

**FORM A –COVERSHEET**

**Preschool for All Language and Literacy Enhancement Activities**

**First 5 San Francisco**

**FY 2009 - 2010**

**Complete the Proposal Cover Sheet**

**This will serve as the front cover of your proposal.  
An official authorized to bind the entity must sign it.**

|  |  |
|--|--|
| Name of Agency/Organization                            |  |
| Program Contact/Title                                  | Telephone Number   |
| Alternate Contact/Title                                | Telephone Number   |
| Agency Address   | FAX Number   |
| Amount of Grant Application Request- Three year budget | \$   |
| Name of Agency Director                                |  |
| Signature of Agency Director                           |  |
| Name of the President of the Board of Directors        |  |
| Signature of President of the Board of Directors       |  |
| Local Business Enterprise                              | <input type="checkbox"/> No<br><input type="checkbox"/> Yes (please complete ID below) |
| Local Business Enterprise ID Number (See above)        | #:   |

Application Deadline:  
April 30, 2009  
At 5:00 p.m.

First 5 San Francisco  
1390 Market Street, Ste. 318  
San Francisco, CA 94102

**FORM B: CHECK LIST – Preschool Language and Literacy Enhancement Activities**

**Submit one (1) original and four (4) copies of the following:**

***FORMS***

- \_\_\_\_\_ Form A: Cover Sheet
- \_\_\_\_\_ Form B: Check List
- \_\_\_\_\_ Form C: Program Narrative
- \_\_\_\_\_ Form D: Logic Model and Evaluation Plan
- \_\_\_\_\_ Form E: Project Management
- \_\_\_\_\_ Form F: Budget

**ATTACHMENTS TO ALL COPIES OF PROPOSAL**

- \_\_\_\_\_ Organization chart for the proposal that shows placement of this project in the lead agency and diagrams relationships with any subcontractors
- \_\_\_\_\_ Resumes of key staff and consultants and position descriptions of positions to be hired
- \_\_\_\_\_ Letters of commitment from key partners, if appropriate
- \_\_\_\_\_ List of Board Members

***ATTACHMENTS TO ORIGINAL***

All requested attachments are related to the lead organization. You need only provide one copy of each requested attachment as part of the original application, not the four (4) additional copies required for all other forms.

- \_\_\_\_\_ IRS determination letter of 501(c)(3) status
- \_\_\_\_\_ Most recently filed Form 990 tax return with attachments (Schedule A)
- \_\_\_\_\_ Most recent financial statement (audited, if available)
- \_\_\_\_\_ Current Agency Budget
- \_\_\_\_\_ Listing of any federal, state, or local government funded grants terminating in the last 6 months and a brief description of the activities funded.
  - Certification of Proposer Regarding Debarment and Suspension Form(s)
  - Certification of Subcontractor, Lower Tier Subcontractor or Supplier Regarding Debarment and Suspension Form(s)
  - 12P Minimum Compensation Ordinance (MCO) Declaration Form
  - 12Q Health Care Accountability Ordinance (HCAO) Declaration Form
  - First Source Hiring Program (FSHP) Declaration Form
  - Chapter 12B Compliance Certification Form

**Do not include any materials or attachments other than those listed above. Additional materials will be discarded, and they will not be provided to the proposal review panel.**

## FORM C: PROGRAM NARRATIVE

Please provide the following information in narrative format. Your response will be read and scored by outside reviewers, so please be clear and concise in your answers. In order to make your proposal easier to read and score, your narrative should follow the structure outlined on the following pages, and each section should include the titles listed below in bold. Be sure to stay within the page limits listed for each section.

### A. Agency Experience and Qualifications (3 page limit)

#### A.1. Mission and Values

Directions: Describe the mission and core values/operating principles of your agency.

#### A.2. Agency Experience and Expertise

Directions: Describe your agency's special expertise as it relates to the RFQ and your agency's ability to leverage additional funding or support for this RFQ.

#### A.3. Governance Structure

Directions: Describe the leadership and governance structure of your agency (attach list of Board Members).

#### A.4. Staffing

Directions: Identify the key staff responsible for management and implementation of the proposed project; include the relevant experience of key staff.

#### A.5. Community Partnerships

Directions: If appropriate to your program design, describe community partnerships that are in place to support the activities of this RFQ (attach letters of commitment).

### B. Project Overview (5 page limit)

#### First 5 San Francisco Strategic Plan Goal: Enhanced Child Development

##### Strategic Plan Desired Outcomes: Children kindergarten ready for school

#### B.1. Project Goal Statement

Definition: A project goal is a broad, general statement of what you want to accomplish. *Example: Operate a mobile health van that will provide basic health care and health information to families in remote areas of the city.*

Directions: Write a goal statement for this project then select and identify one or more of the First 5 San Francisco Strategic Plan Desired Outcomes outlined above that you feel best aligns with your project goal. Describe the connection between your project goal and the desired outcome(s) you have selected.

#### B.2. Target Population

Definition: Demographic group that will be served by the project you are proposing; often can also include an assessment of the needs and strengths that are specific to the group being targeted for service. *Example: We will engage a total of 200 low-income parents and their children 0-5 from the Sunset District of San Francisco. Parents exhibit a need for economic supports as evidenced by high rates of poverty (include data) and unemployment (include data).*

Directions: Describe the target demographic group and the geographic area to be served. Include a description of any needs and strengths that were not addressed in the introductory section of this RFQ.

### **B.3. Project Design**

Directions: Describe the design of your project, including:

- Proposed services that will be developed to satisfy the required and suggested services of this RFQ
- Estimated frequency of services and the number of children and families to be served
- Responsible staff and integration of services into existing agency structure
- Integration of project within surrounding service community (i.e. ensuring continuity of service when participants' needs extend beyond your agency's scope)
- Evidence from field literature that leads you to believe your project will be effective in addressing the needs of the target population.

