

LIST YOUR MAJOR VENDORS/SUPPLIERS OF GOODS AND SERVICES

Name _____	Address _____	Tel. # _____
Name _____	Address _____	Tel. # _____
Name _____	Address _____	Tel. # _____
Name _____	Address _____	Tel. # _____

For Haulers/Truckers and Subcontractors only: List the firm's gross annual receipts for the last three fiscal years as follows:

19\_\_\_\_ \$\_\_\_\_\_ ; 19\_\_\_\_ \$\_\_\_\_\_ ; 19\_\_\_\_ \$\_\_\_\_\_

ADDITIONAL SUBCONTRACTING BY SUBCONTRACTOR/HAULERS/TRUCKERS

- a. \_\_\_\_\_ We will not subcontract any portion of work to another subcontractor/ haulers/truckers.
- b. \_\_\_\_\_ We will subcontract \_\_\_\_\_ % of our work to \_\_\_\_\_  
(Name of subcontractor/hauler/trucker)  
in the amount of \$\_\_\_\_\_ . Indicate owner's ethnicity and  
sex \_\_\_\_\_.

I declare, under penalty of perjury, that the above information is true and correct; and that our firm is a bona fide DBE as defined under the Public Transportation Department's DBE Program for Transit Vehicle Manufacturers.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name & Title (Please Print)

Subscribed and sworn before me

\_\_\_\_\_

on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Address

Seal:

\_\_\_\_\_  
Telephone No.

Chapter 12B  
Nondiscrimination in Contracts

- Sec 12B.1. All Contracts to Include Nondiscrimination Provisions; Definitions
- Sec 12B.2. Nondiscrimination Provisions of Contract
- Sec 12B.3. Human Rights Commission Empowered
- Sec 12B.4. Affirmative Action Guidelines
- Sec 12B.5. Chapter Applies Only to Discriminatory Employment Practices
- Sec 12B.5.1. Non-Applicability, Exceptions and Waivers
- Sec 12B.6. Severability

(Provisions related to the Nondiscrimination in Contracting--Benefit Ordinance appear in Sections 12B.1, 12B.2 and 12B.5-1.)

Section 12B.1. All Contracts to Include Nondiscrimination Provisions; Definitions

- (a) All contracting agencies of the City and County of San Francisco, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts, franchise, lease, concession or other agreement involving real or personal property, heretofore or hereafter, let, awarded, granted, negotiated, extended or renewed, in any manner or in to any person thereof, providing obligating the contractor, franchisee, lessee, concessionaire, or other party of said agreement not to discriminate on the ground or because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability or Acquired Immune Deficiency Syndrome or AIDS Related Conditions (AIDS/ARC), against any employee of, any City and County of San Francisco employee working with, any member of the public having contact with, or applicant for employment with, such contractor, franchisee, lessee, or concessionaire and shall require such contractor, franchisee, lessee or concessionaire to include a similar provision in all subcontract, or sublease or other subordinate agreement, let, awarded, negotiated or entered into hereunder.
- (b) All contracting agencies of the City and County of San Francisco, or any department thereof, acting for or on behalf of the City and County, shall not enter into any contract, or other agreement involving real or personal property, awarded or extended on or after the effective date of this ordinance with any contractor or other party (hereinafter party) of said agreement that discriminates in the provision of benefits between employees with domestic partnership and employees without, either between the domestic partner and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the following conditions. In the event that the party's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the party's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the party shall not be deemed to discriminate in the provision of benefits if the party conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, in the event a party is unable to provide a certain benefit, despite taking reasonable measures to do so, the party shall not be deemed to discriminate in the provision of benefits if the party provides the employee with a cash equivalent.
- (c) **Definitions.** As used in this Chapter the term:
  - "Age" refers to and shall include any employee or applicant for employment who has attained the age of 40 years and has not attained the age of 65 years. For the purpose of this Section, discrimination because of age shall mean dismissal from employment of, or refusal to employ or rehire any person because of his or her age. If such person has attained the age of 40 years and has not attained the age of 65 years, if the person is physically able and mentally competent to perform the services required. Age limitations of apprenticeship programs in which the State or its political subdivisions participate shall not be considered discriminatory within the meaning of this Section.
  - "Contract" shall mean an agreement for public works or improvements to be performed, or for goods, services or supplies to be purchased, at the expense of the City and County or to be paid out of money deposited in the treasury or out of trust moneys under the control or collected by the City and County, or for a franchise, concession or lease of City property.
  - "Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who submits a bid and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City and County for public works or improvements to be performed, or for a franchise, concession or lease of City property, or for goods, services or supplies to be purchased, at the expense of the City and County or to be paid out of money deposited in the treasury or out of trust moneys under the control or collected by the City and County.
  - "Subcontractor" means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a contract or agreement with the contractor to perform a substantial specified portion of the contract for public works, improvements, supplies, goods or services, or for a lease, franchise or concession, let, granted or awarded for or on behalf of the

