

450-2382017-002

Agenda Item **No. 8(b)**
Meeting of September 19, 2017

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Interim Executive Director

SUBJECT: Notice of intent to issue a Request for Proposals for parks, streetscapes and property management services at Hunters Point Shipyard Phase 1; Hunters Point Shipyard Project Area

EXECUTIVE SUMMARY

The purpose of this informational memorandum is to advise the Commission of staff's intention to issue a Request for Proposals ("RFP") for a contract to provide parks and streetscape maintenance; property management; events management; and associated services for parks, open spaces, and streetscapes in part of Mello-Roos Community Facilities District No. 8 ("CFD 8") in the Hunters Point Shipyard Phase 1 project ("Shipyard Phase 1").

Assuming no objections from the Commission, staff intends to issue the RFP on September 20, 2017. Staff anticipates returning to the Commission with a recommended Contractor in March 2018. Any new contract will be subject to Commission approval and compliance with state law. A copy of the RFP, which includes the contractor selection timeline, is attached as **Attachment 3**.

BACKGROUND

Hunters Point Shipyard Phase 1 Parks and Streetscapes

Pursuant to the Hunters Point Shipyard Redevelopment Plan, adopted by the San Francisco Board of Supervisors in 1997, and the Phase 1 Disposition and Development Agreement with Lennar/BVHP, LLC, adopted by the San Francisco Redevelopment Agency ("SFRA") Commission on December 2, 2003 as Resolution No. 179-2003, OCII is partnering with Lennar ("Developer") to plan, design and build the Hunters Point Shipyard Phase 1 project ("Shipyard Phase 1"). When complete, Shipyard Phase 1 is planned to include:

- Up to 1,600 units of housing, of which 27 to 40 percent will be below-market-rate affordable housing;

Edwin M. Lee
MAYOR

Nadia Sesay
INTERIM
EXECUTIVE DIRECTOR

Marilyn Mondejar
CHAIR

Miguel Bustos
Leah Pimentel
Mara Rosales
Darshan Singh
COMMISSIONERS

One S. Van Ness Ave.
5th Floor
San Francisco, CA
94103

415 749 2400

www.sfocii.org

- 26 acres of parks and open space, including a building with space for community use; and
- Infrastructure including utilities, street networks, and streetscape improvements.

The designs for Shipyard Phase 1 parks, open spaces and streetscapes were previously approved by the SFRA Commission (before the dissolution of California's redevelopment agencies in February 2012) or the OCII Commission (after that dissolution). These include:

- The Hunters Point Shipyard Phase 1 Open Space & Streetscape Master Plan, approved by the SFRA Commission on January 16, 2007 (SFRA Commission Resolution No. 6-2007);
- The Hunters Point Shipyard Phase 1 Open Space Schematic Design, approved by the SFRA Commission on October 2, 2007 (SFRA Commission Resolution No. 111-2007);
- The Hunters Point Shipyard Pocket Parks Schematic Design, approved by the SFRA Commission on January 18, 2011 (SFRA Commission Resolution No. 3-2011); and
- The Hunters Point Shipyard Phase 1 Open Space & Streetscape Master Plan Amendment, approved by the OCII Commission on January 19, 2016 (OCII Commission Resolution No. 3-2016).

Attachment 1 provides a map of the Shipyard Phase 1 parks and open spaces.

Community Facilities District No. 8

The SFRA Commission established Community Facilities District ("CFD 8") in September 2008 by SFRA Commission Resolution No. 94-2008. CFD 8 is a special tax district established for the purpose of funding the operations and maintenance of parks, open spaces and streetscapes in Shipyard Phase 1.

At full build-out, these facilities will include 26 acres of parks and open spaces and 17,100 linear feet of streetscapes.

DISCUSSION

Certain parks, open spaces, and streetscapes at Shipyard Phase 1 are now nearing completion. As these facilities are completed, in consultation with the City's Department of Public Works, OCII will inspect them, issue determinations of completeness, and then assume responsibility for their operation and maintenance. To prepare to operate and maintain the facilities, OCII is readying to issue an RFP for a contract to provide maintenance and management services for a number of parks, open spaces, and streetscapes.

RFP Facilities

The RFP will include the following facilities now nearing completion:

- Hillpoint Park (4.9 acres);
- Innes Court Park (0.5 acres);
- Pocket Park 15 (3,600 square feet);
- Pocket Park 16 (6,400 square feet);
- Hilltop Open Space (11 acres);

- Site Office Building/Storehouse Plaza (0.6 acres, including a 5,000-square foot building); and
- 8,100 linear feet of streetscapes.

In addition, the RFP will include the following facilities that are expected to be completed during the contract term:

- Galvez Overlook/Coleman Promenade (0.6 acres);
- Pocket Park 09 (1,800 square feet);
- Pocket Park 10 (2,900 square feet);
- Pocket Park 11 (1,700 square feet);
- Pocket Park 12 (2,900 square feet);
- Pocket Park 13 (2,700 square feet);
- Pocket Park 14 (2,400 square feet); and
- 3,400 linear feet of streetscapes.

Attachment 2 shows the locations and boundaries of these facilities (collectively, the "RFP Facilities").

RFP Services

The RFP will include the following services for the RFP facilities (the "RFP Services"):

- **Parks management services** including landscape and site furnishings maintenance, utility provision (water, electricity, garbage, etc.), and pest management.
- **Streetscape management services** including landscape and site furnishings maintenance and utility provision (water, electricity, garbage, etc.).
- **Property management services** including janitorial services; building systems inspection, maintenance and repair; utility provision (water, electricity, garbage, etc.); and pest management.
- **Events management services** including drafting reservation, fee and permit policies; reservation management; permit review/issuance for events in park areas and Site Office Building; and guidance to permit applicants regarding other needed governmental agency permits.
- **Administrative services** including submittal of workplans, budgets, and reports on maintenance, facility condition, events, capital reserve planning, payroll, and emergency preparedness; capital reserve planning to ensure funding for long term repair/replacement of all facilities; response to emergencies affecting the facilities; review of designs for future parks and streetscapes; and inspection of parks and streetscapes for completeness.

Workforce and Contracting Goals

Work under the proposed contract is subject to the workforce and contracting goals established in the OCII Bayview Hunters Point Employment and Contracting Policy and the OCII Small Business Enterprise Policy, including:

- A goal of fifty percent (50%) of workforce hires (expressed as a percentage of total hours of employment) being Bayview-Hunters Point residents (individuals residing in zip codes 94124, 94134, and 94107), and then San Francisco residents, with first consideration given to Bayview-Hunters Point residents.
- A goal of fifty percent (50%) of contract dollars being awarded to Small Business Enterprises (SBEs).

Proposed Contract Term

The proposed contract term is three years, with an option to extend for an additional three years at OCII's discretion, for a total term not to exceed six years. Although OCII's Purchasing Policy states that contracts shall normally not exceed three years, longer contract terms are customary in complex open space management efforts such as this, in part because frequent management turnover can lead to problematic transitions and lapses in service quality. Additionally, the contractor will communicate with the public about the Hunters Point Shipyard parks, and a longer contract term will allow the contractor to more effectively build community relationships and maintain consistent public contact over time. Based on similar concerns, OCII has previously entered into contracts with terms of six years for similar services in the Mission Bay project area.

Next steps

OCII plans to issue the RFP on September 20th, 2017, with a submittal due date of November 20th, 2017. Staff will review the proposals and anticipates recommending a contracting team and Personal Services Contract to the Commission in April 2018.

The RFP will be advertised via: 1) OCII's website, 2) the City's "Bids and Contracts" website, and 3) publications including the San Francisco Bay View and the Small Business Exchange. Extensive notification of the RFP will be provided to contractors, including Small Business Enterprises and minority- and woman-owned contractors. OCII staff will also publicize the RFP among local businesses through the Construction Assistance Program, a program established under the Candlestick Point-Hunters Point Shipyard Phase 2 Community Benefits Plan to increase contracting opportunities. Additionally, RFP announcements will be sent to landscape maintenance firms registered as SBEs with both OCII and the City.

If the Commission does not object, staff will proceed with the RFP issuance and selection process outlined above.

(Originated by Jonathan Plowman, Development Specialist)



Nadia Sesay
Interim Executive Director

- Attachment 1: Hunters Point Shipyard Phase 1 Parks Map
- Attachment 2: RFP Facilities
- Attachment 3: Parks, Streetscape and Property Management RFP

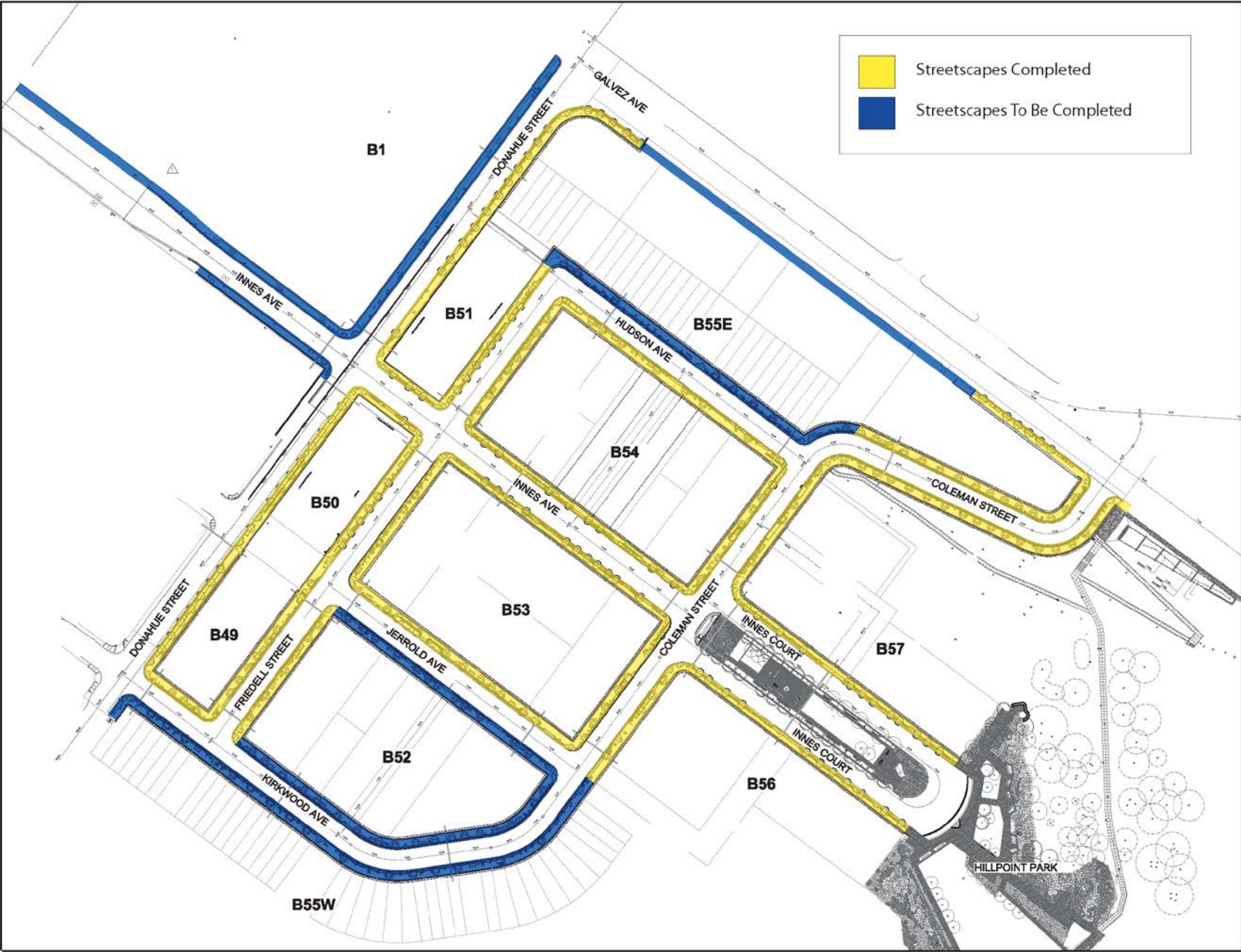
Attachment 1: Hunters Point Shipyard Phase 1 Parks Map