Complete Form D to provide the specifics of core services that will lead directly to your desired outcomes.

Complete Form E – Project Management. This form allows you to describe a project work plan. The work plan should describe important milestones of project implementation and provide describe the occurrence of service offerings.

### **C. Evaluation Capacity (1 page limit)**

Directions: Form D will guide you in developing an evaluation plan that details participation measures, measures of quality, outcome measures, measureable targets, and data sources so that information is not required in this section. In order to help us learn more about your agency's ability to implement the plan described on Form D, please provide an overview of your agency's approach to evaluation and continuous improvement, including:

- 1) A description of your agency's experience with and capacity to manage evaluation and measurement tasks such as survey design and data collection strategies, data analysis, and report writing. Discuss strategies you have used successfully in the past and intend to replicate or if your experience is more limited describe resources that may be available to assist your agency in this area.
- 2) Findings from past evaluations that are relevant to this proposal and/or related evaluation projects that are currently underway.
- 3) Describe how the information collected will be used to inform program improvement, shape future program activities, and/or contribute to technical assistance plans.

## FORM D: LOGIC MODEL AND EVALUATION PLAN - INSTRUCTIONS

Complete Form D to provide an overview of the services and major project deliverables that will take place once your project is in its full implementation phase. Services described in this section should lead directly to your desired outcomes. Form D also requires you to describe how you will measure your services and the resulting outcomes. See Form D Example Page.

### Glossary of Form D Terms

Services – Core activities and major project deliverables that lead directly to your desired outcomes. *Example: Implement a parenting class that will run for 10 weeks with 2 hour weekly sessions.*

Outputs - In a general sense “outputs” are the most immediate, measurable products of your planned services. They describe not just what your project will do, but for whom and how well. First 5 San Francisco has identified two types of outputs - - participation and quality of service delivery.

Participation Outputs – Specifies who and how many will participate in each service. *Example: 200 parents will leave event with information about parenting classes and other community resources.*

Quality Outputs – Specifies the level of quality associated with each service and tells you how well you are doing with respect your service delivery. *Aspects of quality that can be the focus of attention for any given activity can include: general satisfaction; ease of use; appeal; accessibility; cultural competence; staff availability; and staff expertise, etc. These can be measured through satisfaction surveys; focus groups; self-assessments; or external reviewer assessments.*

Outcomes – The expected changes and benefits for your target population that will result from each service. Most likely your proposal will focus on immediate and intermediate outcomes as defined below.

Immediate Outcomes - the expected change in the awareness, skills or knowledge of the target population

Intermediate Outcomes - expected change practice, behavior, or application of knowledge

*Example: 80% (of the 25 parents) will improve their parenting skills. Outcomes can be measured through participant surveys, staff surveys, focus groups, and pre/post tests.*

Measure (sometimes also referred to as Performance Measure) - a quantifiable method for tracking and gauging your performance. *Example Participation Measure: number of participants completing the 6 week course.*

Target - the desired condition or optimal level of performance for each measure (*i.e. what was planned*)

Data Source – tools, instruments, forms, and data collection approaches that will generate the information you need to complete your performance measurement. *Examples: service/case logs, attendance/sign-in sheets, meeting minutes & agendas, focus groups, questionnaires/surveys, self-assessments, pre- and post-tests, environmental rating scales and other program observations.*

**FORM D: LOGIC MODEL AND EVALUATION PLAN – INSTRUCTION AND EXAMPLE SHEET**

(Administrative Note: Examples to be adjusted depending on the nature and content of RFQ.)