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City and County in accordance with the plans and specifications of such contract. Such term shall include any contractor who enters into a contract with any subcontractor for the performance of 10 percent or more of the subcontract.

"Gender identity" shall mean a person's various individual attributes as they are understood to be masculine and/or feminine.

"Subcontract" shall mean an agreement or contract under or subordinate to a prime contract let or awarded for or on behalf of the City and County of San Francisco.

"Concession" includes a grant of land or other City property by or on behalf of the City and County of San Francisco to a person for the purpose or use specified in said grant.

"Concessionaire" shall mean a person who is the grantee or beneficiary of a concession as herein defined.

"Franchise" shall mean a right or privilege conferred by grant from the City and County of San Francisco, or any contracting agency thereof, and vested in and authorizing a person to conduct such business or engage in such activity as is specified in the grant.

"Franchisee" shall mean a person who is the grantee or beneficiary of a franchise as herein defined.

"Lease" shall mean a contract by which the City and County of San Francisco, or any contracting agency thereof, grants to a person the temporary and exclusive possession and use of City property for reward, and the lessee agrees to return the same to the former at a future time.

"Lessee" shall mean a person or tenant taking possession of property under a lease as herein provided, and further included as lessee under a business agreement providing a rental for personal property.

"Sublease" shall mean a lease by which a lessee or tenant grants or lets to another person part or all of the leased property for a shorter term and under which said lessee or tenant retains some right or interest under the original lease.

"Sex" shall mean the character of being male or female.

"Sexual orientation" shall mean the choice of human adult sexual partner according to gender.

"Disability" is a physical or mental impairment which substantially limits one or more major life activities, is regarded as having such an impairment, or has a record of such an impairment.

"Qualified Disabled Employee" shall mean a person able to perform the essential functions of a job with reasonable accommodation.

"Supplier" means any person or persons, firm, partnership, corporation, or any combination thereof, who submits a bid or enters into a contract with the awarding agency of the City and County, or who submits a bid or enters into a contract with any contractor, subcontractor, lessee, sublessee, franchisee or concessionaire employed in the performance of a contract let, awarded or granted by or on behalf of the City and County, for the supplying of goods, materials, services, equipment or furnishings.

"Domestic Partner" shall mean any person who has registered a domestic partnership with a governmental body pursuant to state or local law authorizing such registration. (Amended by Ord. 481-96, App. 1, 1997)

Section 12B.2. Nondiscrimination Provisions of Contract

Every contract or subcontract for or on behalf of the City and County of San Francisco, as provided in Section 12B.1 hereto, shall contain the provisions following which shall be known as the nondiscrimination provisions of such contract.

In the performance of this contract, the contractor, subcontractor or supplier agrees as follows:

- (a) Whenever the work is performed or supplies are manufactured in the United States, the contractor, subcontractor or supplier will not discriminate against any employee, City and County employee working with, member of the public, or applicant for employment because of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity or AIDS/ARC. Discrimination on the basis of sex includes sexual harassment as defined in Section 18.9.25(f) of this Code. The contractor, subcontractor or supplier will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or AIDS/ARC. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or advancement, layoff or termination, rate of pay or order of forms of compensation, and selection for training, including apprenticeship. Nothing in this ordinance shall require or prohibit

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establishment of new classifications of employees in any given craft. The provisions of this Section with respect to age shall not apply to (1) termination of employment because of the terms or conditions of any bona fide retirement or pension plan, (2) operation of the terms or conditions of any bona fide group or insurance plan. The contractor, subcontractor or supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this Section.

(b) The contractor or supplier (hereinafter party) shall state that it does not, and will not during the term of the contract, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, when the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the following conditions. In the event that the party's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee; or the party's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the party shall not be deemed to discriminate in the provision of benefits if the party conditions providing such benefit upon the employee agreeing to pay the excess cost. In addition, in the event a party is unable to provide a certain benefit, despite taking reasonable measures to do so, the party shall not be deemed to discriminate in the provision of benefits if the party provides the employee with a cash equivalent.

(c) Except as in this Section provided or in cases where the law compels or provides for such action, any provisions in any contract agreement or understanding entered into on or after the effective date of this Chapter which prevent or tend to prevent the employment of any person solely by reason of his or her age, who has attained the age of 40 years and has not attained the age of 65 years shall be null and void.

(d) The contractor, subcontractor or supplier shall provide reasonable accommodation for qualified applicants for employment and for qualified disabled employees. Said contractor, subcontractor or supplier need not provide reasonable accommodation if such would present an undue hardship. An undue hardship may include but not be limited to the inordinate cost, violation of the seniority rights of other co-workers as established by a bona fide seniority system, or would present a health or safety risk to the employee or co-employees. The burden of establishing an undue hardship rests on the employee.

(e) The contractor, subcontractor or supplier will in all solicitations or advertisements for employees placed by or on his or her behalf, state that qualified applicants will receive consideration for employment without regard to race, creed, color, ancestry, national origin, age, sex, sexual orientation, gender identity, or disability. Any solicitations or advertisements that satisfy similar requirements under federal law, subject to the approval of the awarding authority, will also satisfy this requirement.

(f) The contractor, subcontractor or supplier will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union or workers' representative of the contractor's, subcontractor's or supplier's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(g) The contractor, subcontractor or supplier will permit access to his records of employment, employment advertisements application forms, and other pertinent data and records by the awarding authority, the Fair Employment Practices Commission or the San Francisco Human Rights Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that he or she has or will comply with the nondiscrimination provisions of this contract.

(h) That contractor, subcontractor or supplier shall be deemed to have breached the nondiscrimination provisions of this contract upon:

(1) A finding by the director of the San Francisco Human Rights Commission, or such other official who may be designated by the Human Rights Commission, that contractor, subcontractor, or supplier has willfully violated such nondiscrimination provisions; or

(2) A finding by the Fair Employment Practices Commission of the State of California that a contractor, subcontractor or supplier has violated any provision of the Fair Employment Practices Act of California or the nondiscrimination provisions of this contract; provided, that the Fair Employment Practices Commission has issued a final order pursuant to Section 1426 of the Labor Code, or has obtained a final injunction pursuant to Section 1429 of the Labor Code; provided further, that for the purposes of these provisions, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of court, or (3) further proceedings for vacation, reversal or modification are in progress in a competent administrative or judicial tribunal.

(1) Upon such finding by the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, or the Fair Employment Practices Commission, the awarding authority shall notify the contractor, subcontractor or supplier that unless he or she demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission, or other official designated by the Human Rights Commission, within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in Subparagraph (i) and (j) hereof.

(4) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of his right to appeal. Notice of appeal must be filed in writing with the chairman of the Commission within 30 days of the date of mailing said copy and notice.

(5) For purpose of appeal proceedings under this Section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm reverse or modify such decision, order or other action rendered hereunder. Should a member of the Human Rights Commission be designated under Section 12B.21(f) of this contract, that commissioner may not participate in an appeal under this Section except as a witness.

(6) The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeal before the commission under this Section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his or her testimony, or books, records, documents or other things under his or her control are material and relevant to the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his or her presence (1) to the proceeding, and requiring him or her to bring such books, records, documents or other things under his or her control.

(7) All appeals to the Human Rights Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, and the applicant or appellants. The decision of the Commission shall be final unless within 15 days of the filing of such services of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to the contract.

(8) If any contractor, subcontractor or supplier under contract to the City and County of San Francisco shall fail to appear in an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for cancellation of the contract or subcontract and such contractor, subcontractor or supplier shall be deemed to have forfeited all rights, benefits and privileges thereunder.