(A) Parks and Open Spaces



Attachment 2: RFP Facilities
(B) Streetscapes





**OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE**

Request for Proposals

**Hunters Point Shipyard Phase 1
Parks, Streetscape and Property Management**

**RFP Available
September 20th, 2017**

**Deadline for Submission
November 20th, 2017**

**Issued by:
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103**

**Contact: Jonathan Plowman
Email: jonathan.plowman@sfgov.org
Phone: 415-749-2577**

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Attachment #2:	Declaration of Nondiscrimination in Contracts and Benefits
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Attachment #3:	Minimum Compensation Policy Declaration
Attachment #4:	Health Care Accountability Policy Declaration
Attachment #5:	Disclosure Questionnaire
Attachment #6:	Statement of Compliance with Agency Policies and Certification of Applicant
Attachment #7:	Bayview Hunters Point Employment and Contracting Policy
Attachment #7a:	DDA Exhibit X-B: Revisions to and Interpretations of the Bayview Hunters Point Employment and Contracting Policy
Attachment #8:	OCII Purchasing Policy
Attachment #9:	Form of Personal Services Contract
Attachment #10:	RFP Registration Form
Attachment #11:	Submission Checklist Sheet
Attachment #12:	RFP Facilities Summary
Attachment #13:	Scope of Services
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TABLE OF EXHIBITS

- Exhibit 1: Project Locations Map
- Exhibit 2: Site Office Building Permit Set
- Exhibit 3: Public Art Location Map
- Exhibit 4: Public Art Conservation and Maintenance Report
- Exhibit 5: Stormwater Control Plan: Regional Parks
- Exhibit 6: Stormwater Control Plan: Pocket Parks
- Exhibit 7: San Francisco Integrated Pest Management (IPM) Compliance Checklist
- Exhibit 8: Slope and Drainage Maintenance Guidelines
- Exhibit 9: Hilltop Subdrains Plan (Excerpt from Grading/Retaining Walls As-Built Plan Set)

Hunters Point Shipyard Phase 1 Parks, Streetscape and Property Management

I. SUMMARY

The Office of Community Investment and Infrastructure (“OCII”) is seeking proposals (“Proposals”) from qualified contracting teams or contractors (“Applicants”) to perform maintenance, janitorial, property management, event administration, and administrative services (the “RFP Services”), for parks, open spaces, streetscapes, and one building within Phase 1 of the Hunters Point Shipyard (the “RFP Facilities”).

An evaluation panel including OCII staff, community representatives, and other stakeholders will evaluate Proposals and conduct oral interviews, and OCII staff will recommend an Applicant (the “Contractor”) for the OCII Commission’s consideration of a Personal Services Contract (the “Contract”) based on the selection criteria detailed below in **Section V.B.**

This opportunity is open to all businesses, both for-profit and non-profit. Applicants are advised that OCII is committed to vigorous equal opportunity employment.

Pursuant to the OCII Small Business Enterprise (“SBE”) Program, there is an SBE participation goal of 50% on this contract. OCII strongly encourages Applicants to create joint ventures or similar partnership relationships with San Francisco-based SBEs looking to build capacity and gain experience. More information about the SBE Program is provided in Section VII.A below.

Pursuant to OCII’s Bayview Hunters Point Employment and Contracting Policy, the contract is subject to a local hiring goal of 50% of employment hours worked by residents of Bayview Hunters-Point (individuals residing in zip codes 94124, 94134, and 94107). More information about the local hiring goal is provided in Section VII.B below, and in **Attachment #7: Bayview Hunters Point Employment and Contracting Policy** and **Attachment #7a: Revisions to and Interpretations of BVHP ECP for the Project.**

II. IMPORTANT DATES AND SUBMISSION PROCESS

A. Important Dates

Proposals are due by 4:00 p.m., Monday, November 20th, 2017.

RFP available at OCII and posted at www.sfocii.org	4:00 p.m., Wednesday, September 20 th , 2017
Mandatory pre-submission meeting at the Site Office Building (451 Galvez Avenue, San Francisco, CA 94124)	10:00 a.m., Monday, October 16 th , 2017
Deadline for questions and requests for additional information	4:00 p.m., Monday, October 23 rd , 2017
Submission deadline for Proposals	4:00 p.m., Monday, November 20 th , 2017

Applicant interviews	Monday, December 11 th , 2017*
OCII Commission consideration	Tuesday, April 17 th , 2018*

* Date subject to change

B. Pre-Submission Meeting

A Pre-Submission Meeting will be held at the Hunters Point Shipyard Site Office Building, located at 451 Galvez Avenue, San Francisco, CA 94124, on the date and time shown in Section II.A. At the Pre-Submission Meeting:

- OCII staff will provide an overview of the RFP Services and respond to questions;
- Applicants will visit and view the RFP Facilities to assess operations and maintenance needs; and
- Contractors will have the opportunity to meet and consider forming contracting teams to submit Proposals. There is an SBE participation goal of 50% on this contract. Contractors shall meet this goal or demonstrate good faith efforts to meet the goal. OCII strongly encourages non-SBE contractors to create joint ventures or similar partnership relationships with San Francisco-based SBEs in order to meet the goal.

Attendance at the Pre-Submission Meeting is **mandatory** for all Applicants.

C. Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFP must be received in writing by OCII – via mail, e-mail or messenger – on or before the date and time shown in Section II.A. Questions and information requests should be submitted to:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

All addenda, responses and additional information will be distributed to all registered RFP holders. OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information.

D. Registration

Applicants may register for the RFP by completing and submitting **Attachment #10: RFP Registration Form** to the contact in Section II.C above. Although it is not necessary to register to receive the RFP or to submit a Proposal, it is strongly recommended because

registered RFP holders will receive additional information including addenda and responses to written questions. Addenda and other updates to the RFP will also be posted online at <http://www.sfocii.org>.

E. Submission Time, Place, Date, Contact

Submission of **one (1) original and six (6) copies, and one CD or flash drive with a complete electronic copy** of the proposal must be received by the MOHCD/OCII receptionist on the 5th floor no later than Monday, November 20th, 2017 at 4:00 p.m. to:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

III. BACKGROUND

A. The Hunters Point Shipyard Phase 1 project

The Hunters Point Shipyard Phase 1 project (“HPS1”) is a major redevelopment project in San Francisco, California. Together, the HPS1 project and the adjacent Candlestick Point-Hunters Point Shipyard Phase 2 project (“CP-HPS2”) will redevelop the former sites of the Hunters Point Naval Shipyard and Candlestick Park Stadium. When completed, the sites will contain housing, offices, retail businesses, parks and open space, and other uses.

Approximately 307 homes at HPS1 have been completed; HPS1 is expected to be fully complete in the next three to four years.

B. The RFP Facilities

This Request for Proposals is seeking qualified contracting teams or contractors to provide services for a number of facilities are now nearing completion (the “RFP Facilities”) in Hunters Point Shipyard Phase 1. The RFP Facilities include:

- Approximately 18 acres of parks and open spaces;
- Approximately 12,000 linear feet of streetscapes; and
- The Site Office Building (approximately 5,000 square feet) and its grounds.

Figure 1 and Figure 2 below show the locations of the RFP Facilities. Figure 3 shows images of several of the RFP Facilities that are complete or near complete. Further details about the RFP Facilities are provided in Attachment #12: RFP Facilities Summary.

When a Contractor is selected, OCII reserves the right to remove facilities from or add facilities to the RFP Facilities; the RFP Facilities do not necessarily represent exactly the same facilities that will be in the contract.

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Figure 2: Streetscapes

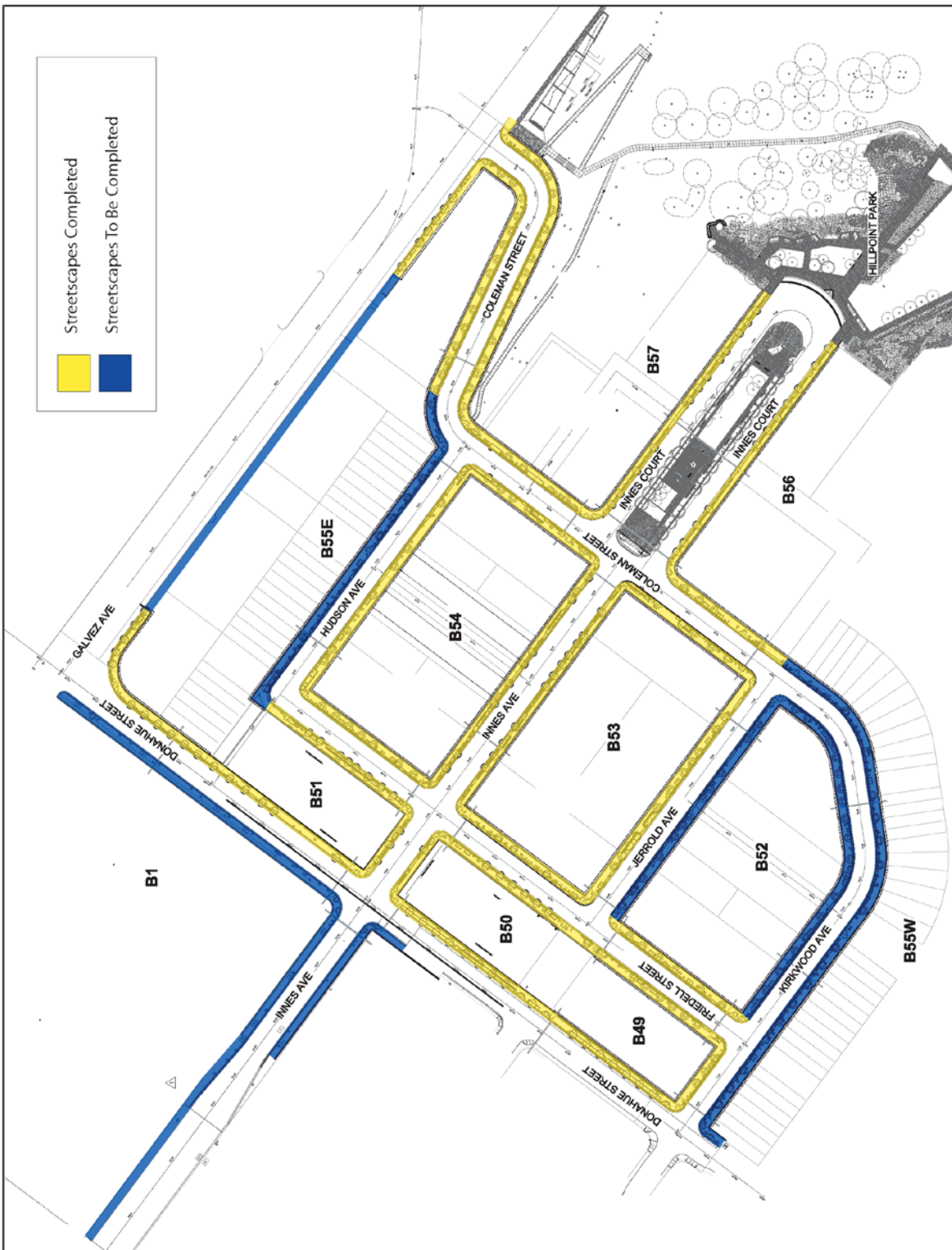
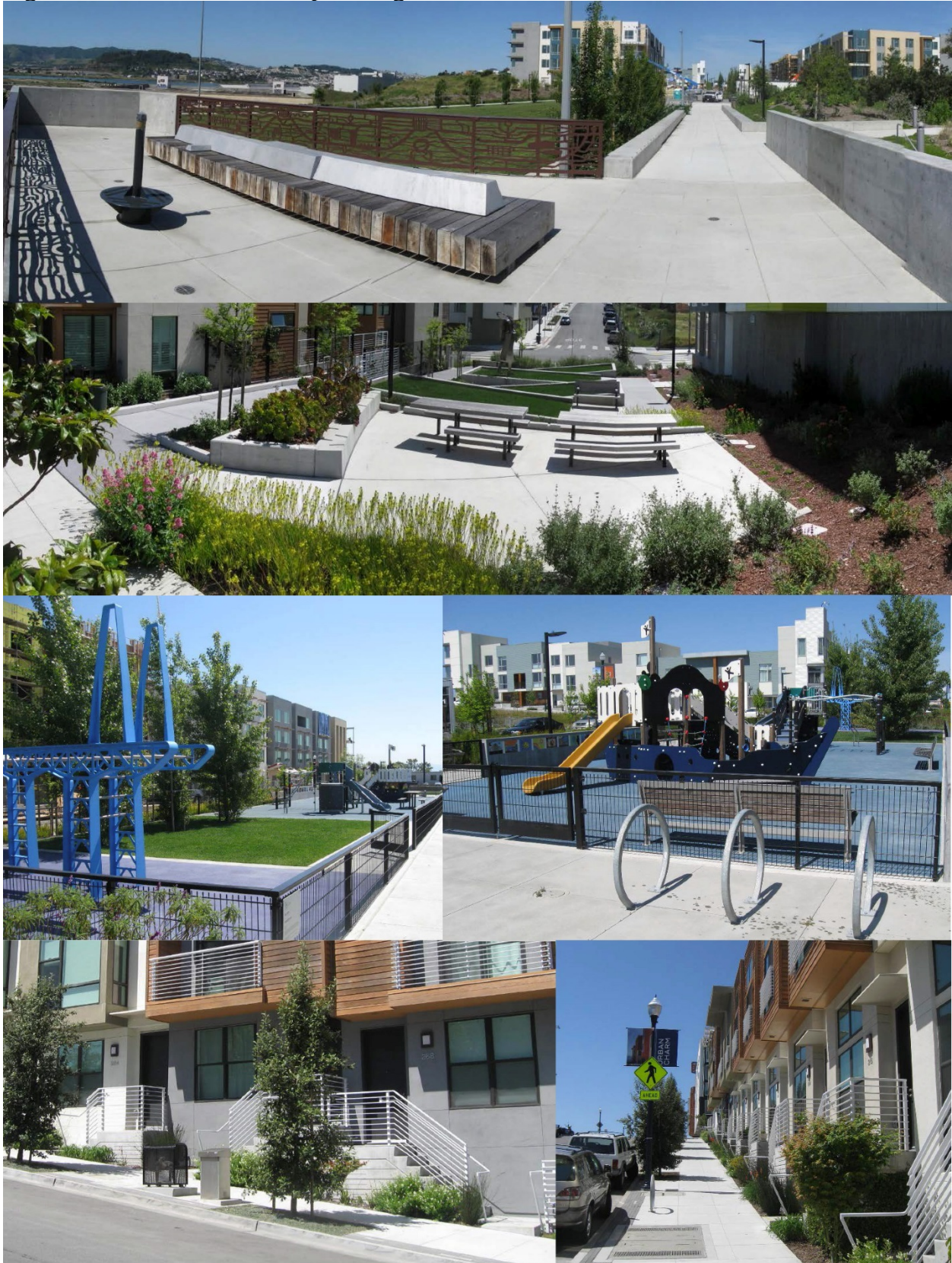


Figure 3: Parks and Streetscapes Images



C. Operations and maintenance funding

Operations and maintenance of the RFP Facilities is funded through a special tax levied through Community Facilities District No. 8 (“CFD 8”). Funding available for these services is limited by the funds that can be generated by CFD 8.

IV. SCOPE OF SERVICES

A. Scope of Services

The Scope of Services includes:

1. Management and maintenance of the completed parks and open spaces, including maintenance of landscapes, site furnishings, trees and plantings; managing the provision of all site utilities; and pest management;
2. Management and maintenance of the completed streetscapes, including maintenance of site furnishings, trees and plantings; managing the provision of all site utilities; and pest management;
3. Management and maintenance of one building including janitorial services; inspection and maintenance of all building systems; managing the provision of all site utilities; and pest management;
4. Event management services including drafting reservation and fee policies, maintaining a master event calendar, and managing event permits and reservations; and
5. Administrative services including advising OCII on the design, maintenance and management of parks and park buildings to be completed in the future; and capital reserve planning to ensure funding for long-term replacement and repair of facilities.

The Scope of Services is defined by **Attachment #13: Scope of Services** and **Attachment #13a: Reporting Requirements**. The Scope of Services will be incorporated into the Contract, an example of which is shown in **Attachment #9: Form of Personal Services Contract**.

B. Term, Budget and Compensation

The Contract term will be three years, with one additional three-year extension at OCII’s sole discretion, for a total term not to exceed six years. OCII will have the right to terminate the Contract with or without cause upon proper notice.

As detailed in **Attachment #13a: Reporting Requirements**, the Contractor will prepare and submit for OCII staff review and approval:

- Annual work plans and budgets for the total cost of the RFP Services including staffing costs, payments to subcontractors, tools and equipment, and management fee; and
- Monthly financial statements including month-end general ledger, supporting documentation for all expenditures, and variance reports comparing budgeted expenditures with actual expenditures.

OCII will make payments to the Contractor based on actual costs plus management fee.

C. The Contracting Team and Role of Prime Contractor

OCII plans to enter into a single contract for the RFP Scope of Services. The Contractor may be a single firm, or a team composed of a primary contractor (the “Prime Contractor”) and subcontractor(s). If the Contractor is a team, the Contract will be between OCII and the Prime Contractor. The Prime Contractor will manage all subcontractors to provide the RFP Scope of Services.

- Each Contractor, whether a team or a single firm, must be able to provide all services described in the Scope of Services.
- If the Contractor is a team, the Prime Contractor will be solely responsible for ensuring the provision of all services described in the Scope of Services.
- If the Contractor is a team, except as authorized by OCII in writing, the Prime Contractor will serve as the sole contact for OCII and members of the public with respect to all matters pertaining to the Contract; and the Prime Contractor may not delegate contacts with OCII or members of the public to any subcontractor(s).
- The Contracting team must be able to comply with OCII’s policies, including but not limited to Small Business Enterprise (“SBE”) requirements (**Attachment #1**), nondiscrimination in contracts and benefits (**Attachment #2**), minimum compensation (**Attachment #3**), healthcare accountability (**Attachment #4**), and insurance requirements (**Section VII.F**).
- A firm may serve as the Prime Contractor for only one Proposal.
- Subcontracting firms are permitted to participate in multiple Proposals and multiple Applicant teams. Prime Contractors may not restrict subcontracting firms from participating in multiple Proposals or multiple Applicant teams.
- Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this contract. OCII strongly encourages Applicants to create joint ventures (“JV”) or similar partnership relationships (“Associations”) with San Francisco-based SBEs looking to build capacity and gain experience. More information about the SBE Program is provided in **Section VII.A** below.
- Pursuant to OCII’s Bayview Hunters Point Employment and Contracting Policy, the contract is subject to a local hiring goal of 50% of employment hours being residents of Bayview Hunters-Point (individuals residing in zip codes 94124, 94134, and 94107). More information about the local hiring goal is provided in Section VII.B below, and in **Attachment #7: Bayview Hunters Point Employment and Contracting Policy** and **Attachment #7a: Revisions to and Interpretations of BVHP ECP for the Project**.
- Any contract entered into between the Prime Contractor and a subcontractor for work in the Scope of Services subsequent to the initial commencement of the Contract must be awarded in accordance with all provisions of OCII’s Purchasing Policy (**Attachment #8**).

V. SELECTION PROCESS AND CRITERIA

A. Selection Process

- a) Submissions of Proposals by Applicants wishing to be considered by OCII to provide these services will be accepted at OCII's offices until the date and time shown in Section II.A.
- b) Submissions must be complete with **one (1) original and six (6) copies, and one CD or flash drive with a complete electronic copy** to be considered. No submissions received by facsimile or electronic mail will be considered.
- c) OCII staff will evaluate all submissions for completeness and minimum qualifications. Applicants may use the Submission Checklist (**Attachment #11**) as an aid in preparing the Proposal. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist.
- d) OCII staff will contact references.
- e) An evaluation panel including but not limited to OCII, other City staff, a representative of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee, and other Project stakeholders will evaluate Proposals that meet all requirements and may conduct interviews of some selected Applicants. Interviews are scheduled to be held on the date(s) shown in Section II.A. **These dates are subject to change.** All applicants should advise OCII staff of availability on these days. Interviews will be held at OCII's offices located at 1 South Van Ness Avenue on the 5th floor. This location is subject to change.
- f) Further written material regarding qualifications or submittals may be requested prior to or following interviews.
- g) OCII staff will make a recommendation to the OCII Commission based on evaluation of the Proposals, interviews (if held), and reference checks. First consideration will be given in awarding contracts in the following order: (1) Project Area Small Business Enterprises ("SBEs"), (2) Local SBEs (outside an OCII Project or Survey Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs would be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs.
- h) The OCII Commission will approve a Personal Services Contract between OCII and the Applicant.
- i) OCII will not consider an Applicant's public statements on matters of public concern, that are protected under the First Amendment to the United States Constitution and unrelated to the contract, in the evaluation and selection of Applicants.

B. Selection Criteria

The selection of an Applicant will be based on the strength of their Proposal and qualifications, as detailed below.

The following criteria will be evaluated to score proposals.

Criteria	Maximum points
a) Experience, qualifications and approach of the Applicant in providing landscape maintenance services in similar parks, open spaces, streetscapes or outdoor areas.	20
b) Experience, qualifications and approach of the Applicant in providing property management, janitorial and event administration services in similar buildings or outdoor areas.	10
c) Experience, qualifications and approach of the Applicant in managing work plans, budgets and capital facilities budgets to plan for long-term facility repair and replacement; and Applicant's financial capacity and stability.	10
d) The strength of the proposed management and staffing structure.	10
e) The strength of the proposed budget and management fee.	25
f) Applicant's ability to meet the SBE participation goal of 50% established in the Small Business Enterprise Agreement (Attachment #1) and experience with Workforce Hiring programs similar to the Bayview Hunters Point Employment and Contracting Policy (Attachment #7) as amended by DDA Exhibit X-B (Attachment #7a).	15
g) The Applicant's experience interacting courteously and professionally with people of diverse backgrounds, members of the public, governmental agencies, and non-governmental organizations.	10
Maximum total points	100

The following criteria are required. Proposals which fail to meet any one of the following criteria will not be considered.

1. Valid business license for Prime Contractor and any subcontractor(s).
2. Valid California C-27 Landscaping Contractor License for Prime Contractor or subcontractor(s) performing landscaping maintenance services.
3. Ability to comply with OCII's nondiscrimination, equal benefits, minimum compensation, healthcare accountability, and small business enterprise policies, shown in **Attachment #1: Small Business Enterprise Agreement, Attachment #2: Declaration of Nondiscrimination in Contracts and Benefits, Attachment #3: Minimum Compensation Policy Declaration, Attachment #4:**

Health Care Accountability Policy Declaration, and Attachment #7, Bayview Hunters Point Employment and Contracting Policy (“BVHP ECP”), as amended by Attachment #7a, Revisions to and Interpretations of the BVHP ECP for the Project.

4. Ability to satisfy OCII’s insurance and indemnification requirements.

VI. SUBMISSION REQUIREMENTS

A. Submission of Proposals

Proposals should be as simple and concise as possible, while addressing all of the requirements below. Proposals must contain all of the following information:

- a) Proposed Approach: A narrative of no more than four pages describing the Applicant’s proposed approach to providing the Scope of Services, with separate sections for (1) landscape maintenance services, (2) property management, janitorial and event administration services, and (3) managing work plans, budgets and capital facilities budgets as described in **Attachment #13a: Reporting Requirements**. Include:
 - The roles of each firm in the contracting team (identifying services to be provided by the Prime Contractor and any subcontractor[s]).
- b) Contracting Team: A list identifying the managing Prime Contractor and any subcontractor(s) that will together provide the full Scope of Services. Include the name, contact person, address, telephone and facsimile numbers, and e-mail address of each firm.
- c) List of Relevant Experience: Using **Attachment #14: Relevant Experience Form**, provide current and recent contracts during the past five years (provide separate lists for the Prime Contractor and any subcontractor[s]). Provide separate lists for (1) landscape maintenance services, (2) property management, janitorial and event administration services, and (3) managing work plans, budgets and capital facilities budgets as described in **Attachment #13a: Reporting Requirements**. Include dates services were provided; the client; client type (governmental agency, private company, non-profit, etc.); a key client contact that OCII can contact for information; the firm’s role in providing services for the client; and work provided for the client including locations of the work. Finally, provide a more detailed description of up to three contracts completed or in progress that are most relevant to the services in the Scope of Services. *Fill out Attachment #14 separately for the Prime Contractor and any subcontractor(s).*
- d) Management/Staffing Structure: A description of the proposed management and staffing structure for providing the Scope of Services. Identify key staff and their responsibilities for both the Prime Contractor and any subcontractor(s). Include key staff resumes including any relevant qualifications, professional designations, licenses, and experience. ***Applicants must notify OCII in writing within ten days of any change in the employment status of key employees identified in this submittal.***

- e) Budget: A proposed budget for providing the Scope of Services in Excel format. Show separate calculations for (a) each park in the RFP Facilities; (b) streetscapes in the RFP Facilities; (c) janitorial and property management services for the Site Office Building; (d) event support services (Section III of **Attachment #13**); and (e) the Administrative Requirements (Section IV of **Attachment #13**). Indicate estimated staffing requirements and pay rates. The budget must include the Prime Contractor's annual management fee, structured as separate flat fees for each park; one flat fee for all streetscapes, including a unit fee per linear foot of streetscape; and one fee for the Site Office Building. Applicants acknowledge that OCII may use the unit fee per linear foot of streetscape to adjust the fee if actual linear feet of streetscape in the Contract differs from that in the RFP. *Note that the budget should include only routine work needed for the Scope of Services; capital facility expenses (costs of repairing and replacing facilities as they become damaged, wear out, reach the end of lifespan, etc.) should not be included.*
- f) Property Management Experience Form: **Attachment #15: Property Management Experience Form**, completed by the Prime Contractor or subcontractor(s) that will provide Property Management and Janitorial services (Section II of the Scope of Services).
- g) Bank Letter of Good Standing: A letter of good standing from the Prime Contractor's bank, on bank letterhead, indicating the length of time Prime Contractor has held an account and confirmation of any outstanding loans or credit cards. Clearly mark the letter "CONFIDENTIAL". OCII will make a good faith effort to keep the letter confidential, but cannot guarantee its confidentiality.
- h) Courtesy/Professionalism Narrative: A narrative no longer than one page describing the Prime Contractor's and/or any subcontractor(s)' successful experiences working courteously and professionally with people of diverse backgrounds, the public, governmental agencies, and/or non-governmental organizations.
- i) Workforce Hiring Goals Narrative: A narrative no longer than two pages describing (a) Applicant's understanding of OCII's workforce hiring objective of 50% local residents, as established in the Bayview Hunters Point Employment and Contracting Policy (**Attachment #7**) as amended by DDA Exhibit X-B (**Attachment #7a**); (b) Applicant's prior experience, if any, successfully implementing a workforce hiring program similar to the Bayview Hunters Point Employment and Contracting Policy; and (c) steps Applicant intends to take to meet or exceed the workforce obligations if awarded this contract.
- j) Business License: Business license of the prime Contractor.
- k) Landscaping Contractor License: California C-27 Landscaping Contractor License from the Prime Contractor and/or subcontractor(s) that will perform the landscaping services (Section I of the Scope of Services).

Items L to O below must be completed and/or answered in writing for the Prime Contractor. Subcontractors do not need to complete these items.

- l) A signed Small Business Enterprise Agreement (**Attachment #1**) and Subconsultant Participation Form (**Attachment #1a**) listing Applicant's SBE subcontractor(s) to evidence ability to meet OCII's SBE participation goal of 50%.
- m) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #2**).
- n) A signed Statement of Compliance with OCII Policies & Certification of Applicant (**Attachment #6**).
- o) A completed RFP Registration Form (**Attachment #10**).

Items P to R below must be completed and/or answered in writing for the Prime Contractor and every subcontractor on the Applicant's team.

- p) A signed Minimum Compensation Policy Declaration (**Attachment #3**).
- q) A signed Health Care Accountability Declaration (**Attachment #4**).
- r) Complete responses to all questions in the Disclosure Questionnaire (**Attachment #5**).

One (1) original and six (6) copies, and one CD or flash drive with a complete electronic copy of the Proposal and all required submission elements must be received at OCII's office no later than 4:00 p.m. Monday, November 20th, 2017. Deliver proposals marked "**HPS1 Parks Management RFP**" to the attention of:

Attn: Jonathan Plowman
Office of Community Investment and Infrastructure (OCII)
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415-749-2577
E-Mail: jonathan.plowman@sfgov.org

A submission checklist is provided as **Attachment #11** to assist Applicants. Please note that the checklist is merely an aid, and each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist.

OCII will disqualify from consideration any Proposal received with insufficient copies or lacking all or part of any required submission element.

Hand delivery is advised. Submissions delivered by facsimile or electronic mail will not be considered. Applicants may submit a Proposal at any time prior to the submission deadline.

VII. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each Applicant shall acknowledge receipt and understanding of the following OCII contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

OCII has a long history of promoting equal opportunity in contracting and workforce employment among professional services consultants and contractors performing work on OCII contracts. Through a comprehensive and robust Equal Opportunity Program (“EOP”), OCII administers various policies and related programs requiring consultants to provide benefits to economically disadvantaged communities and local residents. These policies and programs include Nondiscrimination in Contracts and Benefits, Minimum Compensation Policy, Health Care Accountability Policy (“HCAP”), and Small Business Enterprise (“SBE”) Program. Further information about these policies and programs are described in Attachments #1 through #4 and Section VII.F of this RFP.

Pursuant to the OCII SBE Program, there is an SBE participation goal of 50% on this contract. Applicants shall meet this goal or demonstrate good faith efforts to meet the goal by identifying, in its proposal, its small business team members and their scopes of work. OCII strongly encourages Applicants to create joint ventures (“JV”) or similar partnership relationships (“Associations”) with San Francisco-based SBEs looking to build capacity and gain experience. For instance, Applicants are encouraged to create JVs or Associations between property management firms and landscape maintenance firms in response to this RFP. OCII will recognize JVs and Associations between a non-SBE firm and an SBE firm where the SBE partner performs at least 35% of the work defined in a JV or Association agreement and receives a proportionate share of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal.

Furthermore, the OCII SBE Program provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII redevelopment project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy the participation goal only if Project Area SBEs or Local SBEs are neither available nor qualified, or if their bids or fees are significantly higher than those of non-local SBEs. Further information on the criteria for determining SBE eligibility and program requirements is located in Attachment #1. For any questions, please contact Bruk Solomon, OCII Contract Compliance, at bruk.solomon@sfgov.org.

B. Bayview Hunters Point Employment and Contracting Policy

This project is subject to the Bayview Hunters Point Employment and Contracting Policy, which establishes a 50% local construction workforce hiring goal. The policy, adopted in 2007, was designed to ensure that employment and other economic opportunities presented through development benefit persons in the Bayview Hunters Point Redevelopment Project Area, including residents in the 94124, 94134 and 94107 ZIP codes, to the greatest extent

feasible. For more information about the Bayview Hunters Point Employment and Contracting Policy, please refer to **Attachment #7: Bayview Hunters Point Employment and Contracting Policy** and **Attachment #7a: Revisions to and Interpretations of BVHP ECP for the Project**.

C. Applicant's Duty of Loyalty

Applicant for itself and its subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the OCII, no present or former employee, Commissioner or consultant of the OCII shall knowingly act for anyone other than the OCII in connection with any particular matter in which the OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

D. Limitations on Contributions

Applicant acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Applicant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Applicant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant. Additionally, Applicant acknowledges that Applicant must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Applicant agrees to provide to OCII the names of each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant.

E. Nondiscrimination in Contracts and Benefits

OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners.

The Applicant shall complete **Attachment #2: Declaration of Nondiscrimination in Contracts and Benefits**. Entities that have received certification from the San Francisco Human Rights Commission regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII's policy. For further information, see instructions contained in **Attachment #2** or contact OCII's Contract Compliance Department at 415-749-2400.

F. Minimum Compensation Policy and Health Care Accountability Policy

OCII has adopted a Minimum Compensation Policy ("MCP") for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (**Attachment #3**). In addition, the Health Care Accountability Policy ("HCAP") requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health (**Attachment #4**).

The Applicant shall submit a completed MCP Declaration Form and HCAP Declaration Form. If the Applicant is a contracting team, separate MCP Declaration Forms and HCAP Declaration Forms must be submitted for the Prime Contractor and each subcontractor.

G. Insurance

The Contractor must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the OCII contract by the Contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by OCII, the Contractor must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with the following coverages and limits:

- General Liability: \$5,000,000 per occurrence;
- Automobile Liability: \$5,000,000 per accident for bodily injury and property damage;
- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees); and
- Fidelity Bond or other form of Commercial Crime insurance for \$100,000.
- Policies may not have an exclusion for sexual misconduct liability.

The insurance requirements may be modified by OCII's Risk Manager in his/her sole discretion.

H. Indemnity

The Contractor shall defend, hold harmless and indemnify OCII, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of the OCII contract and any of the Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

I. Disclosure Questions

Each consultant shall Complete **Attachment #5: Disclosure Questionnaire**, and submit the completed form as part of its Proposal.

J. Certification of Applicant

The Contractor shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Proposal is true and correct (**Attachment #6**).

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The Contractor will be required to enter into a Personal Services Contract with OCII (see **Attachment #9**). The Contractor will be required to comply with all of the provisions of the Personal Services Contract, including but not limited to OCII's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

B. Contractor Expenses

Applicants responding to this RFP do so at their own expense. OCII will not consider any Applicant costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

C. OCII Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any contractor, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the

services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into a Personal Services Contract.

D. Claims Against OCII

Should an actual or potential proposer object on any ground to any provision or requirement of this RFP, that person or entity must, not more than ten calendar days after this RFP is issued, provide written notice to OCII setting forth with specificity the grounds for the objection. The failure of a potential proposer to object as set forth above shall constitute a complete and irrevocable waiver of any such objection.

Each Applicant by responding to this RFP, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the prices are genuine and not the result of collusion or any other anti-competitive activity.

IX. ATTACHMENTS

- Attachment #1: Small Business Enterprise Agreement
- Attachment #1a: Subconsultant Participation Form
- Attachment #2: Declaration of Nondiscrimination in Contracts and Benefits
- Attachment #2a: Instructions for Declaration of Nondiscrimination in Contracts and Benefits
- Attachment #3: Minimum Compensation Policy Declaration
- Attachment #4: Health Care Accountability Policy Declaration
- Attachment #5: Disclosure Questionnaire
- Attachment #6: Statement of Compliance with Agency Policies and Certification of Applicant
- Attachment #7: Bayview Hunters Point Employment and Contracting Policy
- Attachment #7a: DDA Exhibit X-B: Revisions to and Interpretations of the Bayview Hunters Point Employment and Contracting Policy
- Attachment #8: OCII Purchasing Policy
- Attachment #9: Form of Personal Services Contract
- Attachment #10: RFP Registration Form
- Attachment #11: Submission Checklist Sheet
- Attachment #12: RFP Facilities Summary
- Attachment #13: Scope of Services
- Attachment #13a: Reporting Requirements
- Attachment #14: Relevant Experience Form
- Attachment #15: Property Management Experience Form

X. EXHIBITS

Exhibit 1: Project Locations Map

Exhibit 2: Site Office Building Permit Set

Exhibit 3: Public Art Location Map

Exhibit 4: Public Art Conservation and Maintenance Report

Exhibit 5: Stormwater Control Plan: Regional Parks

Exhibit 6: Stormwater Control Plan: Pocket Parks

Exhibit 7: San Francisco Integrated Pest Management (IPM) Compliance Checklist

Exhibit 8: Slope and Drainage Maintenance Guidelines

Exhibit 9: Hilltop Subdrains Plan (Excerpt from Grading/Retaining Walls As-Built Plan Set)

All Exhibits are available for download. See documents for this RFP at sfocii.org/rfp

ATTACHMENT #1

SMALL BUSINESS ENTERPRISE AGREEMENT

The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. PURPOSE. The purpose of entering into this Small Business Enterprise Program agreement (“**SBE Program**”) is to establish a set of Small Business Enterprise (“SBE”) participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in contracts by or at the behest of the Successor Agency to the San Francisco Redevelopment Agency (“**Agency**”) and/or the Agency-Assisted Contractor. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION. The SBE Program applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract.

III. GOALS. The Agency’s SBE Participation Goals are:

CONSTRUCTION	50%
PROFESSIONAL SERVICES	50%
SUPPLIERS	50%

IV. TRAINEE HIRING GOAL. In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over \$100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional’s contract as follows:

<u>Trainees</u>	<u>Design Professional Fees</u>
0	\$ 0 – \$99,000
1	\$ 100,000 – \$249,999
2	\$ 250,000 – \$499,999
3	\$ 500,000 – \$999,999
4	\$1,000,000 – \$1,499,999
5	\$1,500,000 – \$1,999,999
6	\$2,000,000 - \$4,999,999
7	\$5,000,000 - \$7,999,999
8	\$8,000,000 – or more

A. Procedures For Trainee Hires

1. Compliance with the Trainee Hiring Goal

Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

2. Execution and Incorporation of this Agreement to Sub-agreements

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. Contact Educational Institutions

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. Response from Educational Institutions

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. Action by Design Professionals When Referrals Available

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. Action by Design Professionals When Referrals Unavailable

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

7. Action by Design Professional When No Response From Educational Institutions

If a design professional has not received a response to its request for referrals from any of the

educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to the Agency Compliance Officer upon request.

8. Termination of Trainee for Cause

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. Reporting

Upon completion of the Term of the Agreement or the term of the design professional's contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. Report on Terminations

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency's program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency's SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement (“DDA”), Land Disposition Agreement (“LDA”), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

Agency-Assisted Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

Agency Contract means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

Amendment to a Pre-existing Contract means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy (“SBE Policy”) takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

Annual Receipts means “total income” (or in the case of a sole proprietorship, “gross income”) plus “cost of goods sold” as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

Arbitration Party means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

Association means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Commercially Useful Function means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco (“City”) as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a “commercially useful function” unless the brokerage, referral or temporary employment services are required and sought by the Agency.

Contract means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

Joint Venture means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Non-San Francisco-based Small Business Enterprise means a SBE that has fixed offices located outside the geographical boundaries of the City.

Office” or “Offices means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an “office” under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an “office.” The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an “as needed” basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

Project Area Small Business Enterprise means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms’ location in a Project Area or Survey Area.

Project Area means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

San Francisco-based Small Business Enterprise means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a

SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	\$20,000,000
Specialty Construction Contractors	\$14,000,000
Suppliers (goods/materials/ equipment and general services)	\$10,000,000
Professional Services	\$2,500,000
Trucking	\$3,500,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

Specialty Construction Contractor means a contractor licensed by the Contractors State License Board under the "C" classification license pursuant to California Business and Professions Code Section 7058.

Survey Area means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include the Bayview Hunters Point Redevelopment Survey Area C.

XI. GOOD FAITH EFFORTS TO MEET SBE GOALS Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. Outreach. Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise.** Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and

media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs.** Request from the Agency's Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

B. Pre-Solicitation Meeting. For construction contracts estimated to cost \$5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

C. Follow-up. Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

D. Subdivide Work. Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

E. Provide Timely and Complete Information. The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

F. Good Faith Negotiations. Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

G. Bid Shopping Prohibited. Prohibit the shopping of the bids. Where the Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

H. Other Assistance. Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that the Agency has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) The Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. Delivery Scheduling. Establish delivery schedules which encourage participation of SBEs.

J. Utilize SBEs as Lower Tier Subcontractors. The Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

K. Maximize Outreach Resources. Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and

placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

L. Replacement of SBE. If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, the Agency's Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. No Retaliation. No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of an Agency-Assisted Contract or Contract. The Agency-Assisted Contractor or Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

C. Compliance with Prompt Payment Statute. Construction contracts and subcontracts awarded for \$5,000 or more shall contain the following provision:

“Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq.* Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity.”

In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 *et seq.*), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

D. Submission Of Electronic Certified Payrolls. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency's Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.

XIII. PROCEDURES

A. Notice to Agency. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. Affidavit. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

C. Good Faith Documentation. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), the Agency-Assisted Contractor or Contractor(s) shall meet and confer with the Agency at a date and time set by the Agency. If the issue of the Agency-Assisted Contractor's or Contractor's good faith efforts is not resolved at this meeting, the Agency-Assisted Contractor or Contractor shall submit to the Agency within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts ("**Submission**"):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by the Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.

2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.

3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.

4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.

5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.
8. A description of any divisions of work undertaken to facilitate SBE participation.
9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.
10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.
11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. Presumption of Good Faith Efforts. If the Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. Waiver. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price.

F. SBE Determination. The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. Agency Investigation. Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.

XIV. ARBITRATION OF DISPUTES.

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration**, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.

I. California Law Applies. Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. Arbitrator's Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. Default Award; No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall

have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. Exculpatory Clause. Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. Severability. The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. Arbitration Notice: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Agency

Agency-Assisted Contractor

XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

Signature

Date

Print Your Name

Title

Company Name and Phone Number

Subconsultant Participation Form

Proposer's

Name: _____

Is your firm a Small Business Enterprise: Yes _____ No _____

Address: _____

Total SBE Participation Percentage proposed for this Contract: _____ %

Instructions: (1) Proposer is required to furnish the following information on ALL subcontractors/subconsultants that will perform work, provide labor or render services in connection with this contract.
 (2) Proposer MUST provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both SBEs and non-SBEs alike. Include all bid acceptance(s) AND rejection(s). Signature is required on this form.

Subconsultant/Supplier Firm Name/Address/Phone/Email/Contact Person		SBE? (Yes/No)	Description of Work, Services, or Supplies	Dollar Amount of Work, Services, or Supplies	Proposal/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

Note: Do not indicate more than one "Yes" in the column "Proposal/Quote Accepted" for alternative subconsultant for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subconsultant(s) and/or supplier(s) whose proposal/quote was accepted conditioned upon execution of a contract with OCII. The undersigned certifies that any SBE listed above whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form true and correct.

Signature

Date

Print Name and Title

ATTACHMENT #2



OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII) (SUCCESSOR TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)

DECLARATION FORM Nondiscrimination in Contracts and Benefits

Section A

Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

- ☐ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B

1. Nondiscrimination—Protected Classes

- a. Is it your company/organization's policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:

- | | | |
|---------------------------|------------------------------|-----------------------------|
| • Race | ☐ Yes | ☐ No |
| • color | ☐ Yes | ☐ No |
| • Creed | ☐ Yes | ☐ No |
| • Religion | ☐ Yes | ☐ No |
| • ancestry | ☐ Yes | ☐ No |
| • national origin | ☐ Yes | ☐ No |
| • Age | ☐ Yes | ☐ No |
| • sex | ☐ Yes | ☐ No |
| • sexual orientation | ☐ Yes | ☐ No |
| • gender identity | ☐ Yes | ☐ No |
| • marital status | ☐ Yes | ☐ No |
| • domestic partner status | ☐ Yes | ☐ No |
| • Disability | ☐ Yes | ☐ No |
| • AIDS or HIV status | ☐ Yes | ☐ No |

- b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with the Agency or the City?

☐ Yes ☐ No

If you answered "no" to any part of Question 1a or 1b, the Agency or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)

- a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

- b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?

☐ Yes ☐ No

If you answered "no" to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered "yes" to Question 2a or 2b, continue to 2c.

- c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).

ATTACHMENT #2

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	☐	☐	☐
• Pension	☐	☐	☐
• Bereavement	☐	☐	☐
• Family leave	☐	☐	☐
• Parental leave	☐	☐	☐
• Employee assistance programs	☐	☐	☐
• Relocation and travel	☐	☐	☐
• Company discounts, facilities, events	☐	☐	☐
• Credit union	☐	☐	☐
• Child care	☐	☐	☐
• Other _____	☐	☐	☐
• Other _____	☐	☐	☐

- d. If you answered “yes” to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

- (1) Have you taken all reasonable measures? ☐ Yes ☐ No
- (2) Do you provide a cash equivalent? ☐ Yes ☐ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered “yes” to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated “yes” in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered “yes” to Question 2d(1) complete and attach form SFRA/CC-103, “Nondiscrimination in Benefits—Reasonable Measures Affidavit,” which is available from the Agency. You need not document your “yes” answer to Question 1a or Question 1b.

Section C

I declare (or certify) under penalty of perjury that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____, _____
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

Remittance Address (if different from above): _____

Name of Signatory: _____ Title: _____

(Please Print)

Signature: _____

Phone Number: _____ Federal Tax Identification Number: _____

Approximate number of employees in the U.S.: _____ Vendor Number: _____
(if known)

- ☐ Check here if your address has changed.
- ☐ Check here if your organization is a non-profit.
- ☐ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

Please return this form to: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103



Office of Community Investment and Infrastructure
INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

A. What is the Nondiscrimination in Contracts Policy?

The Office of Community Investment and Infrastructure's Nondiscrimination in Contracts Policy (Policy) requires companies or organizations providing products or services to, or leasing a real property from, the Agency to agree not to discriminate against groups who are protected from discrimination under the Policy, and to include a similar provision in subcontracts and other agreements. Those provisions are the subjects of this form. The Policy is posted on the Web at: <http://sfocii.org/policies-and-procedures>.

If you do not comply with the Policy, the Agency cannot do business with you, except under certain very limited circumstances.

B. What Agency contracts are covered by the Policy?

- Contracts or purchase orders where the Agency purchases products, services or construction with contractors/vendors whose total amount of business with the Agency exceeds a cumulative amount of \$5,000 in a 12-month period.
- Leases of property owned by the Agency for a term of 30 days or more. In these cases, the Agency is the landlord. The Policy also applies to leases for a term of 30 days or more where the Agency is the tenant.

C. What are the groups protected from discrimination under the Policy?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of the Agency or the City and County of San Francisco
- a member of the public having contact with you.

D. What are prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on the declaration form).

- | | |
|----------------------|---------------------------|
| • race | • color |
| • creed | • religion |
| • ancestry | • national origin |
| • age | • sex |
| • sexual orientation | • gender identity |
| • marital status | • domestic partner status |
| • disability | • AIDS/HIV status |

In the provision of benefits, you also may not discriminate between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the Agency, you must include a nondiscrimination provision (See Question 1b on the Declaration Form). The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the Agency division administering your contract with the Agency. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

INSTRUCTIONS FOR DECLARATION FORM
Nondiscrimination in Contracts and Benefits

F. Nondiscrimination in benefits for spouses and domestic partners

1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city that authorizes such registration, then those two people are domestic partners. It doesn't matter where the domestic partners now live or whether they are a same-sex couple or an opposite sex couple. A company/organization may also institute its own domestic partnership registry (contact the Agency for more information).

2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (See Question 2c on the Declaration Form).

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to provide the same benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source or state or federal law prohibit the provision of equal benefits. (See Question 2d on the Declaration form).
- The Policy does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on the Declaration Form.

G. Form required

Complete the Declaration Form to tell the Agency whether you comply with the Policy. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration Form and keep a copy for your records. If an Agency division should ask you to complete the form again, you may submit a copy of the form you originally submitted (if the information has not changed), unless you are advised otherwise.

H. Attachments

If you provide equal benefits, as indicated by your answers to Question 2c on the Declaration form, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM**, unless such documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits." If documentation does not exist, attach an explanation (e.g., some of your policies are unwritten).

I. If your answers change

If, after you submit the Declaration, your company/organization's nondiscrimination policy or benefits change such that the information you provided to the Agency is no longer accurate, you must advise the Agency promptly by submitting a new Declaration.

ATTACHMENT #3

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on OCII contracts and subcontracts for services: for Commercial Business MCP the wage rate is \$13.34 per hour effective January 1, 2016; for Nonprofit MCP the wage rate is \$12.25 per hour effective May 1, 2015 and \$13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.
- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

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

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or <http://www.sfocii.org/index.aspx?page=126>.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP 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

Company Name

Phone

ATTACHMENT #4

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (as Successor Agency to the Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the “HCAP”), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; (2) pay OCII \$4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed \$180 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP’s minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII’s contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

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

For more information, please see the complete text of the HCAP, available from the OCII’s Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP 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

Company Name

Phone

ATTACHMENT #5

DISCLOSURE QUESTIONS

Instructions: Please respond completely to each question listed below using the space provided. Use a separate sheet of paper, if necessary. Please state “No” or “None” when appropriate. Do not leave a question blank or state “N/A”. If the applicant¹ is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

1. Has applicant ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which applicant is a general partner. If so, please describe the circumstances including dates and current status.

Answer: _____

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against applicant or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations. If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations.

Answer: _____

3. Are there any prior or pending administrative complaint/hearing against, or any debarment or suspension of, or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant’s affiliated corporations, partnerships in which applicant is a general partner, or other business entity. If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status.

Answer: _____

4. Has applicant or its wholly owned subsidiaries ever filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.

Answer: _____

¹ For the purposes of this RFQ, the term “applicant” shall mean and refer to the respondent to this RFQ regardless of legal form. Thus applicant applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant's affiliated corporations or partnerships in which applicant is a general partner, or other business entity, with any member of the Agency Commission or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.²

Answer: _____

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the Disclosure Questionnaire is true and correct.

Date: _____ Signed: _____

² In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest – over \$2,000; real property interest – over \$2,000; other source of income within 12 months before the decision – over \$500; gift or intermediary for donor of gift within 12 months - \$250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.

ATTACHMENT #6

STATEMENT OF COMPLIANCE WITH AGENCY POLICIES & CERTIFICATION OF APPLICANT

Applicant(s) _____ agrees to comply with all of the Agency's policies, including but not limited to insurance and indemnification requirements found in this RFP and conditions in the Personal Services Contract template (**Attachment #9**).

Applicant(s) hereby certifies that is in good standing with federal, state, and local regulatory bodies, and is authorized to conduct business and provide the goods and/or services requested in this RFP.

The undersign hereby certifies under penalty of perjury under the laws of the State of California that the foregoing statements and all information provided in Applicant's proposal in response to this RFP are true and correct.

Date: _____

Signed: _____

Print Name: _____

Title: _____

ATTACHMENT #7

Office of
Community Investment and Infrastructure

BAYVIEW HUNTERS POINT EMPLOYMENT AND CONTRACTING POLICY

Adopted December 4, 2007

San Francisco Redevelopment Commission Resolution No. 127-2007

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I. PURPOSE

A. Purpose

1. Pursuant to California Community Redevelopment Law (“**CRL**”) and consistent with long standing practice, the Office of Community Investment and Infrastructure (“**Agency**”) hereby adopts this Employment and Contracting Policy to ensure training and employment opportunities for lower-income residents in the Bayview Hunters Point (“**BVHP**”) Redevelopment Project Area, including residents in the 94124 zip code, subject to the criteria set forth below.

2. In adopting the BVHP Redevelopment Plan, the Agency and the City and County of San Francisco (“**City**”) have made a commitment to vigorous equal opportunity and diversity in employment. Thus, the Agency has proposed programs to encourage local hiring and contracting by the private sector engaged in development in the Project Area.

3. This BVHP Employment and Contracting Policy is designed to ensure that Agency Action Projects and private Significant Projects (which do not receive Agency assistance), provide employment opportunities for lower-income BVHP Residents and San Francisco Residents in the areas of construction, professional services, and permanent jobs. This Policy will supplement and not supplant the existing Agency employment and contracting policies found in the Agency’s Equal Opportunity Program and the Agency Purchasing Policy, which are briefly summarized in Section X. The Employment and Contracting Policy seeks to provide economic benefits to existing BVHP Residents and San Francisco Residents from redevelopment activities within the Project Area. BVHP Residents have disproportionately lower income levels. As part of this policy, residents will be referred by the CBOs (defined below) that serve San Francisco lower-income residents. Therefore, the BVHP residential preference fulfills the purpose of providing economic opportunity to lower-income residents.

4. This Employment and Contracting Policy meets or exceeds the requirements of the City of San Francisco’s Administrative Code Chapter 83 (First Source policy) and CityBuild Program. Thus, entering into and complying with the terms of an Employment and Contracting Policy Agreement will satisfy the requirements of the City’s First Source Policy. It is also intended to satisfy the requirements of Health and Safety Code Section 33422.3 which states that for any contract over \$100,000, the Agency may set specific percentages by craft or trade for the employment of available project area residents.

5. The Agency is committed to facilitating Project Sponsor, Contractor and Employer access to and the hiring of qualified BVHP and San Francisco Residents. To further this goal, the Agency will continue to contract with CBOs to provide education and referral programs and services which will allow BVHP and San Francisco Residents to be considered for employment.

6. The Agency and the Planning Department of the City and County of San Francisco (“**Planning**”) entered into a delegation agreement as of September 19, 2006 (the “**Delegation Agreement**”). Per the Delegation Agreement, Planning shall not approve a Significant Project in the Project Area unless the Project Sponsor has entered into an Employment and Contracting Agreement(s) with the Agency. Ongoing compliance with such Agreements(s) shall become a condition of the permit.

7. This Employment and Contracting Policy shall be effective on or after December 4, 2007 (“**Effective Date**”).

8. The Agency and the PAC shall review the effectiveness of the new Employment and Contracting Policy after one (1) year of implementation.

II. HIRING GOALS

A. Construction Workforce Hiring Goal

1. The Employment and Contracting Policy has a goal that **fifty percent (50%)** of construction workforce hires for each trade be qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. This goal is expressed as a percentage of each Contractor's total hours of employment and training by trade on the project. The procedure for meeting the construction workforce goal is set forth in Section VII.

B. Permanent / Temporary Workforce Goal

1. The Employment and Contracting Policy has a goal that **fifty percent (50%)** of permanent / temporary workforce hires be qualified BVHP Residents and then San Francisco Residents with First Consideration given to BVHP Residents. The procedure for meeting the permanent / temporary workforce goal is set forth in Section IX.

C. Trainee Goals

1. The Employment and Contracting Policy requires that all design professionals (architects, engineers, planners, and environmental consultants) on contracts over \$100,000, hire qualified BVHP Residents and then San Francisco Residents with First Consideration given to BVHP Residents as trainees. The trainee hiring goal for architects, engineers and other design professionals is based upon the total amount of the design professional's contract as follows:

<u>Trainees</u>	<u>Design Professional Fees</u>
0	\$ 0 - \$ 99,000
1	\$100,000 - \$ 249,999
2	\$250,000 - \$ 499,999
3	\$500,000 - \$ 999,999
4	\$1,000,000 - \$1,499,999
5	\$1,500,000 - \$1,999,999
6	\$2,000,000 - \$4,999,999
7	\$5,000,000 - \$7,999,999
8	\$8,000,000 - or more

2. The procedure for meeting the trainee hiring goal is set forth in Section VIII.

III. DEFINITIONS

1. Agency-Action Project means, as applicable, the Agency's funding (including conduit bond financing), acquisition, disposition, or development of property through a Development and Disposition Agreement ("DDA"), Owner Participation Agreement ("OPA"), loan agreement, grant agreement or other transactional and/or funding documents between a Project Sponsor and the Agency, provided however, that the Agency's Model Block Program is excluded from this definition, as it will contain its own local hiring and contracting requirements.

2. **Agency Compliance Officer** means the Agency's Contract Compliance Specialist assigned to oversee the Project Sponsor's compliance with the requirements of the Employment and Contracting Policy Agreement.

3. **Agreement** means an Employment and Contracting Agreement entered into between the Agency and the Project Sponsor pursuant to this Employment and Contracting Policy.

4. **Arbitration Parties** means the Agency, Project Sponsor, Contractors, Employers and all persons who attend the arbitration hearing pursuant to Section XII, as well as those persons and Project Sponsors who are subject to a default award provided that all of the requirements in Section XII (11) have been met.

5. **BVHP Resident** means, for the purposes of this Employment and Contracting Policy only, any person who resides in the BVHP Project Area or within the 94124 zip code as it is defined on the Effective Date.

6. **CBO** means any community based organization that provides training, education and referral services to BVHP Residents, including but not limited to:

Young Community Developers, Inc., 1715 Yosemite Avenue, San Francisco, CA 94124, (415) 822-3491;

Mission Hiring Hall, 3042 – 16th Street, San Francisco, CA 94103, (415) 626-1919 (Construction jobs only);

South of Market Employment Center, 288 – 7th Street, San Francisco, CA 94103, (415) 865-2105 (Permanent Jobs only) and

Ella Hill Hutch Community Center, 1050 McAllister Street, San Francisco, CA 94115, (415) 921-6276

7. **City** means the City and County of San Francisco.

8. **Commercial Project** means (for purposes of this Employment and Contracting Policy only): (1) any building permit application for a commercial activity over 25,000 square feet in floor area and involving new construction, an addition, or alteration which results in over \$2,000,000 in improvements as stated on the City's building permit application (including any tenant improvements covered by said building permit); or (2) any application which requires discretionary action by the City's Planning Commission relating to a commercial activity over 25,000 square feet including, but not limited to conditional use project authorization under San Francisco Planning Code section 309, and office development under San Francisco Planning Code Sections 320, et seq.

9. **Contractor** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who is a general contractor, subcontractor (regardless of tier) or consultant working on: (i) an Agency Action Project, (ii) a Significant Project in the Project Area, or (iii) a development project when the Project Sponsor has voluntarily subscribed to this Employment and Contracting Policy.

10. **Delegation Agreement** means the delegation agreement between the Agency and Planning dated September 19, 2006 as such agreement may be amended from time to time.

11. **Employer** means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who owns or operates a retail or commercial business which is part of: (i) an Agency Action Project, (ii) a Significant Project in the Project Area, or (iii) a

development project when the Project Sponsor has voluntarily subscribed to this Employment and Contracting Policy.

12. **Employment and Contracting Agreement or (“Agreement”)** means the written agreement entered into between the Project Sponsor and the Agency which details the particular requirements the Project Sponsor must meet in order to be in compliance with this Employment and Contracting Policy.

13. **First Consideration** means that a Project Sponsor, Contractor and/or Employer shall give first consideration to qualified BVHP Residents in accordance with Section VII.A. (6) - (8) of this Employment and Contracting Policy and then to San Francisco residents for hiring opportunities in the areas of construction workforce, permanent / temporary workforce and trainee hires prior to offering the hiring opportunity to other applicants.

14. **Housing Project** means (for purposes of this Employment and Contracting Policy only) new construction, an addition, a conversion, or substantial rehabilitation that results in the creation or addition of ten or more residential units.

15. **PAC** means the Bayview Hunters Point Project Area Committee.

16. **Planning** means the Planning Department and/or the Planning Commission of the City and County of San Francisco.

17. **Position** means a permanent / temporary position not related to construction or construction trades.

