

REQUEST FOR PROPOSALS

CLEANING, SAFETY, DISPATCH, MAINTENANCE &
AMBASSADOR PROGRAM

ISSUED BY:



333 Bush Street, Suite 2010
San Francisco, CA 94104

DCBD REPRESENTATIVE:

John Bozeman
Executive Director
jbozeman@sfdcibd.org
(415) 686-9652

Overview

The Downtown Community Benefit District (DCBD) is a newly formed nonprofit 501(c)(3) community-based organization established to improve and convey special benefits to properties within the historic and central business district in San Francisco.

DCBD has entered into an Agreement for “Administration of Downtown Community Benefit District” with the City and County of San Francisco which is attached as **Exhibit F** and incorporated herein by reference. DCBD is authorized to subcontract for the provision of District Programs and administrative, professional and related services necessary or convenient for the implementation of the Management Plan (available at <https://oewd.org/downtown>) in accord with that Agreement. All proposers will be required to meet each and every requirement applicable to subcontractors as set forth in that Agreement including but not limited to any Section 6 Audit and applicable provisions of Sections 13 and 16.

The DCBD is seeking Statements of Proposals from professional and creative contractors to manage a comprehensive cleaning, safety, dispatch, maintenance and ambassador program to commence no later than November 19, 2020.

The DCBD is working to advance the quality of life for all stakeholders within its boundaries and is doing so with stakeholders via the organization’s Clean and Safe Committee.

The District’s objective is to improve the parcels within the Financial District and Jackson Square areas by enhancing the appearance and safety of the area, increasing building occupancy and lease rates, encouraging new business development, and attracting ancillary businesses and services. The DCBD Management Plan, approved by property owners, governs all operations of the District.

Pertinent Dates*

- Release of RFP: August 28, 2020
- Contractor questions due: September 10, 2020
- Proposals due: September 21, 2020
- DCBD Interim Board authorizes contract negotiations: September 28, 2020
- DCBD Interim Board approves contract: October 19, 2020
- Services commence: November 19, 2020

*each date subject to change – It is the Proposers’ responsibility to check www.sfdcbd.org for any updates on a regular basis.

Submission Process

All Proposals must be received by close of business day, on September 21, 2020 at 5:00 p.m. Postmarks will not be considered in judging the timeliness of submissions. **Late submissions will not be considered**, including those submitted late due to mail or delivery service failure. All statements must include all items noted in the **RFP Submittal Checklist**.

Submit your Proposal electronically in PDF format to:

John Bozeman
Executive Director
Downtown Community Benefit District
jbozeman@sfdcibd.org

The District will not accept statements by any other delivery medium. Electronic files must include all documents submitted in one, complete, electronic file. Each page of these electronic files must be titled with the Proposer's name and Attachment number, if applicable. Electronic files should include signatures, where applicable.

Proposals received under this RFP that fail to address each of the requested items in sufficient and complete detail to substantiate that the Proposer can meet the District's minimum qualifications, will be deemed non-responsive and will not be considered for evaluation. Note that proposals stating, "to be provided upon request" or "to be determined" or the like, or that do not otherwise provide the information requested (left blank) are not acceptable and shall be deemed non-responsive.

All questions regarding the RFP must be in writing and should be directed to John Bozeman Executive Director, DCBD, via email jbozeman@sfdcibd.org no later than, September 10, 2020. No oral questions will be accepted. No questions will be accepted after this time. All inquiries should include the title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP and posted on www.sfdcibd.org. This RFP will only be governed by information provided through written addenda.

Each Proposer must acknowledge receipt of any Addenda as part of its cover letter.

DCBD accepts no financial responsibility for any costs incurred by a firm in responding to this RFP.

Proposal Components

Proposals must include all items noted on the **RFP Submittal Checklist**. Incomplete submissions will not be considered.

Scope of Work

The Contractor will be responsible for administering the DCBD Cleaning, Safety, Dispatch, Maintenance, Ambassador Programs as described in this RFP and the Downtown Community Benefit District Management Plan of April 15, 2019 (available at <https://oewd.org/downtown>). The Contractor's responsibilities will include overall management, safety, dispatch, janitorial services, and general maintenance as described in the RFP Submittal Checklist and Exhibit A – Scope of Services.

Service Area

The DCBD is located in the historic Financial District and Jackson Square areas predominantly north of Market Street on the eastern end of the City. Additionally, a portion of the District encompasses parcels on the south side of Market Street along Stuart and Spear Streets (See Exhibit B – District Boundaries).

Term

The DCBD seeks to enter into an initial (1) one-year contract with the selected Contractor with full services to commence no later than November 19, 2020. The DCBD will have the right to terminate the Contract with or without cause, upon proper notice. Payments under the Contract will be based on a fixed management fee. The DCBD reserves the option, upon agreement of the board of directors and the Contractor, to extend the contract for two (2) additional, one-year, terms.

Selection Process

The DCBD will select the Contractor which, in its sole judgment, is the most advantageous to the District and which successfully demonstrates the qualities necessary to provide the services of the District.

It is the District's intent to select Proposers for contract negotiations that will provide the best overall service package to the District inclusive of fee considerations. Proposers firms selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the District's right to solicit contracts for similar or identical services if, in the District's sole and absolute discretion, it determines proposals are inadequate to satisfy its needs. There are three phases to the evaluation process:

- District staff and the Clean and Safe Committee - consisting of 5 members of the DCBD Interim Board of Directors responsible for making recommendations to the Board regarding maintenance, safety, mobility management and civility programs set forth in the Management District Plan - first perform an Initial Screening as described below. Responses that pass the Initial Screening process including Minimum Qualifications will proceed to the Evaluation of Proposals.
- Evaluation of Proposals will be completed by District staff and the Clean and Safe Committee. The District reserves the right to accept other than the lowest price offer and reject all proposals that are not responsive to this request.
- Oral interviews via Zoom or other communication medium may be held at the DCBD's discretion.

Initial Screening

The District will review each proposal for initial determination on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation, responsiveness to the following: compliance with Minimum Qualification requirements, compliance with format requirements, response completeness, and verifiable references.

Proposals are not scored during the Initial Screening process. Initial Screening is a pass/fail determination as to whether a response meets the threshold requirements described above. By **Deadline for RFP Responses, September 21, 2020**, any response that does not demonstrate that Proposer meets requirements will not be eligible for consideration in the Evaluation of Proposals described below. The District reserves the right to request clarification from the Respondent prior to rejecting a response for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the District and a Proposer for the purpose of clarifying certain aspects of the Proposal and will not give a Proposer the opportunity to revise or modify its response.

