provided the service:

Contact information for a person who can verify Subcontractor's participation. (Name, title, phone and email):

Brief description of the qualifying work:

Qualifying Project 2 for MQ 3

Start Date (Month & Year):

End Date (Month & Year):

Subcontractor Company Name that provided the service:

Contact information for a person who can verify Subcontractor's participation. (Name, title, phone and email):

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Brief description of the qualifying work: