

DOWNTOWN SFA

Request for Proposals

Operational Services

March 2024

RFP Released: March 1, 2024 Proposals Due: March 22, 2024

Downtown San Francisco Partnership

Overview

The Downtown Community Benefit District ("DCBD"), doing business as "Downtown SF Partnership" (DSFP) is charged with providing cleaning, public safety, marketing, and public realm improvements for approximately 43-blocks comprised of San Francisco's historic and iconic Financial District and Jackson Square Historical District.

DSFP's mission of "We lead the way in building a thriving downtown where business gets done, people feel welcome, come to explore, and make memories," is accomplished through robust services and programs. These include public/private partnerships, public realm activation and placemaking, clean and safe operations, marketing, events, and supporting new business development.

The <u>DCBD Management Plan</u>, approved by property owners, governs all operations of the District.

DSFP has entered into an Agreement for "Administration of Downtown Community Benefit District" with the City and County of San Francisco, attached as **Exhibit E**, and incorporated herein by reference. DSFP is authorized to subcontract for the provision of District programs and administrative services necessary for the implementation of the Management Plan in accordance with that Agreement. All Proposers shall be required to meet each 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.

Proposal Submission

DSFP seeks Proposals from professional Contractors to manage a comprehensive Ambassador Program providing cleaning, safety, dispatch and special project services to commence on July 1, 2024.

Pertinent Dates*

Release of RFP: March 1, 2024

Contractor questions due: March 8th, 2024

Proposals due: March 22, 2024

In-person presentations by vendors: Week of April 1, 2024

Contract awarded to service provider: April 12, 2024

Services commence: July 1, 2024

^{*}Each date subject to change.

Submission Process

All Proposals will be accepted until March 22, 2024 at 12:00 p.m. (PST). **Late submissions may not be considered**, including those submitted late due to mail or delivery service failure. All statements must include all items noted in the **Response Evaluation Criteria**.

DSFP requires submission of ten (10) copies of the proposal, as well as one (1) PDF version. Copies must be delivered to the following address:

Downtown San Francisco Partnership ATTN: Robbie Silver, Executive Director 235 Montgomery Street Suite 828 San Francisco, CA 94104

The PDF version of the proposal shall be submitted via email to the following address, and should include signatures, where applicable.

Robbie Silver, Executive Director RSilver@downtownsf.org

Proposals received under this RFP failing 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.

DSFP 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.

Proposal Components

DSFP seeks RFP proposals from qualified Contractors who can successfully provide services that meet the three (3) service categories. **Service providers may choose to respond to any or all the categories listed in the RFP**. The categories are as follows:

Category 1: Cleaning and Special Projects

Category 2: Safety and Community Engagement

Category 3: Dispatch

Scope of Work

The Contractor will be responsible for administering DSFP's Cleaning and Safety Program as described in this RFP and in the Downtown Community Benefit District Management Plan dated April 15, 2019. The Contractor's responsibilities will include management, cleaning, safety, dispatch, and general maintenance as described in the **Exhibit A – Scope of Services**.

Service Boundary Area

DSFP is in the historic Financial District and Jackson Square areas predominantly north of Market Street in the northeast section of San Francisco. A portion of the District comprises parcels on the south side of Market Street along Steuart and Spear Streets (See Exhibit B – District Boundaries).

Terms

DSFP seeks to enter a (2) two-year contract with the selected Contractor with full services to commence July 1, 2024. DSFP exercises 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. DSFP reserves the option, upon agreement of the Board of Directors and the Contractor, to extend the contract for three (3) additional, one-year terms.

Budget

DSFP is seeking proposals with an annual budget amount for all services NOT TO EXCEED \$1,900,000 annually.

The RFP proposal should deliver specific and sufficient itemized details on budget, including but not limited to the following:

- Staffing (wages, insurance/PTI, and benefits)
- Overhead
- Equipment and vehicles
- Supplies
- Uniforms including any laundry services
- Training and Licensing
- Phones, radios, computers, and other communication devices

- Management fees
- Profit
- Any other relevant costs or fees

Service provider shall be subject to various ordinances and orders by all levels of government 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.

Deployment

The RFP proposal must contain a detailed deployment of all staffing showing schedules and assignments for all service areas in DSFP.

Selection Process

DSFP 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 District services. 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.