Proposals received under this RFP that fail to address each of the requested items in sufficient and complete detail to substantiate that the Proposer can meet the minimum qualifications, will be deemed non-responsive and will not be considered for evaluation. Note that Proposals stating, "to be provided upon request" or "to be determined" or the like, or that do not otherwise provide the information requested (left blank) are not acceptable and may be deemed non-responsive.

Minimum Qualifications

Any response that does not demonstrate that the Proposer meets these minimum qualifications by the response deadline will be considered non-responsive and will not be evaluated or eligible for award of a contract.

- **EXPERIENCE:**
 - Has submitted two Prior Project Descriptions which meet all of the following criteria:
 - The services/experiences described in **each** of the Prior Project Descriptions area must be comparable to the services the DCBD is requesting, described in Scope of Work.
 - The services described in **at least one** of the Prior Project Descriptions must have been provided to Community Benefit Districts, public sector municipalities or similar government agency clients.
 - **Both** Prior Project Descriptions must demonstrate successful completion within five years from the issuance date of this RFP (successful completion means project deliverables have been completed as required).

- **STAFFING:**
 - The lead staff proposed to be assigned to the District's project(s) must individually have had a similar lead role in **both** of the Prior Project Descriptions submitted for each service area.

Response Evaluation Criteria (100 points)

- **Firm Qualifications – 20 points**
 - Proposer's firm history and structure, including total staff size and composition.
 - Proposer's experience providing similar services to Community Benefit Districts, municipalities or other government agencies.
 - Proposer's capacity and resources to provide the services under this RFP.
 - Client relationships terminated for reasons other than convenience, if any.

- **Staff Qualifications – 30 points**
 - Clarity and appropriateness of proposed staffing structure.
 - Roles and responsibilities, qualifications, and educational backgrounds of lead staff members proposed to perform services for the District.

- **Approach and Cost – 40 points**
 - Work plan/approach demonstrates understanding of the project and the tasks to be performed including but not limited to:

- Experience, Proposals and methods of the Contractor in dealing appropriately with stakeholders of the public including but not limited to: workers, visitors, residents, elderly, disabled, urban youth, homeless, and non-English speaking persons.
- Experience, Proposals and methods of the Contractor regarding service delivery during the COVID-19 pandemic including protection of frontline workers and preventing service interruption to DCBD stakeholders.
- A clear understanding of the employer requirements as mandated by the City and County of San Francisco as they are currently and may change from time to time.
- Ability to satisfy the DCBD insurance requirements (see Exhibit C).
- Cost.
- Comparability of wages and benefits with local industry standards.
- Responsiveness to this RFP including but not limited to all descriptions and requirements of Scope of Service.
- Ability to launch full services and operations beginning no later than November 19, 2020.
- Understanding of the DCBD management plan and how to deliver services in a manner best suited to that plan.
- Demonstrated and proposed method for responding to client concerns and ability to resolve problems quickly and appropriately.
- Corporate and financial stability.
- Other criteria, as determined, at the sole discretion of DCBD management and the Clean and Safe Committee:
 - Demonstrates ability to complete project in a timely manner;
 - Expectations of client involvement or level of effort are appropriate; the proposed approach and questions demonstrate experience with providing services to comparable clients.
 - Sufficient expertise and methodology to create competitive differences that will be beneficial to the District is demonstrated.
 - Cost response is sufficiently detailed, reasonable and appropriate.
- **Completeness of Response Submission – 10 points**
 - Response conforms with RFP requirements and concisely but comprehensively addresses RFP requirements.
 - Response is professionally presented and contains organized content and format.

The DCBD reserves the right, at its sole and absolute discretion, to: a) reject any and all responses submitted without negotiation or comment; b) accept any response as submitted without negotiation or comment; c) require revisions to, corrections of or other changes to any response submitted as conditions precedent to further consideration; d) select one or more responses for negotiations; e) seek new response from new or existing Contractors; and/or f) withdraw this Request for Proposals without notice.

Transparency

The DCBD serves properties located within the District boundaries, each paying a special assessment for these services. In the interest of transparency, all information provided by Contractors may be disclosed, unless the information is specifically noted as proprietary or trade secret and considered to be as such under data privacy laws. Please mark each page of your submittal that is to be considered proprietary information or trade secret. All information will be subject to data privacy laws and is subject to disclosure at the DCBD's sole discretion. The DCBD is subject to disclosure of its records under the California Public Records Act.

Limitations on Contact with DCBD Representatives

Questions and contact will be directed to John Bozeman, Executive Director at jbozeman@sfdcdbd.org. All proposers are otherwise prohibited from contacting or participating in discussion with any other representative or official of the DCBD, board, and/or staff regarding any aspect of the RFP process at any time until award of the contract. Violation of this no-contact rule by any bidder or subcontractor, or any representative or agent thereof, shall result in disqualification.

Right to Terminate, Modify, or Suspend RFP

The DCBD reserves the unqualified right to modify or suspend any and all aspects of the RFP, to terminate the RFP process at any time, to waive any defects as to form or content of any Proposals submitted in response to the RFP, and to reject any and all Proposals without explanation.

DCBD Rights Regarding Selection, Negotiation, and Contract Award

The DCBD retains the right to orally interview, and to request clarification or additional information in oral or written form, and to check references orally or in writing, at any time in the selection process, for any, all, or none of the respondents submitting Proposals. Proposers must include valid contact information for DCBD to contact and verify services indicated above. The DCBD will only attempt to contact the listed reference contact three (3) times. The DCBD reserves the right to reject, disqualify, and/or deem nonresponsive any Proposer who submits invalid customer contacts, or if the customer contact is nonresponsive or unreachable.

The DCBD retains the right to select any or none of such respondents for exclusive Contract negotiations, to terminate such negotiations at any time, and to enter into negotiations with another respondent. The DCBD retains the right to accept, reject or require the replacement of any subcontractor during the selection and negotiation process. The selection of a respondent for Contract negotiations shall not in any way bind the DCBD to approve or execute a contract with the respondent. The final selection of the Contractor and the Contract terms are subject to

approval by the DCBD Board of Directors. The DCBD reserves the right to reject any Statement of Proposals, all Proposals, or any part of a Proposal submitted in response to the RFP.

Claims Against the DCBD

By responding to this RFP, the respondent waives any claim against the DCBD or DCBD property by reason of any or all of the following: the selection process or any part thereof; any informalities or defects in the selection process, award or non-award of the Contract; any statements, representations, acts, or omissions of the DCBD, its staff or board in the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

Protest Procedures - Protest of RFP Terms

Failure of a Proposer to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive and will result in rejection of the protest.