**First 5 San Francisco Strategic Plan Goal:** Enhanced Child Development

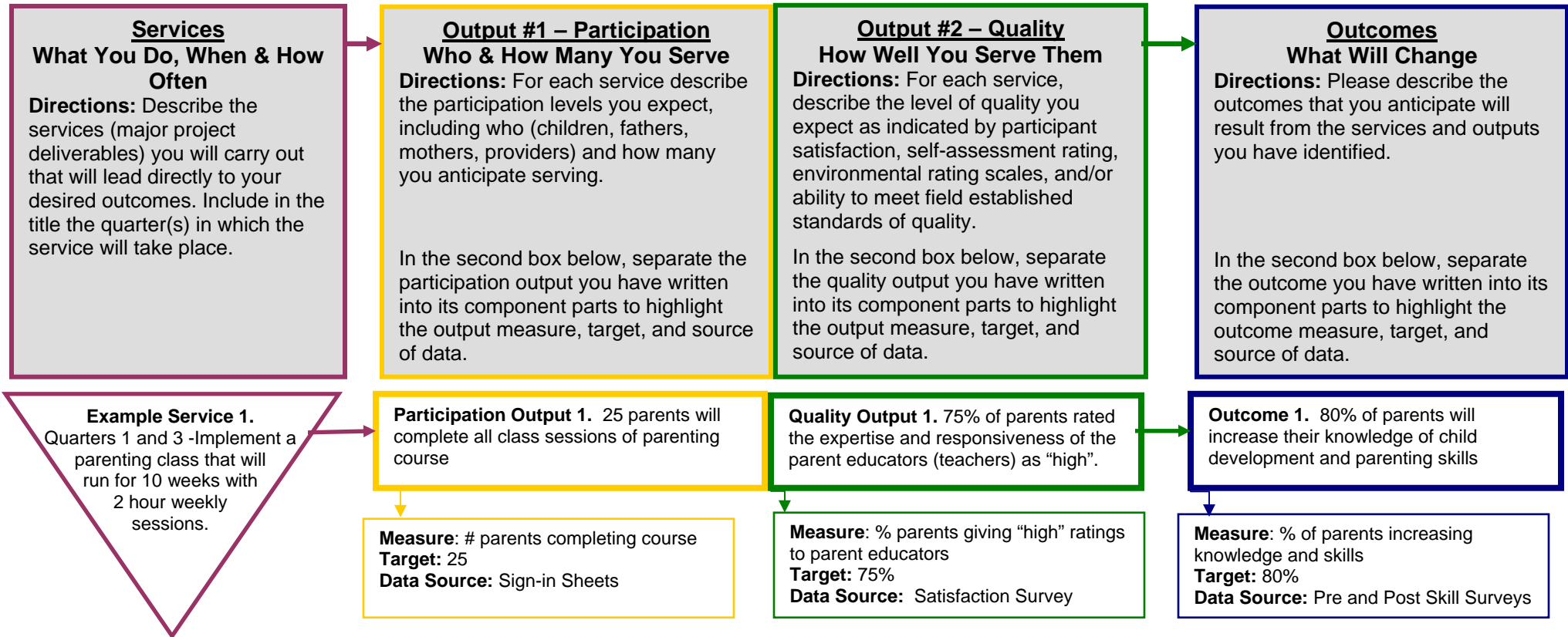
**Project Goal Statement -**

**Directions:** Write your goal statement from Part B.1. of the RFP.

**First 5 San Francisco Desired Outcome(s) -**

Children will attend high quality preschool

**Directions:** Write in the First 5 San Francisco desired outcomes you selected in Part B.1. of the RFP.



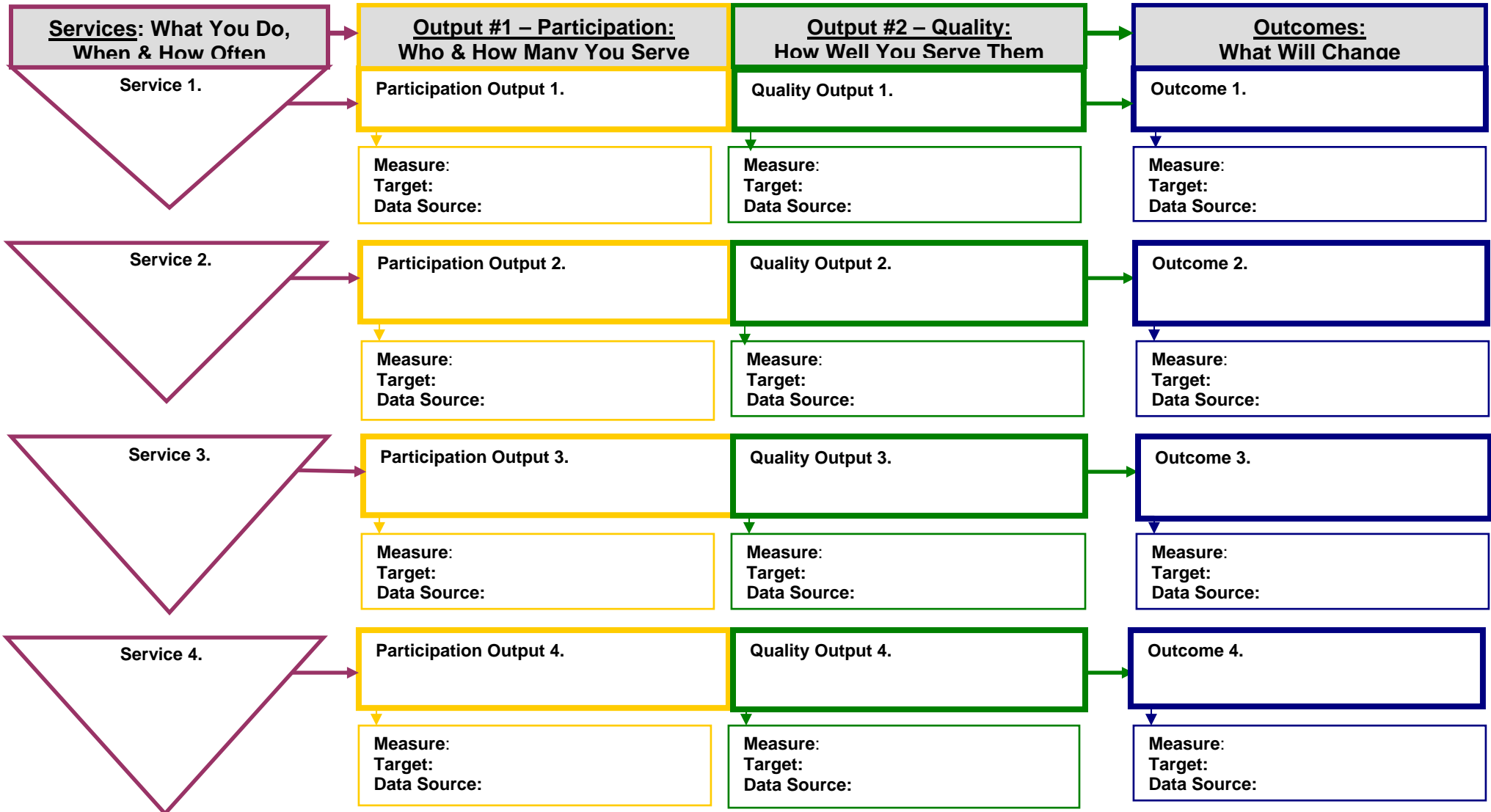
**FORM D: LOGIC MODEL AND EVALUATION PLAN – Use Additional Pages as Needed**

Project Name: \_\_\_\_\_

**First 5 San Francisco Strategic Plan Goal: Enhanced Child Development**

**Project Goal Statement -**

**First 5 San Francisco Desired Outcome(s) -**



**FORM E: PROJECT MANAGEMENT – Expand Table as Needed**

Use the table below to describe the tasks that must be performed in order to manage the project effectively. The table requires that you describe two types of tasks:

Tasks that support start-up, such as hiring and training staff, acquiring facilities and equipment, securing collaborative partnerships, pilot testing strategies, etc.