- District staff and the Ad-hoc RFP Selection Committee, consisting of five (5) members of DSFP's Board of Directors will review and evaluate all submitted proposals.
- Contractors submitting proposals that meet the RFP requirements will be invited to present in-person to District staff and Ad-hoc RFP Committee members

Response Evaluation Criteria

• Firm Qualifications

- Proposer's firm history and structure, including total staff size and composition.
- Proposer's experience providing similar services to Community Benefit Districts/Business Improvement Districts, municipalities, or other government agencies.
- Proposer's capacity and resources to provide the services under this RFP.
- o Client relationships terminated for reasons other than convenience, if any.
- Clarity and appropriateness of proposed staffing structure.
- Roles and responsibilities, and qualifications of management and lead staff members proposed to perform services for the District.

Approach and Cost

- Work plan/approach demonstrates understanding this scope of service and the tasks to be performed including but not limited to:
- Experience and approach dealing appropriately with District stakeholders,
 City officials and the public.
- 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 DSFP insurance requirements (see Exhibit C).
- Overall cost of proposal.
- 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 July 1, 2024.
- 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, to include documentation of financial resources and financial statements.
- Possession of all applicable licenses and permits required to meet the needs of the programs.
- o Other criteria, as determined, at the sole discretion of DSFP.

Transparency

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 Proposal considered proprietary information or trade secret. All information will be subject to data privacy laws and is subject to disclosure at DSFP's sole discretion. DSFP is subject to disclosure of its records under the California Public Records Act.

Limitations on Contact with DSFP Representatives

Questions and contact will be directed to Robbie Silver, Executive Director (RSilver@downtownsf.org) or Claude Imbault, Deputy Director (Claude@downtownsf.org). All proposers are otherwise prohibited from contacting or participating in discussion with any other representative or official of DSFP, its Board of Directors, 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.

DSFP Rights Regarding Selection. Negotiation, and Contract Award

DSFP 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.

DSFP 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. DSFP 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 DSFP to approve or execute a contract with the respondent. The final selection of the Contractor and the Contract terms are subject to approval by DSFP's Board of Directors. DSFP reserves the right to reject any Proposals, all Proposals, or any part of a Proposal submitted in response to the RFP.

Claims Against the DSFP

By responding to this RFP, the Proposer waives any claim against DSFP or DSFP 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 DSFP, 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

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 DSFP. 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. DSFP shall have the right to require that a background check and 4-panel drug test be administered by the Contractor on 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. DSFP 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 DSFP and the City and County of San Francisco" (**Exhibit E**).

CLEANING, SAFETY & DISPATCH PROGRAM RFP REQUIREMENTS

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

I. COMPANY/BUSINESS INFORMATION

- Name, address, and relevant contact names and titles with corresponding telephone numbers and email addresses.
- Location and number of staff 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 (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

- Description of Contractor's experience, specifically in San Francisco and/or the Bay Area (if any).
- List all relevant experience and provide at least three (3) references. References should include contact names and title(s), email addresses and telephone numbers.
- To effectuate the completion of the reference check above, Proposer is required to sign the "Release of Liability Exhibit D".
- Provide a diagram of the organization's structure, in particular the local structure and key decision makers.
- Describe each management team position and their responsibilities for executing the contract. Include resumes for each team member 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 if applicable.
 - NOTE: Having contracts with properties or organizations within the District will not exclude Contractor from consideration.

III. PROGRAM ONBOARDING, RECRUITMENT, RETENTION & TRAINING

- Provide a description of personnel policies and practices, including protocols for preemployment and hiring process, drug tests, management-level and staff training, background screening, and selection procedures.
- Explain how personnel will be recruited and the criteria used to recruit and retain staff, including supervisorial and management-level staff (e.g. incentives/benefits).
- All personnel must be currently vaccinated for COVID prior to employment.

IV. DSFP SERVICE OBJECTIVES AND HOURS

Contractor shall perform cleaning, safety, dispatch, and special project 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 seven (7) days a week.

Current hours of operation as follows:

- Cleaning Ambassadors First Shift 6:00AM to 3:00PM, Second Shift 11:00AM to 8:00PM
- Community Ambassadors First Shift 6:00AM to 3:00PM, Second Shift 11:00AM to 8:00PM
- Dispatch 6:00AM to 3:00PM

Contractors may present adjusted hours of operation in their Proposals to meet proposed deployments. Hours of operation must be approved by DSFP. Scope and budget proposals shall provide for service increases, as determined by and at the sole discretion of DSFP.