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to protests based on allegations that: (i) the RFP is unlawful in whole or in part, (ii) one or more of the requirements of the RFP is onerous, unfair, or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of protest as set forth below.

By 5:00 p.m. P.S.T. on the third working day after the issuance of the RFP, any Proposer may submit a written notice of protest via email to Protests or notices of protests delivered orally (e.g., by telephone) will not be considered.

The protest must state the basis for the protest, refer to the specific requirement or portion of the RFP at issue, and describe the modification to the RFP sought by the prospective Proposer. The protest must also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

The DCBD may extend the response submittal deadline to allow sufficient time to review and investigate the protest, and issue Addenda to incorporate any necessary changes to the RFP.

Protest of Non-Responsiveness Determination

By 5:00 p.m. PST on the fifth working day after the DCBD issuance of a notice of non-responsiveness, any Proposer that has submitted a response and believes that the DCBD has incorrectly determined that its response is non-responsive, may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the DCBD on or before 5 p.m. PST of the fifth working day following the DCBD issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for DCBD to determine the validity of the protest.

Delivery of Protests

All protests must be received by the specified dates and time deadlines stated above. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered.

Protests must be delivered via:
E-mail: jbozeman@sfdcbd.org

Protest Review

If a Proposer submits a complete and timely protest, the DCBD will review the notice of protest soon after receipt of the protest to determine its validity, including, but not limited to: (1) receipt by due date; (2) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (3) signed by an individual authorized to represent the Proposer; (4) citation of the law, rule, local ordinance, procedure or RFP provision on which the protest is based; and (5) specification of facts and evidence sufficient for the DCBD to determine the validity of the protest.

A Proposer may not rely on a Protest submitted by another Proposer, but must timely pursue its own Protest. DCBD, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then DCBD may not consider such new grounds or new evidence.

If DCBD determines that the notice of protest is valid, DCBD will review facts and evidence to determine the outcome of the protest. The review will be an informal process conducted by the DCBD or its designee and will be based upon the information submitted by the Proposer in its protest letter. The DCBD may seek input from its counsel and/or other City departments as needed or appropriate. The DCBD will notify the Proposer in writing of its decision at the conclusion of the review. The DCBD will make the final determination regarding the outcome of the protest. The decision of the DCBD regarding a protest is final.

Personnel

All personnel used by the Contractor or subcontractor(s) under this program will be employees of the Contractor or subcontractor(s) as appropriate. Contractor and subcontractor(s) shall pay

all salaries, insurance and expenses, all federal social security taxes, federal and state unemployment taxes, and all other taxes relating to their respective employees. Contractor and subcontractor(s) must comply with legal requirements including, but not limited to, the Federal Fair Labor Standards Act, Equal Opportunity Employment, and Americans with Disabilities Act.

The Contractor, the Contractor's employees, and its subcontractors, shall be competent and careful workers skilled in their respective trades. Subcontractors shall be subject to prior approval by DCBD. The Contractor shall not knowingly employ nor contract with any person who engages in misconduct or is incompetent or negligent in due and proper performance of his or her duties and the Contractor must warrant the fitness of all employees. The DCBD shall have the right to require that a background check be completed on and a 10-panel drug test be administered by the Contractor to all personnel, as well as require the Contractor to remove from Contract services any employee who displays misconduct toward the public or public or private property, or is in any way discourteous or inappropriate to the public. The DCBD and the City and County of San Francisco reserves the right to audit all records including employee payroll records and review testing programs, policies and procedures, the employee handbook, and other written information, and observe training.

Fulfilling All San Francisco City and County Requirements

The selected Contractor will be required to comply with the terms of the Agreement for the Administration between the DCBD and the City and County of San Francisco - see Exhibit F.

**CLEANING, MAINTENANCE &
AMBASSADOR PROGRAM
RFP SUBMITTAL CHECKLIST**

The items listed on the following checklist are intended to clarify Exhibit A - Scope of Services and inform Contractors of the level of service the DCBD is pursuing. Final levels of service, staffing and equipment will be determined as part of a Cost-Plus contract to be negotiated with DCBD management.

Contractor Name:

Indicates a required submittal.

Provide a cover letter

A cover letter describing the composition of the Contracting team (identifying services to be provided by the Contractor and any subcontractors, if applicable), summarizing the experience and Proposals of the team relative to the selection criteria above, acknowledging receipt of Addenda, and outlining the Contractor's approach to providing Ambassadors, a cleaning and maintenance program, and dispatch services for the DCBD.

I. COMPANY/BUSINESS INFORMATION

Provide the following information:

- Name, address, telephone numbers and email addresses.
- Location and size of local and national offices (if any).
- Name of parent company (if any).
- Number of years in business.
- Company's Federal ID number.
- Legal structure (including whether privately or publicly held), incorporation information and corporate structure.
- Documentation of financial stability and resources. Include current financial statements for the entity that will execute the contract and any guarantors.
- List of any applicable licenses and permits currently held.
- List of commercial general liability insurance policies held in conjunction with current contracts for programs similar to the District's Ambassadors and cleaning service programs (concierge, safety, cleaning and maintenance). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.

II. EXPERIENCE AND REFERENCES

Provide the following information:

- Description of Contractor's experience in San Francisco (if any).
- List all relevant experience and provide at least three references. References should include contact names, email addresses and telephone numbers.
- Reference checks, including, but not limited to, prior clients Prior Project Description(s), may be used to determine: (i) the applicability of Proposer's experience to the services the District is requesting, (ii) the quality of services and staffing provided to prior clients, (iii) adherence to schedules/budgets, (iv) Proposer's problem-solving, project management and communication abilities, (v) performance on deliverables and outcomes, and (vi) effectiveness in meeting or exceeding project objectives. If reference checks establish that information included in a Prior Project Description or elsewhere in the response is untruthful, then the DCBD may reject the Proposal.
- To effectuate the candid completion of the reference check above, Proposer is required to sign the , Release of Liability - Exhibit D.

- Describe each management team position and their responsibilities for executing the contract. Include resumes for each individual and the percentage of time each would devote to the contract.
- Provide a list of organizations in the District with whom Contractor currently has contracts.
 - NOTE: Having contracts with properties or organizations within the District will not exclude Contractor from consideration.
- Provide two Prior Project Descriptions which meet all of the following criteria:
 - The services/experiences described in **each** of the Prior Project Descriptions area must be comparable to the services the DCBD is requesting, described in Exhibit A - Scope of Services .
 - The services described in **at least one** of the Prior Project Descriptions must have been provided to community benefit districts, public sector municipalities or similar government agency clients.
 - **Both** Prior Project Descriptions must demonstrate successful completion within five years from the issuance date of this RFP (successful completion means project deliverables have been completed as required).
 - Designate the lead staff proposed to be assigned to the District's project(s) must individually have had a similar lead role in **both** of the Prior Project Descriptions submitted for each service area.

III. DCBD SERVICE OBJECTIVES AND HOURS

Contractor shall perform cleaning, safety, dispatch and maintenance services identified in this RFP and Exhibit A – Scope of Services. Contractor shall maintain ambassador, safety, cleaning and maintenance services and standards, and a dispatch facility throughout the year. The initial

Proposal shall include scope and budget for a minimum level of service of 7 days a week, 8-10 hours a day.

Scope and budget proposals shall provide for service increases, as determined in the sole discretion of the DCBC, not to exceed a daily basis, 7 days a week, 12 hours per day.

DCBD Community Ambassadors

Dealing with street behavior issues and enhancing community engagement within the CBD boundaries is a priority which will provide services for individually assessed parcels in the form of patrolling personnel, nighttime patrol, and safety attendants. The purpose of this service is to increase a sense of wellbeing in the district through two lenses: 1) Safety: prevent, deter, and report illegal activities taking place on the streets, sidewalks, storefronts, public spaces, and parking lots. The presence of the attendants is intended to deter illegal activities such as public urination, indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The employees will act as the “eyes and ears” of the District. They will supplement, not replace, other ongoing police, security, and patrol efforts within the District. The ambassadors will also maintain communication with current private security firms within the boundaries of the CBD as well as with the San Francisco Police Department area patrols and report illegal activities to them. Ambassadors will communicate with relevant social services organizations when appropriate. 2) Engagement: proactive welcoming to the district at main entry points (BART, MUNI, etc.), directional guidance and district education. Ambassadors should be a visible and inviting presence that defines the hospitality of the district, serve as informational hubs and act as deterrents to inappropriate and/or illegal behavior.

Clean and Safe Ambassador Team

One of the top priorities for DCBD owners is enhanced maintenance efforts. In order to deal with cleaning issues, sidewalk attendants will be providing a multi-dimensional approach that may consist of CBD-identified, uniformed, radio-equipped personnel sweeping litter, debris, and refuse from sidewalks, gutters, and public spaces of the District. They may clean all sidewalk hardscape such as trash receptacles, benches, and parking meters. Additionally, they may maintain public space as needed, and, aid in the removal of graffiti, stickers, organic waste and other nuisances as described in the San Francisco Health Code.

Clean and Safe Team members will be deployed throughout the DCBD map area. In addition to the services in the Management Plan, Clean and Safe Team members are responsible for responding to immediate neighborhood cleaning needs. The team will take before and after photos to demonstrate that identified issues have been properly addressed.

The DCBD and the Contractor will determine the precise Clean and Safe Team Schedule.

Services Dispatch

Essential to the function and success of the DCBD street services and safety operations is an easily accessible Dispatch Center to receive and route calls for services. The Contractor shall provide multiple ways for the public to report and track issues, including calling Dispatch, emailing, texting, online access, and via a mobile app.

The contractor is encouraged to propose the most responsive and cost effective way to provide Dispatch including but not limited to utilizing the best technology to collect data, analyze and extrapolate the optimal timeframe and cost savings for dispatch availability.

☐ Provide description of Contractor’s plan to deliver the expected Ambassador, Safety, Clean and Safe Team and Dispatch services. Include a detailed scope of services and describe how they will be implemented. Proposed staffing levels (including hours of staffing), management structure and weekly schedule should also be included.

IV. BUDGET PROPOSAL

Based upon the scope detailed in the service objectives (above) Exhibit A and DCBD Management Plan, Contractor shall provide budget figures for a 12-month period no later than November 19, 2020 to November 18, 2021 operation. A detailed breakdown should include but is not limited to: personnel costs, equipment and supply costs - including PPE due to COVID-19, training costs, uniform costs, communication and reporting costs, office and storage costs, overhead and profit. Service provider shall be subject to various ordinances and orders by all levels of government and as mandated by the DCBD Agreement with the City and County of San Francisco, e.g., minimum wage ordinance requirements and Public Health Emergency Leave. Those and other government mandated costs should be reflected in the budget narrative.

☐ Provide a complete detailed budget proposal including labor costs to provide services.

VI. INNOVATION AND TRAINING

This RFP and Exhibit A - Scope of Services identifies the baseline services to be provided by the Contractor. The DCBD is also very interested in what efficiencies, innovations and suggestions for improvement can be offered to the program (in line with the DCBD Management Plan). Proposed program additions may include, but are not limited to, equipment, specialty training and programs, deployment changes, coordination of work and higher levels of staffing.

Training will be important to the success of the Contract Service. Training will include extensive initial training as well as ongoing training programs to refresh basic knowledge.

Mandatory Ambassador training within 6 months of hire include but are not limited to:

- Policies regarding personal conduct, attitude, etiquette
- Uniform maintenance, appearance
- Public relations and customer service
- Personal safety policies and procedures; emergency procedures
- CPR/First Aid
- Community sensitivity/cultural diversity
- Dealing with disruptive emotional behavior, mentally ill individuals, homeless individuals, aggressive behavior, etc.
- Daily procedures, scheduling, assignments
- Radio/Communications device use and etiquette
- Equipment use and maintenance
- Bicycle and Segway safety, as applicable
- Data collection, report writing, emergency reporting procedures
- Program activity reporting
- Chain of command
- Legal responsibilities
- Employee Code of Conduct/Rules and Regulations

Mandatory Ambassador training within 12 months of hire include but are not limited to:

- Classroom and field training: downtown geography, points of interest, businesses, and services.
- History and organization of the Downtown Community Benefit District.
- DCBD attractions.
- Special Events procedures.
- Disaster readiness, including protests, natural disasters.

All employees must complete the required trainings and participate in ongoing training annually thereafter.

Provide information on proposed innovation and training including labor, equipment and other resources/costs necessary to execute a plan/program.

VII. FACILITY

Contractor shall provide a facility(s) in which to house the District Ambassador Program. The facility(s) shall include all areas for management of the program including: Ambassador check in area, locker rooms, uniform storage, Ambassador communications, shift assignments, storage for vehicles, equipment maintenance area, general offices and any other space needed by the program.

Provide specific criteria needed for a facility(s) to serve as an Ambassador Operation Center and proposed location(s).

Provide annual costs for maintaining such a facility(s) (including but not limited to all necessary office equipment).