- 1) Tasks that support the ongoing management of your project once in full implementation and enable successful delivery of the core services described in Form D, such as development or revision of curricula, ongoing staff development, recruitment and outreach of participants, etc.

| <b>Project Start-up</b>           |                |                |                               |
|-----------------------------------|----------------|----------------|-------------------------------|
| <b>Task</b>                       | <b>By Whom</b> | <b>By When</b> | <b>Anticipated Challenges</b> |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
| <b>Ongoing Project Management</b> |                |                |                               |
| <b>Service 1:</b> _____           |                |                |                               |
| <b>Task</b>                       | <b>By Whom</b> | <b>By When</b> | <b>Anticipated Challenges</b> |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
| <b>Service 2:</b> _____           |                |                |                               |
| <b>Task</b>                       | <b>By Whom</b> | <b>By When</b> | <b>Anticipated Challenges</b> |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |
|                                   |                |                |                               |

## FORM F: BUDGET – INSTRUCTION SHEET

Use Form F to create a line item budget for 1) an initial planning and ramp up period and 2) a full year of operation. Please include and attach a budget narrative to your Form F. In your narrative please give specific attention to any item in the budget whose purpose may not be obvious or immediately clear.

Please provide the amount being requested from the funding agencies in the amount requested column. If there is other funding being leveraged for a budget line, report that amount in the “Funding from other Sources – Cash” column. If there are other resources being leveraged for a budget line, report the value of those resources in the “Funding from other Sources – In-Kind” column. Provide a total of the resources committed to the project in the “Total” column.

This contract will be cost-reimbursable, meaning it is based on actual expenditures. Grantees are required to maintain documentation of all program expenses billed to the activities funded through this RFQ, and you will be asked to produce receipts, cancelled checks and supporting documents during the fiscal site visit.

**A. Personnel:** List the position titles, percentage full-time equivalent (FTE, e.g., 100 for 1FTE, 50% for .5FTE) for the entire program personnel, and the hourly pay rate for all staff members. Listing the hourly pay rate is particularly important because all funded programs should be in compliance with San Francisco’s Minimum Compensation Ordinance. The text of the Minimum Compensation Ordinance can be found online at <http://www.sfgov.org/oca/lwlh.htm>.

**B. Fringe Benefits/Taxes:** While you are not required to show calculations for fringe benefits and taxes related to each employee on the budget form, you are required to show these calculations as part of the budget narrative.

**C. Professionals/Consultants:** This category should include payments made to individuals who provide special services in order to help you operate your program, but who are not employees, such as consultants, trainers or evaluators. Outside consultants that are paid to provide staff development services should also be included here. Please follow the instructions provided on Form F for this section and show all calculations.

**D. Subcontractors:** This refers to subcontractors who provide services to your target population to help enhance your program. Subcontractors are usually other nonprofit, community-based organizations. The total listed here should only reflect the subcontractor’s program expenses; the subcontractor’s administrative expenses should be listed on a separate line in the Administrative Expenses portion of the budget spreadsheet.

**E. Program Materials and Supplies:** List all materials and supplies used by your program. This includes paper and pencils, books, arts and crafts supplies and recreational equipment, for example. This category should also include reproduction costs for program materials. Please show all calculations.

**F. Other Program Expenses:** This category is for items that do not fit into any of the above categories. For example, costs for criminal screening and fingerprinting can be shown here. Other examples include youth stipends, field trips, special events, mileage, MUNI fast passes, bus rentals, graduation ceremonies and food for participants.

Please break out your program’s other expenses, and do not include a line item titled “Other Program Expenses” with a lump sum amount.

**G. Administrative and Indirect Costs:** Total Administrative and Indirect Costs must not exceed 15% of the total grant budget. The 15% cap also applies to all subcontractors. A lower threshold of 1 – 10% will apply to contracts with pass-through items such as stipends, reimbursements and subcontracts, with the percentage depending on the dollar amount of the pass-through.

Grantees must provide line-item detail for Administrative Costs in their grant budgets.

Indirect Costs

Allowed prorated indirect costs include audit, insurance, bookkeepers, accounting services, payroll, the executive director's salary and other administrative support salaries. In addition, this category includes the prorated cost of administrative postage, rent, equipment lease, utilities, pagers, phone bills, cellular phone bills, janitorial services, insurance, Internet lines, etc.

Administrative Costs

List the position titles, percentage full-time equivalent (FTE, e.g., 100 for 1FTE, 50% for .5FTE) for administrative personnel charged to this grant, and the hourly pay rate for all staff members. Listing the hourly pay rate is particularly important because all funded programs should be in compliance with San Francisco's Minimum Compensation Ordinance. The text of the Minimum Compensation Ordinance can be found online at <http://www.sfgov.org/oca/lwlh.htm>.