V. BUDGET PROPOSAL

Based upon the scope detailed in the service objectives (above), **Exhibit A – Scope of Services** and the DCBD Management Plan, Contractor shall provide budget figures for a twelve (12) month period **beginning July 1, 2024 through June 30, 2025**. A detailed breakdown should include but is not limited to: personnel costs, equipment, and supply costs - including PPE, training costs, uniform costs, communication and reporting costs, office, and storage costs, overhead and profit.

VI. INNOVATION

This RFP and "Exhibit A - Scope of Services" identifies the baseline services to be provided by the Contractor. DSFP is 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, specialty cleaning equipment, specialty management and Ambassador-level training and programs, deployment changes, operational best practices, improved reporting methods, coordination of work and higher levels of staffing.

VII. FACILITY

Contractor shall provide office and storage space to house the Ambassador Program. The facility shall include all areas for management of the program including: Ambassador check-in area, locker rooms, uniform storage, dispatch area, briefing and training room, break/lunch area, storage for vehicles, equipment maintenance area, general offices, restrooms and any other space needed by the program.

VIII. REPORTING AND METRICS

DSFP requires that the Contractor establish a comprehensive data collection, reporting and evaluation system that tracks incidents and interactions with the public, services performed, property conditions, cleaning and maintenance metrics, and work orders to inform continuous performance improvements. This system must be able to show specific address locations for all clean and safe incidents for District stakeholder reporting as requested. These metrics will also demonstrate achievements and value to DSFP management and District stakeholders.

Data to be collected include (but are not limited to) DSFP specific statistics on pounds of trash removed, graffiti removed, status of streetscape assets (e.g. broken light poles), 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. Contractor(s) shall furnish a weekly and monthly summary of the hours of service provided, as well as significant events, problems noted, and an overall evaluation of performance with suggested corrective action where necessary.

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

All reported metrics must be available for review on a web-based platform that allows accessibility by DSFP staff as needed.

Exhibit A - Scope of Services

The Contractor will be responsible for administering DSFP's Cleaning, Safety, and Dispatch programs, as set forth in this RFP and in the <u>Downtown Community Benefit District</u> Management Plan of April 15, 2019.

Cleaning Ambassador Team

One of DSFP's top priorities for the District is efficient, high-quality cleaning services. To achieve that priority, Cleaning Ambassadors will be providing a multi-pronged approach consisting of DSFP-branded, uniformed, radio-equipped personnel sweeping litter, debris, and refuse from sidewalks, gutters, curb lines and public spaces in the District. Cleaning Ambassadors may also clean all sidewalk hardscape assets such as trash receptacles, benches, light poles, parking meters, and traffic signals and signal boxes. Additionally, they may assist in the maintenance of 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.

Cleaning Ambassadors will be deployed throughout DSFP District boundaries. In addition to the services identified in the Management Plan, Cleaning Ambassadors are responsible for responding to immediate District cleaning needs (a.k.a. "spot cleaning"). Cleaning Ambassadors will take "before and after" photos to demonstrate to DSFP and District stakeholders that identified issues have been properly addressed.

DSFP and the Contractor will determine the precise Cleaning Ambassador deployment schedule.

Cleaning Scope of Service

- Graffiti/handbill/poster/sticker removal within 24 hours.
- Refuse and Recycling
 - Removing and disposing all trash including, but not limited to biohazard waste and needles, and recycling cardboard from public areas and sidewalks.
 - Removing trash overflow from existing and new trash receptacles.
 - Cleaning of biohazards and spills.
 - Submitting 311 requests to San Francisco Public Works for illegal dumping sites.
- Sidewalk and gutter sweeping.
- Cleaning and wipe down of all public infrastructure and fixtures including but not limited to trash cans, news racks, kiosks and public seating areas.
- Basic landscape maintenance, including removal of trash from tree wells, planters and planting beds.

Special Projects Team

The Special Projects Team, a vital part of the District's cleaning and maintenance programs, is responsible for, but not limited to, the following scope of service.

Special Projects Scope of Service

- Operate District vehicle(s) to pick up loose cardboard and other bulky items left on sidewalks and public walkways throughout the District, as well as pick up and disposal of trash bags received from Cleaning Ambassadors in the field.
- Painting projects to include, but not limited to, painting over graffiti, touch up painting of public infrastructure, and other projects identified by DSFP.
- Public space maintenance projects to include, but not limited to, filling in of tree wells with decomposed granite (DG).
- Public space management, such as daily placement of moveable tables and chairs, placement of activation signage and equipment, and assisting with DSFP special event set-up, monitoring, and breakdown when requested by DSFP staff.
- "Hot Spot" pressure washing in the District during the day to address fresh spills, stains and biohazards with a portable pressure washing unit.