VIII. REPORTING AND METRICS

The DCBD requires that the Contractor establish a comprehensive data collection system that tracks incidents and interactions with the public, services performed, property conditions, work orders and Guide performance. These metrics will be used to demonstrate the achievements and value of the District to stakeholders. The organized collection of data is essential; all activities of the safety, cleaning and maintenance, ambassador, and dispatch functions must be captured.

Data to be collected include (but are not limited to) DCBD specific statistics on pounds of trash removed, graffiti removed and pedestrian assists. Contractor shall also track and compile staffing reports on items such as number of employees on duty, areas patrolled, frequencies of patrols and historic information tracking the locations of ambassadors.

In addition to clean and safe statistics, Contractor shall be responsible for maintaining a database of businesses in the District to keep DCBD up to date on business operations. DCBD expects ambassadors to regularly engage with businesses in the neighborhood, so ambassadors will be the best source for gathering this information. The database shall include, but is not limited to, business address, business name, business owner's name, and type of business. The database shall also include a system for tracking when commercial spaces become vacant and monitoring the length of vacancies on a monthly basis or as determined by the DCBD.

Provide methodology for tracking and reporting all data and work performed. Indicate the type of system(s) proposed and describe the capabilities for tracking incidents and interactions, querying data and providing trend reporting and analysis.

X. FINANCIAL AND LEGAL DISCLOSURES

Provide information on whether your firm ever defaulted on a loan or other financial obligation, and if so, describe every such instance. This includes all affiliate corporations and partnerships in which your firm is a general partner. The description must explain the circumstances regarding the default, including dates and current status.

Provide all legal or administrative proceedings or actions, past or pending, that have been filed against your firm or wholly-owned subsidiaries. The description must include the dates the complaints or actions were filed and the present status of the matters, and/or their resolution of the litigation, if applicable.

Provide all past or pending administrative complaints/hearings against or any debarment or suspension of, or any other administrative determination by any federal, state, or local government entity relating to your firm, individual principals, corporation, LLC, LLP, against any affiliated corporations or partnerships in which they are general partner, or other business entity. The circumstances, including dates and current status, must be described.

Provide whether your firm or wholly owned subsidiaries ever filed for bankruptcy, and if so, describe every such incident. The descriptions must include dates and jurisdiction of filing, an explanation of the circumstances of the bankruptcy filing, and the current status.

Provide any business operation or ownership, property ownership, investments or other financial relationships of your firm, individual principals, corporation, LLC, LLP, or any affiliated corporations or partnerships in which they are a general partner, or other business entity with, or any gifts or loans made to, any member of the DCBD Board of Directors or their immediate families. If none, state "None."

Provide legal authorization for DCBD to obtain references from each reference including but not limited to each of the entities identified as Prior Projects.

Provide following statement with any response:

"I am an officer authorized by my company to submit this Response to Request for Proposals and to bind my company to this Proposal and any ensuing Agreement. I certify that the Company, its officers, representatives and assigns accept all of the terms of the RFP, including the Limitation on Contact with DCBD Representatives.

This Proposal is genuine, and not feigned or collusive, nor made in the interest or on behalf of any person not named herein. The submitter has not directly or indirectly induced or solicited any other proposer to submit a sham bid, or any other person, firm or corporation to refrain from submitting a Proposals. The submitter has not in any manner sought by collusion to secure for themselves an advantage over any other submitter."

Exhibit A - Scope of Services

The Contractor will be responsible for administering the CBD Safety, Dispatch, Ambassador and Cleaning and Maintenance Programs as set forth in this RFP and in the Downtown Community Benefit District Management Plan of April 15, 2019 (available at <https://oewd.org/downtown>).

Baseline days and hours - 7 days a week, 8-10 hours a day. Proposal must include the option to increase service at the sole discretion of DCBD.

They include but are not limited to the following:

Clean and Safe Ambassador Team

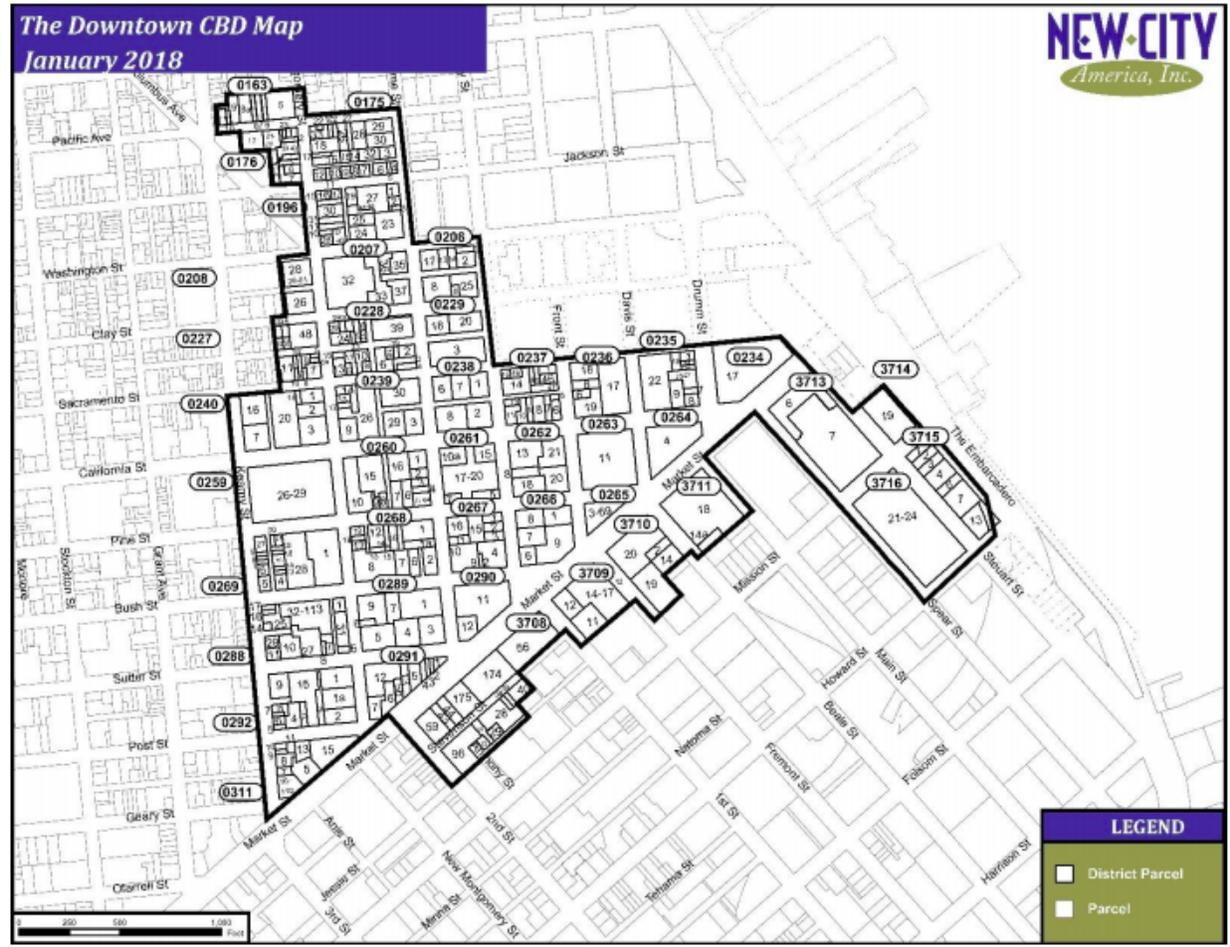
- Cleaning/Maintenance
 - Graffiti/handbill/poster/sticker removal, within 24 hours as necessary.
 - Public space - existing and new - maintenance and set up.
 - Refuse and Recycling
 - Removing and disposing all trash and recycling - including, but not limited to biowaste and needles, and recycling materials from public areas and sidewalks.
 - Removing trash overflow from current and new receptacles.
 - Performing enhanced trash disposal (over and above city services).
 - Submitting 311 requests to the San Francisco Department of Public Works for illegal dumping sites.
 - Sidewalk and gutter sweeping.
 - Sidewalk steam cleaning.
 - Tree and vegetation maintenance (over and above city services).