(9) The Human Rights Commission of San Francisco shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this contract, and such rules and regulations shall, so far as practicable, be similar to those adopted in applicable federal executive orders.

(1) There may be deducted from the amount payable to the contractor, subcontractor or supplier by the City and County of San Francisco under this contract a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract. In addition to any other penalties herein provided for the violation of the nondiscrimination provisions of this contract or for the failure of any contractor, subcontractor or supplier to abide by the rules and regulations herein contained, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding as set forth in Section 12B.21(f) that the contractor, subcontractor or supplier has discriminated contrary to the provisions of this contract, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City and County of San Francisco.

(2) A breach of the nondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Francisco to be material breach of contract and basis for determination by the officer, board or awarding authority responsible for the awarding of letting of such contract that the contractor, subcontractor or supplier is an irresponsible bidder as to all future contracts for which such contractor, subcontractor or supplier may submit bids. Such person, firm or corporation shall not for a period of two years thereafter, or until he shall establish and carry out a program in conformity with the nondiscrimination provisions of this contract, be allowed to act as a contractor, subcontractor or supplier under any contract for public works, goods or services for or on behalf of the City and County of San Francisco.

(3) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Francisco from pursuing any other remedies that may be available at law.

(4) Nothing contained in this contract shall be construed in any manner so as to require or permit the City and County of San Francisco to employ or hire aliens in public works as prohibited by law.

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(m) The contractor, subcontractor or supplier will meet the following standards for affirmative compliance.
(1) If the contractor, subcontractor or supplier has been held to be an irresponsible bidder under Section 12B 2(1) hereof, he or she shall furnish evidence that he or she has established and is carrying out a program in conformity with the nondiscrimination provisions of this contract.

(2) The contractor, subcontractor or supplier may be required to file with the Human Rights Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Willful false statements made in such reports shall be punishable as provided by law. No contractor, subcontractor or supplier shall be held in nonconformance for not filing such a report with the Human Rights Commission unless he or she has been specifically required to do so in writing by the Human Rights Commission.

(3) Personally, or through his or her representatives, the contractor, subcontractor or supplier shall, through negotiations with the unions with whom he or she has collective bargaining or other agreements requiring him or her to obtain clear his or her employees through the union, or when he or she otherwise uses a union as an employment resource, attempt to develop an agreement which will:

(A) Define and outline responsibilities for nondiscrimination in hiring, referrals, upgrading and training.

(B) Otherwise implement an affirmative antidiscrimination program in terms of the unions' specific areas of skill and geography, such as an apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.

(4) The contractor, subcontractor or trade association shall notify the contracting agency of opposition to the nondiscrimination provisions of this contract by individuals, firms or organizations during the term of this contract. (Amended by Ord. 481-96, App. 1-19-97)

Section 12B.3. Human Rights Commission Empowered

The San Francisco Human Rights Commission, its presiding officer and its director are hereby granted the power to do all acts and exercise all powers referred to in Section 12B.2 hereof. (Added by Ord. 261-66, App. 10-31-66)

Section 12B.4. Affirmative Action Guidelines

The following affirmative action guidelines shall apply to all contracts for or on behalf of the City and County of San Francisco, as provided in Section 12B.1 hereof.

In order to be eligible to bid or to have a bid considered by the awarding agency, the contractor in all contracts shall submit an affirmative action program which shall meet the requirements of the Human Rights Commission.

The Human Rights Commission may also require contractors, subcontractors and suppliers to take part in a pre-bid or pre-award conference in order to develop, improve or implement a qualifying affirmative action program.

(1) Affirmative action nondiscrimination programs developed pursuant to this Section shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Contractors, subcontractors and suppliers who are members in good standing of a trade association which has negotiated an affirmative action nondiscrimination program with the Human Rights Commission may make this association program their commitment for the specific contract upon approval of the Human Rights Commission without the process of a separate pre-bid or pre-award conference. Such an association agreement shall be effective for a period of 12 months next succeeding the date of approval by the Human Rights Commission. Trade associations shall provide the Human Rights Commission with a list of members in good standing in such association. The Human Rights Commission shall annually supply contracting agencies of the City and County with a list of contractors, subcontractors and suppliers who have developed approved affirmative action nondiscrimination programs.