Community Ambassador Team

Preventative Measures: Community Ambassadors will proactively engage with visitors, property owners, and businesses within the District to foster a sense of community and encourage positive behavior. By building relationships and trust with stakeholders, they can address issues before they escalate, such as littering, loitering, or disruptive behavior.

Responsive Actions: In addition to prevention, Community Ambassadors will be trained to respond effectively to incidents or concerns raised by stakeholders. This may include mediating conflicts, providing information or resources to individuals in need, and collaborating with local authorities when necessary to ensure a safe and welcoming environment for everyone in the District

Through these two lenses, the Community Ambassador program aims to create a supportive and inclusive community where stakeholders feel empowered to take ownership of their surroundings.

Community Ambassador Scope of Service

- Provide directional guidance and District visitors and workers.
- Engage with ground floor businesses by providing information regarding DSFP services.
- Community Ambassadors shall patrol the District on foot, Contractor

- issued bicycles or personal transportation vehicles on defined routes to ensure widespread District coverage and provide maximum visibility.
- By using hand-held devices to input metrics and reports in the field, Community Ambassadors can document incidents and interactions as they occur. This ensures that data is collected in real-time, providing accurate and up-to-date information for DSFP.
- Community Ambassadors will make referrals and collaborate with City outreach services to respond to street population issues, and individuals with serious mental health issues.

Dispatch/Administrative Support

An efficient and effective Dispatch that accurately receives and routes service calls is foundational to DSFP's services programs. The Contractor shall demonstrate in their Proposal multiple ways for the public and stakeholders to report and track issues/concerns, such as telephone, emails, texting, mobile app, etc. Dispatch will also provide administrative support to the Contractor's management team by reviewing daily data input to ensure all information, including location of all cleaning and safety incidents, is properly entered by staff.

Dispatch Scope of Service

- Process, enter and evaluate service requests via a software platform.
 Provide quality assurance that metrics are accurate and timely.
- Monitor status and location of employees through GPS-aided software.
- Contractor employees shall regularly communicate the status of work orders to dispatch and take appropriate action, including closing work orders.
- Monitor and track employee rest and meal breaks.
- Assist with creating weekly and monthly reports using a software platform and regularly evaluate metrics.
- Ensure Contractor employees check-in at the start of shift and check out at end of shift. Ensure all posts are always covered.
- Maintain telephone and email communications with the public and stakeholders with a high level of professionalism and courteousness, including prompt follow-up when necessary.
- Maintain and keep accurate daily equipment and activity logs.
- Report to the management any posts not staffed as soon as possible.

Training & Development

Professional training and development shall be provided to all management, supervisors, and staff level Contractor employees to ensure high quality employees are recruited and retained. Therefore, particular attention shall be made to training during the employee's onboarding period that includes skills training and knowledge regarding District services and amenities. An extensive ongoing training program is expected to refresh basic skills knowledge and to communicate industry best practices. The Contractor shall provide mandatory new hire training within thirty (30) days of hire, to include, but not limited to, the following:

- Policies regarding personal conduct, attitude and etiquette
- Uniform maintenance and appearance.
- Hospitality-centric customer service skills.
- Personal safety policies and procedures; emergency procedures.
- CPR/First Aid, including Narcan training.
- Community sensitivity/multi-cultural diversity.
- De-escalation training to include addressing disruptive emotional behavior, persons with serious mental illness, unhoused individuals, aggressive behavior, etc.
- Daily procedures, scheduling, assignments.
- Radio/Communications device use and etiquette.
- All 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.
- Classroom and field training: downtown geography, points of interest, businesses, and services.
- History of downtown San Francisco and the DSFP organization.
- DSFP events and amenities.
- Special Events procedures.
- Disaster readiness, including protests, natural disasters.

Exhibit B - District Boundaries





Exhibit C - Insurance Requirements

Standard Minimum Requirements for Contract

<u>Commercial General Liability:</u> 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.

<u>Commercial Automobile Liability:</u> 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 the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

| Signature of Proposer | | |
|-----------------------|--|--|
| | | |
| Date: | | |

Exhibit E – 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