Community Ambassador Team

- Engagement
 - Proactive welcoming to the District of any worker, resident or visitor at main entry points including BART, MUNI, and key path of travel areas.
 - Provide directional guidance and District education.
 - Work with ground floor businesses to help them know more about the District and the services that are offered.
- Safety
 - Patrol the District map area to identify issues of concern:
 - Prevent, deter, and report illegal activities taking place on the streets, sidewalks, storefronts, public spaces, and parking lots.
 - Presence of the attendants is intended to deter illegal activities such as public urination, indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping.

- Street behavior issues
 - Working with the City and County of San Francisco and/or hiring non-profit or private caseworkers to respond to homeless issues, aggressive panhandling, and mentally ill people.
- Dispatch
 - Dispatch should be easily accessible to receive and route calls for service
 - The Contractor shall provide multiple ways for the public to report and track issues, including calling Dispatch, emailing, texting, online access, and via a mobile app.
 - The contractor is encouraged to propose the most responsive and cost effective way to provide Dispatch including but not limited to utilizing the best technology to collect data, analyze and extrapolate the optimal timeframe and cost savings for dispatch availability.
- Training
 - Mandatory Ambassador training within 6 months of hire include but are not limited to:
 - Policies regarding personal conduct, attitude, etiquette.
 - Uniform maintenance, appearance.
 - Public relations and customer service.
 - Personal safety policies and procedures; emergency procedures.
 - CPR/First Aid.
 - Community sensitivity/cultural diversity.
 - Dealing with disruptive emotional behavior, mentally ill individuals, homeless individuals, aggressive behavior, etc.
 - Daily procedures, scheduling, assignments.
 - Radio/Communications device use and etiquette.
 - Equipment use and maintenance.
 - Bicycle and Segway safety, as applicable.
 - Data collection, report writing, emergency reporting procedures.
 - Program activity reporting.
 - Chain of command.
 - Legal responsibilities.
 - Employee Code of Conduct/Rules and Regulations.
 - Mandatory Ambassador training within 12 months of hire include but are not limited to:
 - Classroom and field training: downtown geography, points of interest, businesses, and services. History and organization of the Downtown Community Benefit District.
 - DCBD attractions.
 - Special Events procedures.
 - Disaster readiness, including protests, natural disasters.
 - All employees must complete the required trainings and participate in ongoing training annually thereafter.

Exhibit B - District Boundaries



Eastern Boundary: From the southwestern parcel of the intersection of Howard Street and the Embarcadero running northward along the west side of the Embarcadero to the parcel at (APN) 3714-019.

Southern Boundary: Parcels on the south side of Market Street, not included in the Transbay/East Cut CBD, have been included in the Downtown CBD boundaries. This is to prevent any parcels from being excluded from either CBD. The only parcel not included on the south side of Market is the Federal Reserve building. The boundaries are therefore as follows: From the southwestern parcel of the intersection of Howard Street and the Embarcadero, running westward to the parcel at the northeastern corner of the intersection of Howard and Spear Street. Continuing northward along the eastern side of Spear Street to Market Street. Continuing westward on Market Street and running south to mid-block Market to Mission on the west side of Main Street. Continuing along a line which includes all the parcels that border the current East Cut Community Benefit District westward to 2 nd Street. Continuing northward along the western side of 2 nd Street to Market Street, continuing westward down the middle of

Market Street to the parcel at the northeastern parcel at the intersection of Kearny Street and Market Street.

Northern Boundary: From the northern side of the Hyatt hotel at the northeastern parcel at the intersection of Market Street and Drumm Street, running westward along the southern side of Sacramento Street up to the intersection of Sacramento and Battery Street. Then moving northward, up westside of Battery until reaching Washington Street, then heading one block west bound (south side only) to Sansome. Continuing northbound on Sansome (including only the west side of the Street), to the intersection of Sansome and Pacific Avenue. Then heading west bound on Pacific including only the parcels along the south side of Pacific until the boundaries reach the intersection of Pacific and Montgomery. From that point, the CBD includes parcels on both sides of Pacific Avenue up to the parcels just east of the two parcels at Columbus and Pacific. Those two parcels (0176-016 and 0163-012) were not included because they were to be added to an adjacent CBD, and because the 1994 Act prohibits the same parcel from being included in two separate property-based assessment districts.

Western Boundary: From the parcel at the northeastern corner of the intersection of Market Street and Kearny Street, continue northbound along the east side of Kearny Street to the parcel at the southeastern corner of the intersection of Sacramento Street and Kearny Street. Continue eastward to mid-block to the parcel APN 0227 – 011 and run on the west side of that parcel up to mid-block on Clay Street. Include the western side of the parcels APN 0208 -026 – 028, 29-61 to the middle of the intersection of Washington and Montgomery Streets. Continue along the middle of the street of Montgomery Street up to Jackson Street, head west to mid-block and include the parcels on both sides of Pacific Avenue, excluding all parcels fronting along Columbus Avenue as those parcels were to be included in an expansion of an adjacent CBD.