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

| A. Program Expenses  |              |         |                  |  |  |       |
|----------------------|--------------|---------|------------------|--|--|-------|
| Personnel            | Salary Range | FTE (%) | Amount Requested | Funding from other Sources-<br><i>Cash</i> | Funding from other Sources<br><i>In-Kind</i> | Total |
| a.                   |              |         |                  |  |  |       |
| b.                   |              |         |                  |  |  |       |
| c.                   |              |         |                  |  |  |       |
| d.                   |              |         |                  |  |  |       |
| e.                   |              |         |                  |  |  |       |
| f.                   |              |         |                  |  |  |       |
| B. Benefits @ _____% |              |         |                  |  |  |       |
| Subtotal Personnel   |              |         |                  |  |  |       |

| Operating Expenses                                  | Amount Requested | Funding from Other Sources-<br><i>Cash</i> | Funding from Other Sources<br><i>In-Kind</i> | Total |
|---|------------------|--|--|-------|
| C. Professionals/Consultants                        |                  |  |  |       |
| D. Subcontracts                                     |                  |  |  |       |
| E. Program Materials (list)                         |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
| F. Other Program Expenses (list)                    |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
| Subtotal Operating Expenses                         |                  |  |  |       |
| G. Administrative or Indirect Costs(list-15% limit) |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
|   |                  |  |  |       |
| <b>Budget Total</b>                                 |                  |  |  |       |

Please identify any in-kind support such as volunteers (identify roles of these volunteers), donated space, equipment etc. that are available to support this project. *The value of these items should be listed in the “Funding from Other Sources” column of the budget request form. If any of these funds are not secured yet, but are anticipated, please put an “NS” next to the amount.*

| <b>A. Program Expenses</b> |                     |                |                         |   |   |              |
|----------------------------|---------------------|----------------|-------------------------|---|---|--------------|
| <b>Personnel</b>           | <b>Salary Range</b> | <b>FTE (%)</b> | <b>Amount Requested</b> | <b>Funding from other Sources-<br/>Cash</b> | <b>Funding from other Sources<br/>In-Kind</b> | <b>Total</b> |
| a.                         |                     |                |                         |   |   |              |
| b.                         |                     |                |                         |   |   |              |
| c.                         |                     |                |                         |   |   |              |
| d.                         |                     |                |                         |   |   |              |
| e.                         |                     |                |                         |   |   |              |
| f.                         |                     |                |                         |   |   |              |
| B. Benefits @ _____%       |                     |                |                         |   |   |              |
| Subtotal Personnel         |                     |                |                         |   |   |              |

| <b>Operating Expenses</b>                           | <b>Amount Requested</b> | <b>Funding from Other Sources-Cash</b> | <b>Funding from Other Sources In-Kind</b> | <b>Total</b> |
|---|-------------------------|--|---|--------------|
| C. Professional Services                            |                         |  |   |              |
| D. Subcontracts                                     |                         |  |   |              |
| E. Program Materials (list)                         |                         |  |   |              |
|   |                         |  |   |              |
|   |                         |  |   |              |
| F. Other Program Expenses (list)                    |                         |  |   |              |
|   |                         |  |   |              |
|   |                         |  |   |              |
|   |                         |  |   |              |
| Subtotal Operating Expenses                         |                         |  |   |              |
| G. Administrative or Indirect Costs(list-15% limit) |                         |  |   |              |
|   |                         |  |   |              |
|   |                         |  |   |              |

|                     |  |  |  |  |
|---------------------|--|--|--|--|
| <b>Budget Total</b> |  |  |  |  |
|---------------------|--|--|--|--|

Please identify any in-kind support such as volunteers (identify roles of these volunteers), donated space, equipment etc. that are available to support this project. *The value of these items should be listed in the “Funding from Other Sources” column of the budget request form. If any of these funds are not secured yet, but are anticipated, please put an “NS” next to the amount.*

**SAN FRANCISCO CHILDREN AND FAMILIES COMMISSION  
TOBACCO – FREE POLICY**

**Section 1. Definitions.**

As used in this Policy the term:

“City” shall mean the City and County of San Francisco.

“Commission” shall mean the San Francisco Children and Families Commission.

“Contract” shall mean an agreement for grants to be provided, or for goods or services to be purchased out of the San Francisco Children and Families Trust Fund under the control of the Commission and does not include property grants, agreements entered into pursuant to settlement of legal proceedings, or contracts for a cumulative amount of \$5,000 or less per vendor in each fiscal year.

“Contractor” means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract all or part of the funding of which comes from the San Francisco Children and Families Trust Fund.

“Director” shall mean the Executive Director of the San Francisco Children and Families Commission.

“Subcontract” shall mean an agreement to provide goods and/or services, including construction, labor, materials or equipment, to a contractor, if such goods or services are procured or used in the fulfillment of the contractor's obligations arising from a contract subject to this Policy.

“Subcontractor” means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a contractor. Such term shall include any person or entity who enters into an agreement with any subcontractor for the performance of 10 percent or more of any subcontract.

**Section 3. Tobacco-Free Policy**

**(a) Policy**

Every contract awarded by the Commission shall incorporate by reference and require contractor to comply with the provisions of this section. In addition, all contractors must include or incorporate by reference in all subcontracts and require subcontractors to comply with the requirements of this Policy; failure to do so shall constitute a material breach of contract.

In the performance of a contract, the contractor or subcontractor shall agree as follows:

**(1) Smoke-Free Workplaces**

The Contractor shall prohibit smoking in its offices, automobiles or at Contractor-sponsored events located in the City and County of San Francisco.

**(2) Tobacco Hazards Education and Smoking Cessation Referrals**

The Contractor shall make available to clients, employees and community members educational materials, provided by the Commission, on the health hazards of tobacco.

The Contractor shall make available to clients, employees and community members, at the Contractor’s offices and service delivery and event sites, information provided by the Commission, regarding smoking cessation services.

**(3) Divestment**

The Contractor shall divest from any investment in companies that, at the time the Contractor responds to a solicitation of bids from the Commission, derive more than 15 percent of their revenues from tobacco products.