18. **Project Area** means the Bayview Hunters Point Project Areas as delineated in the Bayview Hunters Point Redevelopment Plan, adopted June 1, 2006 and recorded June 23, 2006, (Document Number 2006I199495) as it may be amended from time to time.

19. **Project Sponsor** means the developer of commercial space or new housing units defined herein as a Significant Project in the Project Area.

20. **San Francisco Resident** means any person who resides in the City and County of San Francisco.

21. **Significant Project** means, for purposes of this Employment and Contracting Policy only, a Commercial Project or Housing Project as defined in this Employment and Contracting Policy.

IV. APPLICATION OF POLICY BY PROJECT TYPE ¹

A. **Agency Action Projects**

1. The Employment and Contracting Policy is mandatory for Agency Action Projects. Agency Action Projects will require the Project Sponsor to execute an Employment and Contracting Agreement with the Agency as a condition of approval. The construction workforce goal, permanent / temporary workforce goal and the trainee hiring goal for professional services contracts all apply to this type of project.

¹ Page 24 contains a BVHP Employment and Contracting Policy Matrix which also gives an overview of the application of the policy by project type.

2. Additionally, the Agency's Small Business Enterprise ("SBE") Program, as amended from time to time, will apply when Project Sponsors on Agency Action Projects contracts for professional / personal services related to the project, such as planning studies, building and/or landscape design, economic or feasibility studies, community outreach services, printing or graphic production. The SBE participation goal is a good faith effort that 50% of the subcontracting opportunities go to Agency certified SBEs with First Consideration given to SBEs within the Project Area.

3. In addition to the local hiring and small business contracting programs listed above, Project Sponsors will be **required to comply** with the Agency's Equal Opportunity Program which include:

- Nondiscrimination in Contracts and Equal Benefits Policy
- Minimum Compensation Policy
- Health Care Accountability Policy
- Agency Prevailing Wage Policy (Labor Standards)

4. The Agency's Equal Opportunity Program is described briefly in Section X.

5. The requirements of the Employment and Contracting Policy and the Agency's Equal Opportunity Policies will be incorporated into an Agreement. The Agency's Executive Director will review and approve the Agreement on behalf of the Agency. Adherence to the Agreement shall be monitored by the Agency's Contract Compliance Division. Agency staff shall periodically report to the BVHP PAC and the Agency Commission on the compliance status of Agency Action Projects.

B. Private Significant Projects

1. The Employment and Contracting Policy is mandatory for private Significant Projects (not requiring Agency assistance) in the Project Area that exceed the following thresholds:

- **Housing Projects:** new construction, an addition, a conversion, or substantial rehabilitation that results in the creation or addition of ten or more residential units ; or
- **Commercial Projects:** (1) any building permit application for a commercial activity over 25,000 square feet in floor area and involving new construction, an addition, or alteration which results in over \$2,000,000 in improvements as stated on the City's building permit application (including any tenant improvements covered by said building permit); or (2) any application which requires discretionary action by the City's Planning Commission relating to a commercial activity over 25,000 square feet including, but not limited to conditional use project authorization under San Francisco Planning Code section 309, and office development under San Francisco Planning Code Sections 320, et seq.

2. Private Significant Projects shall be entitled by Planning as set forth in the Delegation Agreement and will require the Project Sponsor to execute an Employment and Contracting Agreement with the Agency as a condition of approval. The construction workforce

goal, permanent / temporary workforce goal and the trainee hiring goal for professional services contracts all apply to this type of project.

3. In addition to the hiring program, Project Sponsors will be encouraged to subscribe **voluntarily** to the Agency's Equal Opportunity Program which include:

- Small Business Enterprise Program
- Nondiscrimination in Contracts and Equal Benefits Policy
- Minimum Compensation Policy
- Health Care Accountability Policy
- Prevailing Wage Provisions (Labor Standards)

4. The Agency's Equal Opportunity Program is described briefly in Section X.

5. The mandatory programs and the programs which the Project Sponsor has voluntarily subscribed to, if any, will be incorporated into an Agreement and at that point become mandatory. The Agency's Executive Director will review and approve the Agreement on behalf of the Agency. Adherence to the Agreement shall be monitored by the Agency's Contract Compliance Division. Agency staff shall periodically report to the BVHP PAC and the Agency Commission on the compliance status of private Significant Projects.

C. CityBuild and Public Improvements

1. While not part of the Employment and Contracting Policy, the CityBuild workforce initiative applies to all public infrastructure and other public improvements projects that the City funds in the Project Area. CityBuild is an initiative of the Mayor's Office of Economic and Workforce Development, in partnership with other City departments that utilizes City-sponsored construction as a vehicle to deliver training and employment opportunities to San Francisco residents. When the Agency is providing additional funding for a City funded public project, Agency staff shall work with CityBuild and the lead City department to consider implementation of elements of the Agency Employment and Contracting Policy as well as the Equal Opportunity Program.

2. The purpose of CityBuild is to ensure equal employment opportunities for San Francisco residents of all backgrounds and genders in construction workforce activities provided under City-sponsored construction projects. CityBuild establishes a goal of 50% participation for San Francisco residents in each trade for total hours worked on a project. CityBuild creates a single, responsible and accountable entity, Mayor's Office of Economic and Workforce Development, to direct construction employment and training efforts across projects and departments and develops trained, committed men and women to become the construction workforce of the future.

3. The Agency's Equal Opportunity Program is described briefly in Section X.

D. Small Private Projects

1. The Employment and Contracting Policy does not mandate local hiring or contracting for purely private projects that fall below the threshold of Significant Projects. However, Project Sponsors will be encouraged to subscribe **voluntarily** to the following Agency's Equal Opportunity Programs and other policies which include:

- BVHP Employment and Contracting Policy
 - Small Business Enterprise Policy
 - Nondiscrimination in Contracts and Equal Benefits Policy
 - Minimum Compensation Policy
 - Health Care Accountability Policy
 - Agency Prevailing Wage Policy (Labor Standards)
2. The Agency's Equal Opportunity Program is described briefly in Section X.

V. TERM

1. The term for meeting the obligations under the Employment and Contracting Policy (“**Term**”) shall be as follows:

For Construction Workforce – From the date of the Employment and Contracting Agreement until two (2) years thereafter or the expiration of the building permit for the project, whichever is later.

For Trainee Hiring – From the date of the Employment and Contracting Agreement until two (2) years thereafter or the expiration of the building permit for the project, whichever is later.

For Permanent / Temporary Workforce – Up to ten (10) years from the date of the temporary certificate of occupancy per building , as determined through good faith negotiations between the Project Sponsor and the Agency based upon the anticipated number of permanent and/or temporary positions created by the Project.

VI. APPLICABLE COMMUNITY REDEVELOPMENT LAWS

1. The Employment and Contracting Policy is designed to further the objectives of the Community Redevelopment Law that redevelopment project areas support local businesses and lower-income BVHP Residents in the revitalization efforts of the Agency. Specifically, the Community Redevelopment law (which is codified in the California Health and Safety Code) states:

33422.1. Preference in Awarding Contracts to Local Businesses.

To the greatest extent feasible, contracts for work to be performed in connection with any redevelopment project shall be awarded to business concerns which are located in, or owned in the substantial part by persons residing in, the project area.

33422.3. Agency Specification of Workmen to be Lower-Income Project Area Residents for Certain Contracts.

To insure training and employment opportunities for lower-income project area residents, the agency may specify in the call for bids for any contract over one hundred thousand dollars (\$100,000) for work to be performed in connection with any redevelopment project that project area residents, if available, shall be employed for a specified percentage of each craft or type of workmen needed to execute the contract or work.

33423. Prevailing Wage Rates Required.

Before awarding any contract for such work to be done in a project, the agency shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed, for each craft or type of workman needed to execute the contract or work, and shall specify in the call for bids for the contract and in the contract such rate and the general prevailing rate for regular holiday and overtime work in the locality, for each craft or type of workman needed to execute the contract.

33424. Payment of Prevailing Wages.

The contractor to whom the contract is awarded and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workmen employed in the execution of the contract.

33425. Penalty for Noncompliance with Prevailing Wages.

As a penalty to the agency which awarded the contract, the contractor shall forfeit ten dollars (\$10) for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any public work done under the contract by him or by any subcontractor under him. A stipulation to this effect shall be included in the contract.

33426. Record of Wages.

Each contractor and subcontractor shall keep an accurate record showing the name, occupation, and actual per diem wages paid to each workman employed by him in connection with the work. The record shall be kept open at all reasonable hours to the inspection of the agency.

VII. CONSTRUCTION WORKFORCE HIRES²

A. Procedures For Construction Workforce Hires

1. Compliance with the Policy

The Project Sponsor agrees and will require each Contractor and all subcontractors to use its good faith efforts to employ 50% of its construction workforce hires by trade and by hours from qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. Project Sponsors and Contractors will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the goal or by taking the following steps in good faith towards compliance.

2. Execute Employment and Contracting Agreement

The Project Sponsor shall execute an Agreement which details the requirements of the Employment and Contracting Policy, as well as the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the general contractor. The general contractor shall do the same in its contracts with

² The same procedure for construction workforce hires applies to all Project Sponsors regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

its subcontractors. Thus, each Contractor will be obligated to comply with the terms of the Agreement. The Project Sponsor and/or Contractors shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. **Submission of Labor Force Projections and Other Data**

The general contractor shall submit, to the extent available, labor force projections to the Compliance Officer within two (2) weeks of award.

4. **Submit Subcontractor Information Form**

The general contractor shall submit to the Compliance Officer the Subcontractor Information Forms, twenty-four (24) hours prior to the preconstruction meeting. The Subcontractor Information Forms are available from the Compliance Officer upon request.

5. **Preconstruction Meeting**

The general contractor shall hold a preconstruction meeting which shall be attended by the Compliance Officer, the CBO assigned to the proposed project, all prime contractor(s) and all subcontractor(s). The preconstruction meeting shall be scheduled between two (2) days and thirty (30) days prior to the start of construction at a time and place convenient to all attendees. The purpose of the meeting is to discuss: the hiring goals, workforce composition, role of the CBOs, worker referral process, certified payroll reporting, procedure for termination and replacement of workers covered by this policy and to explore any anticipated problems in complying with the Employment and Contracting Policy. All questions regarding how this Employment and Contracting Policy applies to the Project Sponsor, general contractor, subcontractors and consultants should be answered at this meeting. Failure to hold or attend at least one (1) preconstruction meeting will be a breach of this Employment and Contracting Policy that may result in the Agency ordering a suspension of work until the breach has been cured. Suspension under this provision is not subject to arbitration.

6. **Submit Construction Worker Request Form**

For the Term of the Agreement, each time the Project Sponsor or Contractor seeks to hire workers for the construction or rehabilitation of improvements, they must first submit, by fax, email or hand delivery, an executed construction worker request form to the CBO. Preferably this request will be submitted at least two (2) business days before the workers are needed. However, requests with less than two (2) business days notice will be accepted. The construction worker request form will indicate generally: the number of workers needed, duration needed, required skills or trade and date/time to report. The construction worker request form is available from the CBO or Compliance Officer upon request.

7. **Response from CBO**

The CBO shall respond, in writing, via fax, email or hand delivery to each request for construction workers. The response shall state that the CBO was able to satisfy the request in full, in part or was unable to satisfy the request. The CBOs shall look to their own referral lists, as well as confer with other CBOs and CityBuild in an attempt to find qualified BVHP Residents and San Francisco Residents. If the CBO is able to satisfy the request in full or in part, it shall direct the qualified BVHP Resident(s) or San Francisco Resident(s) to report to the Contractor on the date and

time indicated in the request. If the CBO is unable to satisfy the request, then the CBO shall send a fax or email stating that no qualified BVHP Residents or San Francisco Residents are currently available.