Exhibit C - Insurance Requirements

Standard Minimum Requirements for Contract

- **Commercial General Liability:** The Consultant shall maintain a commercial general liability insurance policy in the amount of \$5,000,000. The DCBD shall be named as an additional insured on the commercial general liability policy.
 - Umbrella Policy of \$10,000,000 minimum coverage required.
 - Commercial General Liability Policy Requirements. To the extent permitted by law, the Commercial General Liability (including excess coverage) policy shall be endorsed to provide for a waiver of subrogation.

- **Crime coverage**

The Consultant shall maintain a \$250,000 crime coverage bond during the term of this Agreement, Fidelity Bond or other form of Commercial Crime coverage acceptable to DCBD.

- **Commercial Automobile Liability:** Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
 - Commercial Automobile Liability Policy Requirements. To the extent permitted by law, the Commercial Automobile Liability (including excess coverage) policy shall be endorsed to provide for a waiver of subrogation.

- **Workers' Compensation:** The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to DCBD prior to commencement of work.
 - Workers' Compensation Policy Requirements. To the extent permitted by law, Contractor's Workers' Compensation (including excess coverage) and Employer Liability policies shall be endorsed to provide for a waiver of subrogation.

- **Errors and Omissions, Professional Liability or Malpractice Insurance:** Consultant shall obtain and maintain Professional Liability Insurance in a minimum amount of \$5,000,000 (five million dollars) per claim. Professional Liability Insurance must be maintained and evidence of insurance must be provided to DCBD for a period of one (1) year after completion of the contract of work.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless DCBD specifically consents to a "claims made" basis. The insurer shall supply DCBD adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to approval of this Agreement and commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant's duty to notify the DCBD immediately upon receipt of the notice of cancellation or non-renewal.

Failure to provide and maintain the insurance required by this RFP will constitute a material breach of Contract. In addition to any other available remedies, DCBD may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

Exhibit D – Authorization to Obtain Reference Checks

RELEASE OF LIABILITY

The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the DCBD may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Signature of Proposer _____

Date:

Exhibit E – Template Contract

AGREEMENT BETWEEN SAN FRANCISCO DOWNTOWN COMMUNITY BENEFIT DISTRICT “DCBD”

AND [REDACTED]

This Agreement (“Agreement”) is made as of [REDACTED], 2020 (“Effective Date”) by and between San Francisco Downtown Community Benefit District (“DCBD”), a California non-profit entity with offices at 333 Bush Street, Suite 2010, San Francisco, CA 94104, and [REDACTED], a [REDACTED] with offices at [REDACTED] (“Consultant”) collectively (“the parties”).

RECITALS:

WHEREAS, DCBD has entered into an Agreement for “Administration of Downtown Community Benefit District” with the City and County of San Francisco which is attached as **Exhibit C** and incorporated herein by reference. DCBD is authorized to subcontract for the provision of District Programs and administrative, professional and related services necessary or convenient for the implementation of the Management Plan (included as an attachment to **Exhibit C**) in accord with that Agreement

WHEREAS, DCBD desires to retain a firm to provide the following service:
INSERT DESCRIPTION OF SERVICES

WHEREAS, Consultant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by DCBD, the parties agree to the following:

1. SCOPE OF SERVICES:

- A. Consultant agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made part hereof. Consultant shall provide these services at the time, place, and in the manner specified in **Exhibit A**. **Exhibit A** is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of a conflict between this Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.
- B. Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in **Exhibit B** or as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

C. Standard of Performance – Consultant shall perform all services under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant’s profession in California.

2. FURNISHED SERVICES:

The DCBD agrees to:

INSERT ANYTHING DCBD NEEDS TO PROVIDE

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Consultant shall provide DCBD with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Consultant shall submit monthly invoices to DCBD in the form approved by DCBD. Such invoices shall at a minimum itemize the services performed as of the date of the invoice and set forth a progress report, including work accomplished, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours worked and the hourly rate for each person consistent with **Exhibit B**. Payment shall be made within 30 days of receipt of invoice.

4. MAXIMUM COST TO DCBD:

In no event will the cost to DCBD for the services to be provided herein exceed the maximum sum of **\$INSERT NOT TO EXCEED AMOUNT**. The payments shall constitute all compensation to Consultant for all costs of services, including but not limited to, direct costs of labor of employees engaged by Consultant, travel expense, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall DCBD be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant’s invoice. As set forth in section 15 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to DCBD may be amended by written notice from DCBD to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made as set forth above and shall terminate **in INSERT TERM** **on INSERT TERMINATION DATE** with an option for DCBD to extend for up to **INSERT OPTION TO EXTEND PERIOD IF APPLICABLE** additional

years with no increase in rates. All Certificate(s) of Insurance must be received by DCBD prior to approval of this Agreement. Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services.

6. INSURANCE: NOTE – Please reference the insurance requirements in the RFP - Exhibit C

- **Commercial General Liability:** The Consultant shall maintain a commercial general liability insurance policy in the amount of \$_____ (\$_____ aggregate). The DCBD shall be named as an additional insured on the commercial general liability policy.
- **Commercial Automobile Liability:** Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$_____.
- **Workers' Compensation:** The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provide to DCBD prior to commencement of work.
- **Errors and Omissions, Professional Liability or Malpractice Insurance:** Consultant shall obtain and maintain Professional Liability Insurance in a minimum amount of \$_____ (five million dollars) per claim. Professional Liability Insurance must be maintained and evidence of insurance must be provided to DCBD for a period of one (1) year after completion of the contract of work.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless DCBD specifically consents to a "claims made" basis. The insurer shall supply DCBD adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to approval of this Agreement and commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant's duty to notify the DCBD immediately upon receipt of the notice of cancellation or non-renewal.

If Consultant is not required to carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit D**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, DCBD may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

7. ANTI-DISCRIMINATION AND ANTI-HARASSMENT:

Consultant and/or any sub-Consultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the DCBD based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any sub-Consultant understands and agrees that Consultant and/or any sub-Consultant is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the DCBD except for any subcontract work identified herein. If Consultant hires a sub-Consultant under this Contract, Consultant shall require sub-Consultant to conform to each and every provision of this Agreement and all applicable requirements of **Exhibit C** and provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require sub-Consultant to name Consultant and DCBD as an additional insured under this Contract for general liability. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-Consultants and shall forward to the DCBD evidence of the same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the DCBD except as provided herein.

Assignment to the City. As required by Section 13.3(b) of the DCBD's Administration

Agreement (attached hereto as **Exhibit C**), Consultant agrees that this Agreement may be assigned to the City and County of San Francisco without the prior consent of Consultant.