**(4) Disclosure of Tobacco Industry Funding**

The Contractor shall report annually to the Commission the receipt of any moneys from a person, persons, firm, partnership, corporation, or combination thereof that derives more than 15 percent of its revenue from the production or sales of tobacco products. The report shall include the name of the entity, the amount received, the percentage of the agency's total budget the amount represents, the purpose of the contribution, and any efforts made to obtain alternative funding.

**(b) Penalties**

(1) Whenever the Director determines that a person or entity under contract with the Commission has violated any provision of the Tobacco-Free Policy described in section, the Director shall have the authority to impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this Policy which shall include, but are not limited to:

(A) Suspension or termination of a contract;

(B) Ordering the withholding of funds due the contractor under any contract with the Commission;

(C) Disqualification of a bidder or contractor from eligibility for providing commodities or services to the Commission for a period not to exceed five years, with a right to review and reconsideration by the Commission after two years upon a showing of corrective action indicating violations are not likely to reoccur.

(2) All contracts shall provide that in the event any contractor fails to comply in good faith with any of the provisions of this Article the contractor shall be liable for liquidated damages in an amount up to five percent of the contractor's net profit under the contract, or ten percent of the total amount of the contract dollars whichever is greater. All contracts shall also contain a provision whereby the contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the Commission upon demand and may be set off against any monies due to the contractor from any contract with the Commission.

**Section Four. Waivers and Exceptions**

**(a) Sole source.**

The Director may waive the requirements of this Policy whenever the Director finds that the needed goods or services are available only from a sole source and the prospective contractor is not otherwise currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements.

**(b) No qualified bidders who comply and service/project is essential to City/residents.**

After taking all reasonable measures to find an entity that complies with the Policy, the Director may waive any or all of the requirements of this Policy for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the Commission as of the date of the enactment of this Policy where the Director determines that there are no qualified responsive bidders or prospective contractors who could be certified by the Commission as being in compliance with the requirements of this Policy and that the contract is for goods, a service or a project that is essential to the City or City residents.

**(c) Bulk purchasing arrangements through federal, state, regional or City entities.**

The Director may waive the requirements of this Policy where the Director determines that transactions

entered into pursuant to bulk purchasing arrangements through federal, State, regional or City entities that actually reduce the Commission's purchasing costs would be in the best interest of the Commission.

**(d) Contract serves public benefit.**

The Director may waive the requirements of this Policy where the Director determines that the benefit of the contract to the public and the Commission's ability to carry out its charge pursuant to state and local law outweigh the harm in the contractor's noncompliance with the Policy.

**(e) Contractor is a public entity.**

This Policy shall not apply where the prospective contractor is a public entity or City Commission and the Director finds that the proposed contract is necessary to serve a substantial public interest.

**(f) Requirements violate public agency grant and good faith attempt has been made to change conditions of grant.**

This Policy shall not apply where the Director finds that the requirements of this Policy would violate or be inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the Director has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Policy.

**(g) Retirement and Pension Plans**

This Policy shall not apply to a contractor or subcontractor's investment of funds where the funds are held in trust for the benefit of employees or third parties.

**(h) Federal or State law**

This Policy shall be construed and applied so as not to conflict with applicable federal or State laws, rules or regulations.

**Section 5. Effective Date**

This policy shall apply to all contracts entered into on or after July 1, 2001.

## Appendix

**CITY & COUNTY OF SAN FRANCISCO  
HUMAN RIGHTS COMMISSION  
HRC ATTACHMENT 2**

***Requirements for Architecture, Engineering, & Professional Services Contracts*  
FOR CONTRACTS \$29,000 AND OVER**

- Form 2A – HRC Contract Participation Form
- Form 3 - HRC Non-Discrimination Affidavit
- Form 4 - HRC Joint Venture Form (if applying in a joint venture)
- Form 5 - HRC Employment Form

**Declaration and Certification Forms**

- Certification of Proposer Regarding Debarment and Suspension Form(s)
- Certification of Subcontractor, Lower Tier Subcontractor or Supplier Regarding Debarment and Suspension Form(s)
- 12P Minimum Compensation Ordinance (MCO) Declaration Form
- 12Q Health Care Accountability Ordinance (HCAO) Declaration Form
- First Source Hiring Program (FSHP) Declaration Form
- Chapter 12B Compliance Certification Form



**FORM 2A: HRC CONTRACT PARTICIPATION FORM**

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified LBEs can be used to meet the LBE subconsultant goal. An LBE Prime proposer (whether submitting a proposal on its own or as part of a joint venture) cannot count its participation towards meeting the LBE subconsultant goal.

Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

|                 |  |  |
|-----------------|--|--|
| Contract:       | <b>RATING BONUS</b>                                |  |
|                 | <input type="checkbox"/> LBE 10%                   | <input type="checkbox"/> Joint Venture 7.5%            |
| Firm:           | <input type="checkbox"/> Joint Venture 5%          | <input type="checkbox"/> Joint Venture 10% (LBEs ONLY) |
| Contact Person: | <input type="checkbox"/> No Rating Bonus Requested |  |
| Address:        | LBE Goal      %                                    |  |
| City/ZIP        |  |  |
| Phone           |  |  |

\*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

| TYPE *                       | Firm | PORTION OF WORK<br>(describe scope(s)<br>of work) | % OF<br>WORK | INDICA<br>TE<br>LBE<br>YES/NO       | If an<br>LBE,<br>Identify<br>MBE,<br>WBE,<br>or OBE ** | % OF LBE<br>SUBWORK |
|------------------------------|------|---|--------------|-------------------------------------|--|---------------------|
|                              |      |   | %            |                                     |  | %                   |
|                              |      |   | %            |                                     |  | %                   |
|                              |      |   | %            |                                     |  | %                   |
|                              |      |   | %            |                                     |  | %                   |
| <b>Total % of Work: 100%</b> |      |   |              | <b>Total LBE<br/>Subconsulting%</b> |  | %                   |

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

\*\* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website ([http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS\\_1.htm](http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm)) for each firm's status.

**Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information**

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at [www.sfgov.org/sfhumanrights](http://www.sfgov.org/sfhumanrights). Use additional sheets if necessary.

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |

|                |       |               |       |
|----------------|-------|---------------|-------|
| FIRM NAME:     | _____ | VENDOR #:     | _____ |
| ADDRESS:       | _____ | FEDERAL ID #: | _____ |
| CITY, ST, ZIP: | _____ | PHONE:        | _____ |
| SERVICE:       | _____ | FAX:          | _____ |



**FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
3. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: \_\_\_\_\_

Owner/Authorized Representative (Print) \_\_\_\_\_

Name of Firm (Print) \_\_\_\_\_

Title and Position \_\_\_\_\_

Address, City, ZIP \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Date: \_\_\_\_\_



**FORM 4: HRC joint VENTURE FORM**

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

**SECTION 1: GENERAL INFORMATION**

1. Name of Contract or Project:

---

2. Name of all JV partners: (Check LBE if applicable)

|  |                              |
|--|------------------------------|
|  | LBE <input type="checkbox"/> |
|  | <input type="checkbox"/>     |
|  | <input type="checkbox"/>     |
|  | <input type="checkbox"/>     |

Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of LBE Joint Venture participation.
- b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of HRC Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact HRC staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with HRC regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

|  |   |      |
|--|---|------|
| Total Contract Tasks                                       | = | 100% |
| Percentage of Total Work to be Performed by Subconsultants | - | %    |
| Percentage of JV partner tasks                             | = | %    |

Step 2. Calculate LBE JV partner tasks:

|  | A   | B                               | C                           |
|--|---|---------------------------------|-----------------------------|
| Description of JV partner Scopes of Work<br>(Specific details of work) | JV Partners' Work as a % of the total project | % of Task by Non-LBE JV Partner | % of Task by LBE JV Partner |
|  | %   | %                               | %                           |
|  | %   | %                               | %                           |
|  | %   | %                               | %                           |
|  | %   | %                               | %                           |
|  | %   | %                               | %                           |
| TOTAL JV %   | %   | %                               | %                           |

Step 3. Calculate LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

|                        |  |   |            |  |   |   |
|------------------------|--|---|------------|--|---|---|
| Total LBE JV Partner % |  | ÷ | Total JV % |  | = | % |
|------------------------|--|---|------------|--|---|---|

---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

CERTIFICATION OF PROPOSER REGARDING DEBARMENT AND SUSPENSION\*

I, \_\_\_\_\_, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Proposer is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Proposal. The Proposer declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, Proposer shall indicate below to whom it applies, name of the government entity and dates of action:

| <u>Exception</u> | <u>Person</u> | <u>Government Entity</u> | <u>Dates Inclusive</u> |
|------------------|---------------|--------------------------|------------------------|
| _____            | _____         | _____                    | _____                  |
| _____            | _____         | _____                    | _____                  |
| _____            | _____         | _____                    | _____                  |

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Proposer's Street Address

\_\_\_\_\_  
Proposer's City, State, ZIP

\_\_\_\_\_  
Proposer's Telephone No.

\_\_\_\_\_  
Signature of Proposer or Authorized Representative

\_\_\_\_\_  
Date

NOTICE: Providing false information may result in criminal prosecution or administrative sanctions.  
\*Fulfills requirements of Title 49, CFR, Part 29

CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR OR SUPPLIER  
REGARDING DEBARMENT AND SUSPENSION\*

I, \_\_\_\_\_, by affixing my signature hereto, under penalty of perjury, hereby certify that, except as noted below, that my principals and I are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency.

Where the subcontractor, lower-tier subcontractor or supplier is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions of the certification, such subcontractor, lower-tier subcontractor or supplier shall provide description of each instance of violation and attach an explanation to this Document. The subcontractor, lower-tier subcontractor or supplier declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Proposer responsibility. For each exception noted above, indicate below to whom it applies, name of the government entity and dates of action:

| <u>Exception</u> | <u>Person</u> | <u>Government Entity</u> | <u>Dates Inclusive</u> |
|------------------|---------------|--------------------------|------------------------|
| _____            | _____         | _____                    | _____                  |
| _____            | _____         | _____                    | _____                  |
| _____            | _____         | _____                    | _____                  |

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Proposer's Street Address

\_\_\_\_\_  
Proposer's City, State, ZIP

\_\_\_\_\_  
Proposer's Telephone No.

\_\_\_\_\_  
Signature of Proposer or Authorized Representative

\_\_\_\_\_  
Date

**NOTICE:** Providing false information may result in criminal prosecution or administrative sanctions.

*\*Fulfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more)*

DEPARTMENT OF ADMINISTRATIVE SERVICES  
**OFFICE OF LABOR STANDARDS ENFORCEMENT**  
DONNA LEVITT, MANAGER



### Minimum Compensation Ordinance (MCO) Declaration

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

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

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

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

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

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

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

**For more information,** (1) see our Website, including the complete text of the ordinance: [www.sfgov.org/olse](http://www.sfgov.org/olse), (2) e-mail us at: [MCO@sfgov.org](mailto:MCO@sfgov.org), (3) Phone us at (415) 554-6292.