(2) The awarding agency shall be responsible for notifying all prospective bidders of the requirements of this Section and also when requested by Human Rights Commission, for notifying the Human Rights Commission of each contract which is being proposed to be put to public bid.

(3) The proposed affirmative action program required to be submitted under Section 12B.4 hereof, and the pre-bid or pre-award conference which may be required by Human Rights Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- (1) Apprenticeship where approved programs are functioning, and other on the job training for nonapprenticeable occupations.

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- (2) Classroom preparation for the job when not apprenticeship;
(3) Apprenticeship education and preparation;
(4) Upgrading training and opportunities;
(5) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that an contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City and County of San Francisco for such work; and
(6) The entry of qualified minority journeymen into the industry.

(d) Affirmative action nondiscrimination agreements resulting from the proposed affirmative action programs of the pre-bid or pre-award conferences shall not be confidential and may be publicized by the Human Rights Commission at its discretion. In addition, the Human Rights Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this ordinance.

(e) Any job training or education program using the funds, facilities, or staff of the City and County of San Francisco which, in the judgment of the Board of Supervisors or the Human Rights Commission, can make a contribution to the implementation of this ordinance shall submit reports to the Human Rights Commission as requested and shall be required to cooperate with the contractor, subcontractors, suppliers and unions and with the Human Rights Commission for the effectuation of the affirmative action nondiscrimination programs developed under this ordinance. (Amended by Ord. 498-75, App. 1-3-75)

Section 12B.5. Chapter Applies Only to Discriminatory Employment Practices

This Chapter shall not confer upon the City and County of San Francisco or any agency, board or commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City and County contracts.

(3) The Board of Supervisors shall appropriate such funds from the General Fund of the City and County of San Francisco subject to budgetary and fiscal provisions of the Charter, as it may deem necessary for the enforcement of this ordinance (Amended by Ord. 340-68, App. 12-6-68)

Section 12B.5-1. Non-applicability, Exceptions and Waivers

(A) The Director will waive the requirements of Sections 12B.1(b), and 12B.2(b) under the following circumstances:

1. Whenever the Director finds, upon the advice of the contracting department or commission, that needed goods or services are available only from a sole source and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirement;

2. If the contracting department certifies in writing to the Director that pursuant to Administrative Code Section 6.11 the contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this ordinance capable of performing the emergency work is immediately available, provided that such certification must be made prior to the Controller's contract certification.

3. [reserved]

4. [reserved]

(B) [reserved]

(C) The Board of Supervisors may waive by resolution the domestic planners benefit requirements of Sections 12B.1(c) and 12B.2(b) in any instance in which there are no qualified responsive bidders who provide domestic partner benefits and the fiscal contracting department or commission determines that the contract is for an essential City service or project.

(D) Sections 12B.1(b) and 12B.2(b) shall not apply to any contract, or other agreement involving real or personal property executed or amended prior to June 1, 1997, or to bid packages advertised and made available to the public, or any competitive sealed bids received by the City, prior to June 1, 1997. (Amended by Ord. 481-96 App. 1-19-97)

Section 12B.6. Severability

If any clause, sentence, paragraph or part of this title or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this title. (Amended by Ord. 261-66 App. 10-31-66)

**This page has been deleted.**

WHEREAS, The San Francisco Municipal Railway has been an operating department under the jurisdiction of the Public Utilities Commission; and

WHEREAS, Over time, the Public Utilities Commission established policies and procedures applicable to the Municipal Railway; and

WHEREAS, The Public Transportation Commission finds that it is desirable to continue certain policies and procedures; now, therefore, be it

(Execution of Documents)

RESOLVED, That in accordance with Public Utilities Commission Resolution No. 24, 289, adopted September 15, 1964 the Director of Public Transportation is hereby authorized and directed to execute, for and on behalf of the Public Transportation Commission, all contracts, agreements, leases and permits approved by this Commission; and be it

FURTHER RESOLVED, That in accordance with Public Utilities Commission Resolution No. 24, 289, adopted September 15, 1964 the Public Transportation Commission hereby directs its Secretary to affix his/her signature to each contract, agreement, lease or permit approved by the Commission attesting and certifying to approval by this Commission; and be it

*Omission of remainder of resolution intentional; for complete reference, please see Public Transportation Commission Resolution No. 94-006, dated June 28, 1994.*

PUBLIC UTILITIES COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 78-0022

RESOLVED, That the following minimum guidelines on affirmative action be required of all professional services firms (i.e., architects, engineers, management, etc.) doing business with the San Francisco Public Utilities Commission:

1. The firm will file reports on the ethnic and sex identification of its work force with the Employment Contracts Compliance Officer on forms to be supplied by said officer and at times designated by him/her.