10. LICENSING AND PERMITS:

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also maintain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this Contract. Consultant will permit DCBD to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at DCBD's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from DCBD. Consultant shall refund any monies erroneously charged.

City's Audit and Inspection Rights. As required by Section 13.3(b) of the Administration Agreement, Consultant agrees that, the City and County of San Francisco has the audit and inspection rights set forth in Article 6 of the Administration Agreement attached as **Exhibit C**.

12. WORK PRODUCT/ PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this Contract is commissioned by the DCBD is a work for hire. The DCBD shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. The Consultant retains the right to use any of the work product resulting from this Contract for internal marketing purposes. The Consultant waives the right to challenge the

validity of the Client's ownership of the art subject to this agreement because of any change or evolution of the law.

To the extent Consultant incorporates into the work product any pre-existing work product owned by the Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the DCBD of San Francisco.

Consultant shall fully defend, indemnify and hold harmless DCBD, its officers, agents employees and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

13. CONFIDENTIALITY OF DCBD INFORMATION:

During performance of this Agreement, Consultant may gain access to and use DCBD information including but not limited to inventions machinery, products, prices, apparatus, costs, discounts, future plans business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "DCBD Information" that are valuable, special and unique assets of the DCBD.

Consultant agrees to protect all DCBD information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any DCBD information to a third party without the prior written consent of DCBD. In addition, Consultant shall comply with any DCBD policies governing use of DCBD's network and technology systems. A violation by Consultant of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. TERMINATION:

- A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the DCBD may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Consultant shall be excused for failures to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

C. Either party hereto may terminate this Contract without cause by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s). Consultant shall submit to DCBD an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DCBD shall pay Consultant for any services for which compensation is owed; provided, however, DCBD shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by the Agreement. Consultant shall promptly deliver to DCBD all documents related to the performance of this Agreement in its possession or control including but not limited to subscriptions and access to any other service required for continued support. All such documents shall be the property of DCBD without additional compensation to Consultant.

E. DCBD shall have the right to temporarily suspend Consultant's performance in whole or in part, by giving a written notice of suspension to Consultant. If DCBD gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

15. APPROPRIATIONS:

The DCBD's performance and obligation to pay under this Contract is contingent upon an annual appropriation, grant or assessment, from the City and County of San Francisco, the State of California or other third party. Should the funds not be appropriated, DCBD may terminate this Contract with respect to those payments for which such funds are not appropriated. DCBD will give Consultant thirty (30) days' written notice of such termination. All obligations of DCBD to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation, assessment or grant from the City and County of San Francisco, the State of California or other third party, DCBD's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Consultant, DCBD may reduce the Maximum Cost to DCBD identified in section 4 to reflect that elimination or reduction.

16. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the DCBD. Consultant shall be solely responsible to pay all required taxes, including but not limited to, sales, possessory interest, withholding social security, and workers' compensation.

17. AMENDMENT:

This Contract may be amended or modified only by written Agreement of all parties. Requests for enhancements or additional work shall require written modification of the Agreement prior to provision of any additional service.

18.ASSIGNMENT OF PERSONNEL:

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to the DCBD, as is evidenced in writing.

19. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in San Francisco, California.

20. INDEMNIFICATION:

Consultant agrees to indemnify, defend, and hold DCBD, its employees, officers, and agents harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant's negligence, recklessness or willful misconduct in the performance of this Contract.

The existence or acceptance by DCBD of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of DCBD's rights under this section, nor shall the limits of such insurance limit the liability of Consultant hereunder. The provisions of this section shall survive any expiration, assignment or termination of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with any and all Federal, State and local laws, rules, regulations, orders, ordinances and resolutions.

In performing services under the Agreement during a declared statewide or local emergency, Instructor shall comply with all recommendations issued by federal, state

and/or local health officials to protect the health and safety of Consultant's employees and agents, the DCBD's employees and agents, volunteers and the general public.

This Agreement incorporates each and every term of the Administration Agreement between the DCBD and the City and County of San Francisco attached here to and incorporated herein as **Exhibit C**. Consultant shall be deemed a subcontractor pursuant to the Administrative Agreement and is required to meet each and every requirement applicable to subcontractors as set forth in that Agreement including but not limited to any applicable provisions of Sections 13 and 16.

22. NOTICES:

This Contract shall be managed and administered on DCBD's behalf by John Bozeman, Executive Director. Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. Any notice or other communication provided for or required by this Agreement to be in writing shall be deemed received upon the earlier of actual receipt or three business days after proper posting.

Contract Manager: John Bozeman, Executive Director
Downtown Community Benefit District
Dept./ Location: 333 Bush Street, Suite 2010, San Francisco, CA 94104

Telephone No.: _____

Notices shall be given to Consultant at the following address:

Consultant: **INSERT CONSULTANT NAME AND ADDRESS**
Address: _____

Telephone No.: _____

23. CONFLICT OF INTEREST:

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of DCBD or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-Consultant, without the written consent of DCBD. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of DCBD at all times during the performance of this Agreement.

24. INTERPRETATION:

The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings.

25. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

26. ENTIRETY OF CONTRACT:

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

27. NO WAIVER:

Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

28. RELEASE

Consultant and its officers, employees and agents hereby waive and release, without limitation, DCBD and its predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, attorneys, employees, volunteers and assigns from any and all liabilities, claims, demands, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, arising from or related to any injury or illness sustained due to exposure to COVID-19.

- Exhibits: A Scope of Services and Costs
 B Fees and Payment Schedule
 C Agreement for “Administration of Downtown Community Benefit District”
with the City and County of San Francisco
 D Waiver of Insurance Requirements (if applicable)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

Approved by **INSERT NAME OF** **APPROVED BY DCBD**
CONSULTANT

By:

By:

Title: _____

Title: _____

Approved as to Form

Teresa L. Stricker
Downtown Community Benefit District
Counsel

EXHIBIT “A”
SCOPE OF SERVICES AND COSTS **INSERT SCOPE**

EXHIBIT “B”
FEEES AND PAYMENT SCHEDULE (required)

Consultant shall perform the services outlined in **Exhibit A** for a fee not to exceed the maximum sum indicated in section 4 of this Contract. **INSERT SCHEDULE OF FEES AND COSTS**

EXHIBIT “C”
Agreement for “Administration of Downtown Community Benefit District” with the City and County of San Francisco **ATTACH**

END OF EXHIBIT C - TEMPLATE CONTRACT

Exhibit F – Administration Agreement with the City and County of San Francisco

This document is available online via the following link:

https://drive.google.com/file/d/1WKgY6b328SYed3i99efeVOXA71_A3av2/view?usp=sharing