**Routing.** Return this form to the City department that sent it to you.

### Declaration

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor Number (if known)

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #

DEPARTMENT OF ADMINISTRATIVE SERVICES  
**OFFICE OF LABOR STANDARDS ENFORCEMENT**  
DONNA LEVITT, MANAGER



## Health Care Accountability Ordinance (HCAO) Declaration

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

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

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

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

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

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

**To obtain more information regarding the HCAO,** Visit our website, which includes links to the complete text of the HCAO, at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao); send an e-mail to [HCAO@sfgov.org](mailto:HCAO@sfgov.org); or call (415) 554-6237.

**Where to Send this Form.** Return this form to the City Department that sent it to you.

### Declaration

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor Number (if known)

\_\_\_\_\_  
Company Name

(\_\_\_\_) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #



Gavin Newsom, Mayor

FIRST SOURCE HIRING PROGRAM CERTIFICATION

Submit completed and signed certification form with Bid if Bidder's Total Bid Price and, if applicable, Alternates selected by the City prior to the date of award of the Contract exceeds \$50,000. The City may determine that Bidder's Bid is non responsive if Bidder's Total Bid Price and selected Alternates, if applicable, exceeds \$50,000 and Bidder fails to submit this certification with its Bid.

I, \_\_\_\_\_, by affixing my signature hereto, acknowledge that I have read San Francisco Administrative Code chapter 83 and agree to participate in the "First Source Hiring Program" of the City and County of San Francisco, which fosters construction and permanent employment opportunities for Qualified Economically Disadvantaged Individuals, and that I will comply with First Source Program requirements, including but not limited to the following:

- 1. Provide accurate information to the City's First Source Hiring Administration about the availability of Entry-Level Positions, as defined in the First Source Program Requirements by completing the First Source "Employer's projections of Entry Level Positions" and submitting completed form to the First Source Hiring Program;
2. Offer the City's Workforce Development System the first opportunity to refer qualified job applicants for consideration for such Entry-Level Positions or apprentice positions; and
3. Require my Subcontractors to participate in the First Source Hiring Program.

I understand that in accordance with the First Source Hiring Program the final decision to hire Qualified Economically Disadvantaged Individuals shall be made by Contractor or its Subcontractors.

As a condition precedent to execution of the Contract, I further understand and agree that within 5 working days after the date of award of the contract, I will submit a completed Employer Projection of Job openings form, indicating the total estimated number of Entry-Level Positions or apprentice positions by craft or trade what will be needed for Work under this Contract, including non-craft employees.

During the Contract I will be required to submit, and shall require my Subcontractors to submit, lists of current Entry-Level Positions and apprentice positions and employees currently occupying those Entry-Level Positions or apprentice positions to establish a baseline of potential Entry-Level Positions and apprentice positions.

The City will review Contractor's activities to verify compliance with the above requirements. I agree to maintain accurate records demonstrating my compliance during the Contract and to provide upon request all information deemed necessary by the City to verify Contractor's compliance. I further agree that Contractor, or its Subcontractors, who fail to comply with the above requirements may be assessed liquidated damages in the amount of five thousand dollars (\$5,000) for every new hire for each Entry-Level Position or apprentice position that is improperly withheld from the First Source Hiring Program.

Bidder's Company Name

Bidder's Street Address

Name and Title of Signer

Bidder's City, State, Zip

Bidder's Telephone No.

Signature of Bidder or Authorized Representative

Date

END OF DOCUMENT



# CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

## S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS (HRC-12B-101)

### ► Section 1. Vendor Information

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

Name of Company: \_\_\_\_\_

Name of Company Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

Union name(s): \_\_\_\_\_

### ► Section 2. Compliance Questions

#### Question 1. Nondiscrimination – Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? **Please note:** a "YES" answer is required for compliance. Please answer yes or no to each category.

- |                   |                              |                             |  |                              |                             |
|-------------------|------------------------------|-----------------------------|--|------------------------------|-----------------------------|
| • Race            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sex                                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Color           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Sexual orientation                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Creed           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Gender identity (transgender status) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Religion        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Domestic partner status              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • National origin | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Marital status                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Ancestry        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Disability                           | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Age             | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • AIDS/HIV status                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Height          | <input type="checkbox"/> Yes | <input type="checkbox"/> No | • Weight                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? **Please note:** you must answer this question even if you do not intend to enter into any subcontracts.

Yes  No

#### Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

Yes  No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

Yes  No

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

\*The term "Domestic Partner" includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admin. Code Ch. 12B.1(c).

**If you answered "NO" to both** Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

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

(OVER)

**Question 2. (continued)**

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

| BENEFIT                                 | Yes for Employees with Spouses | Yes for Employees with Domestic Partners | No, this Benefit is Not Offered | Documentation of this Benefit is Submitted with this Form |
|---|--------------------------------|--|---------------------------------|---|
| • Health Insurance                      | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Dental Insurance                      | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Vision Insurance                      | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Retirement (Pension, 401(k), etc.)    | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Bereavement Leave                     | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Family Leave                          | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Parental Leave                        | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Employee Assistance Program           | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Relocation & Travel                   | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Company Discount, Facilities & Events | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Credit Union                          | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Child Care                            | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Dependent Life Insurance              | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |
| • Other:                                | <input type="checkbox"/>       | <input type="checkbox"/>                 | <input type="checkbox"/>        | <input type="checkbox"/>                                  |

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

➤ **Section 3. Required Documentation**

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION**

to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Quick Reference Guide at <http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/quickref.pdf> or contact the HRC.

Have you submitted supporting documentation for each benefit offered?  Yes  No

➤ **Section 4. Executing the Document**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

➔ **Submit this form and supporting documentation to:** HRC, 25 Van Ness Ave., Suite 800, San Francisco, CA 94102-6033, or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: [www.sfhrc.org](http://www.sfhrc.org).

☎ **For assistance** please contact the Human Rights Commission at 415-252-2500 (TTY: 415-252-2550).