2. The firm will submit a written affirmative action program for approval by the Human Rights Commission and the Public Utilities Commission's Employment Contracts Compliance Officer (or their respective designees), or participate in the Engineering Societies Manpower Training Programs (on the job training, employee upgrading and professional training and scholarships).

3. The firm will first notify ethnic and female professional organizations of professional job openings.

4. The firm will insure that a significant portion of the dollar value of the proposed subcontract work would include minority firm participation if subcontractors are used. If this requirement cannot be met, an agreeable program will be developed by the firm and the Employment Contracts Compliance Officer of the Public Utilities Commission, to be approved by the Commission prior to awarding the contract.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission  
at its meeting of JANUARY 10, 1978



Secretary, Public Utilities Commission Appendix D

PUBLIC UTILITIES COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 78-0071

WHEREAS, the Urban Mass Transportation Administration's circular c 1165.1 requires the chairman of the Commission to issue a policy statement expressing the Commission's commitment to minority business participation in its contracts; and

WHEREAS, the Public Utilities Commission has an approved Minority Business Enterprise Program; now, therefore, be it

RESOLVED, that it shall be the responsibility of the Utilities General Manager to insure that each and every contract issued by this Commission has afforded the maximum opportunity possible for the participation of minority businesses. He shall guarantee that all of the requirements that are presently included in our bid specifications and Request for Proposals are followed to the letter (see attached); he shall also make whatever arrangements are necessary with the City Purchaser's office to insure minority participation in the procurement of supplies and equipment for departments under the jurisdiction of this Commission; and be it further

RESOLVED, that a quarterly report shall be made to the Commission indicating the success of the above, and be it further

RESOLVED, that it is the desire of this Commission that each and every employee do whatever he can to enhance the opportunities for minority business in all areas of procurement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of FEBRUARY 14, 1978

CONTRACT PROPOSAL NO. 585

*Ronald A. Smith*

Secretary, Public Utilities Commission

Appendix D  
06T-001884.1Y SF

ET1030270



Appendix D

SECTION II

**FTA SPECIAL PROVISIONS FOR  
TRANSIT VEHICLE MANUFACTURERS (TVMS)**

**General** - This procurement is subject to the provisions of Section 23.67 of 49 CFR Part 23. Accordingly, as a condition of permission to bid, a Transit Vehicle Manufacturer's certification (see Page D-30) must be completed and submitted with the bid. A bid which does not include the certification **WILL NOT** be considered.

**FTA SPECIAL PROVISIONS FOR  
TRANSIT VEHICLE MANUFACTURERS (TVMS)**

1. **INTRODUCTION - PROCEDURES FOR TRANSIT VEHICLE  
MANUFACTURERS**

The SFPTC shall require that each transit vehicle manufacturer, as a condition of being authorized to bid on transit vehicle procurements in which FTA (formerly UMTA) funds participate, certify that it has complied with the requirements of 49 CFR Section 26.67.

Each manufacturer shall establish and submit, for the FTA Administrator's approval, an annual percentage overall goal. The base from which the goal is calculated shall be the amount of FTA financial assistance participating in transit vehicle contracts to be performed by the manufacturer during the fiscal year in question. Funds attributable to work performed outside the United States and its territories, possessions, and commonwealths shall be excluded from this base.

The manufacturer may make the certification called for in paragraph (1) above if it has submitted the goal required by paragraph (2), and the FTA Administrator has either approved it or not disapproved it.

For questions, certification information, or technical assistance, TVMS should contact Mr. Roger Peralta, at (202)366-2285, Office of Civil Rights, Federal Transit Administration, 400 Seventh Street, S.W. Washington D.C. 20590.