8. Action by Contractor When Referrals Available

The Project Sponsor or Contractor whose request has been satisfied in full or in part shall make the final determination of whether the BVHP Residents or San Francisco Residents are qualified for the positions and the ultimate hiring decision. The Agency strongly encourages the Contractor to hire the qualified BVHP Residents or San Francisco Residents referred by the CBO. However, if the Contractor finds the BVHP Residents or San Francisco Residents are not qualified, then the Contractor shall send the BVHP Residents or San Francisco Residents back to the CBO. Before the close of business on the same day, the Contractor shall fax or email a statement addressed to the CBO stating in detail the reason(s) the BVHP Residents or San Francisco Residents were not qualified or the reason(s) for not hiring the BVHP Residents or San Francisco Residents. The CBO shall, within one (1) business day of receipt of the fax or email, send new qualified BVHP Residents or San Francisco Residents that meet the legitimate qualifications set by the Contractor or alternatively, send a fax or email stating that no qualified BVHP Residents or San Francisco Residents are currently available.

9. Action by Contractor When Referrals Unavailable

If a Contractor receives a response from the CBO stating that no qualified BVHP Residents or San Francisco Residents are currently available, then the Contractor may hire the number of construction workers requested from the CBO, using its own recruiting methods, giving first consideration to BVHP Residents and then San Francisco Residents. Any additional new construction workforce hires (including the replacement of any terminated workers) must comply with this Employment and Contracting Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from the CBO as proof of compliance and submit a copy of each response received to the Agency Compliance Officer upon request.

10. Action by Contractor When No Response From CBO

If a Contractor has not received a response to its construction worker request from the CBO within two (2) business days, then the Contractor should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause a response to be sent to the Contractor within two (2) business days of being notified. If the Contractor does not receive a response from the CBO within four (4) business days (the original two (2) business days plus the additional two (2) business days), then the Contractor may hire the number of construction workers requested from the CBO, using its own recruiting methods, giving first consideration to BVHP Residents and then San Francisco Residents. Any construction workforce hires (including the replacement of any terminated workers) must comply with this Employment and Contracting Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from the CBO as proof of compliance and submit a copy of each response received to the Agency Compliance Officer upon request. This Employment and Contracting Policy is intended to provide qualified BVHP and San Francisco

Residents with employment opportunities without causing undue delay in hiring needed construction workers.

11. **Action by Contractor When No Response From Union**

The Contractor should immediately advise the Agency Compliance Officer by phone, fax or email when the Contractor has sent a qualified BVHP Resident or San Francisco Resident to a union hall for referral in accordance with a collective bargaining agreement and the union did not refer the qualified BVHP or San Francisco Resident back for employment or when the union referral process impedes the Contractor's ability to meet its obligations under this policy. Conflicts between this Employment and Contracting Policy and any collective bargaining agreements will be resolved pursuant to Section XI (4).

12. **Hiring Apprentices**

A Contractor may meet part of the Construction Workforce Goal by hiring apprentices. However, hiring an apprentice does not satisfy or waive the trainee hiring obligation, if any, for design professionals. Unless otherwise permitted by law, apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or the California Department of Industrial Relations, Division of Apprenticeship Standards. Credit towards compliance will only be given for paid apprentices actually working on the project. No credit is available for apprentices while receiving class room training. Under no circumstances shall the ratio of apprentices to journeymen in a particular trade or craft exceed 1:5.

13. **Termination and Replacement of Referrals**

If at any time it becomes necessary to terminate for cause a construction worker who was hired under this Employment and Contracting Policy, the Contractor shall notify the CBO in writing via fax or email and submit a report of termination pursuant to Section VII (B)(4). If the Contractor intends to fill the vacant position, then the Contractor shall follow the process set forth in this Employment and Contracting Policy beginning at Section VII (A)(6).

B. Reporting Requirements For Construction Workforce

1. **Submission of Certified Payroll Reports**

Each Contractor subject to this Employment and Contracting Policy shall submit to the Agency a certified payroll report for the preceding work week on each of its employees. The Project Sponsor is ultimately responsible for the submission of these reports by the Contractors. The certified payroll report is due to the Agency by noon each Wednesday. To facilitate compliance, the Agency uses the online LCP Tracker system (www.lcptracker.com) for submission of certified payroll reports. This system is available at no cost to the Contractor and LCP Tracker is compatible with all major computer payroll systems. Training and educational materials for LCP Tracker are available at no cost online and through the Compliance Officer. Contractors are required to report certified payroll using the LCP Tracker system at www.lcptracker.com. However, a waiver shall be granted pursuant to Section XI (10) to any Contractors who do not have a computer, online access or who use a computer payroll system that is incompatible with LCP Tracker.

2. **Contents of Certified Payroll Reports**

If certified payroll records are submitted via the LCP Tracker system, the required data points are already listed. If certified payroll records are submitted in paper form, the records shall be organized in an easily understandable format and contain **all** the following information: the name, address, telephone number, residency (Bayview Hunters Point, another redevelopment project area, San Francisco or other), last four (4) digits of the worker's Social Security number³, gender, ethnicity (see codes in Section VII (B)(8)), construction trade (see codes in Section VII (B)(8)), classification (e.g., mechanic, apprentice, trainee, helper or laborer), union affiliation (if any), dates of changes in status, daily and weekly number of hours worked, hourly wage rates (including rates of contributions for costs anticipated for fringe benefits or cash equivalents thereof), deductions made and actual wages paid. The foregoing notwithstanding, the reporting of hourly wage rates, deductions and actual wages paid are not required for Significant Projects unless the Project Sponsor has voluntarily subscribed to the Agency's Prevailing Wage Policy or the payment of prevailing wages is otherwise required by law. To the degree that existing certified payroll records satisfy these requirements, the Contractor shall not be required to maintain separate records.

3. **Additional Information**

In order to prevent unlawful discrimination in the selection, hiring and termination of employees on the basis of race, ethnicity, gender or any other basis prohibited by law and to identify and correct such unlawful practices, the Agency will monitor and collect information on the ethnicity and gender of each construction worker and apprentice. If an identifiable pattern of apparent discrimination is revealed by this additional information, it will be treated as a breach of this Employment and Contracting Policy and may be addressed as set forth in Section XII, Arbitration of Disputes.

4. **Report on Terminations**

In the event a BVHP Resident or San Francisco Resident hired pursuant to this Employment and Contracting Policy is terminated for cause, the responsible Contractor shall within two (2) days fax or email a termination report to the CBO with a copy to the Agency Compliance Officer stating in detail: (1) the name of the worker(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the Contractor replaced the construction worker(s); and (5) whether the replacement worker(s) were BVHP Resident(s) or San Francisco Resident(s).

5. **Inspection of Records**

The Project Sponsor and each Contractor shall make the records required under this Employment and Contracting Policy available for inspection or copying by authorized representatives of the Agency, and shall permit such representatives to interview construction workers and apprentices during working hours on the job.

6. **Failure to Submit Reports**

If a Contractor fails or refuses to provide the reports as required it will be treated as a breach of this Employment and Contracting Policy and may be addressed as set forth in Section XII, Arbitration of Disputes.

³ Note: The Project Sponsor is required to provide complete Social Security numbers upon the request of the Agency.

7. **Submission of Good Faith Effort Documentation**

If the Project Sponsor's or Contractor's good faith efforts are at issue, the Contractor shall provide the Agency with the documentation of its efforts to comply with this Employment and Contracting Policy and the Agreement. The Project Sponsor or Contractor must maintain for the duration of the Term, a current file of the names, addresses and telephone numbers of each BVHP Resident or San Francisco Resident applicant referral whether self referral, union referral or CBO referral and what action was taken with respect to each such individual.

8. **Coding Certified Payrolls**

Each Contractor shall include, on the weekly payroll submissions, the code designating each construction worker's and apprentice's craft, skill level, protected class status and domicile in accordance with the following tables:

CRAFT CODE	DESCRIPTION	CRAFT CODE	DESCRIPTION
1	Electrician	22	Carpet, Linoleum and Vinyl Tile Layer
2	Iron Worker	23	Elevator Constructor
3	Sheet Metal Worker	24	Cement Mason
4	Asbestos Worker/ Heat & Frost Insulator	25	Laborer or Allied Worker
5	Plumber, Pipe or Steamfitter	26	Glazier & Glassmaker
6	Refrigeration	27	Painter, Paperhanger, Taper
7	Boilermaker	28	Sign Installer
8	Sprinkler Fitter	29	Scrapper
9	Brick, Caulk, Marble, Point, Terrazzo		
10	Hod Carrier		
11	Terrazzo Finisher	32	Low Voltage Electrician
12	Plasterer	33	Towboat Operator-Marine Engineer
13	Lather	34	Towboat Deckhand-Inland Boat worker
14	Carpenter or Drywall Hanger	35	Owner/Operator - Truck
15	Mill Worker or Cabinetmaker	36	Owner/Operator - Heavy Equipment
16	Millwright	37	Upholsterer
17	Roofer	38	Teamster, Construction
18	Pile Driver	39	Janitor
19	Surveyor/Operating Engineer	40	Environmental Control System Installer
20	Tile (Ceramic)/Marble Finisher	41	Window Cleaner
21	Tile (Ceramic)Setter	89	Security Guard

ETHNICITY CODE	DESCRIPTION
B	African American
L	Latino
I	American Indian
C	Caucasian/White

A	Asian
PI	Pacific Islander
F	Female (all females regardless of ethnicity)

PROJECT AREA CODE	DESCRIPTION
BIT	Bayview Industrial Triangle
BVHP	Bayview Hunters Point
HPSY	Hunters Point Shipyard
IB	India Basin Industrial Park
GG	Golden Gateway
MBN	Mission Bay (North)
MBS	Mission Bay (South)
MM	Mid-Market
RPSB	Rincon Point/South Beach
SF	San Francisco (not in any redevelopment project areas)
SOM	South of Market
TB	Transbay
VV	Visitacion Valley
WA	Western Addition Area A-2
YBC	Yerba Buena Center

VIII. TRAINEE HIRES⁴

A. Procedures For Trainee Hires

1. Compliance with the Policy

For architects, engineers and other design professionals only, there is a trainee hiring goal as set forth in Section II (C) above. These design professionals will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

2. Execute Employment and Contracting Agreement

The Project Sponsor shall execute an Agreement which details the requirements of the Employment and Contracting Policy, as well as the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the architects, engineers and other design professionals. Thus, each design professional will be obligated to comply with the terms of the Agreement. The Project Sponsor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. Contact Educational Institutions

⁴ The same procedure for trainee hires applies to all design professionals regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

The Agency works with the City, as well as educational institutional within the City, to provide a pool of student referrals to assist design professionals in meeting the trainee hiring goal. Within thirty (30) days of execution of the Agreement, the Agency Compliance Officer shall contact each design professionals and provide it with the name, address and telephone number of a point of contact at the City, **City College or other educational institutions in the Bay Area** who have a current list of students who are BVHP Residents or San Francisco Residents and are available for hire as trainees. Each design professional shall call the City or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) may require the design professionals to send a confirming letter or fill out a form which the educational institution will provide. Each design professional is required to timely provide all of the information requested by the City or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally have be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall give First Consideration to BVHP Residents and then to San Francisco Residents referred by the educational institution(s). The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified BVHP Resident or San Francisco Resident referred by the educational institution(s). The design professional shall notify each BVHP Resident and San Francisco Resident interviewed and the CBO in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting all of the educational institutions provided by the Agency Compliance Officer, the design professional is informed that no qualified BVHP residents or San Francisco Residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco Residents are currently available for hire as trainees. If no qualified San Francisco Residents are currently available after the second request, then the design professional has fulfilled its obligation under this Section VIII, provided that the design professional has acted in good faith. The design

professional must retain its file on all of the steps it took to comply with this policy and submit a copy of its file to the Agency Compliance Officer upon request.

7. **Action by Design Professional When No Response From Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals; then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section VIII, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this policy and submit a copy of its file to the Agency Compliance Officer upon request.

8. **Termination of Trainee for Cause**

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Employment and Contracting Policy and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth in Section VIII(A)(3) above.

B. Reporting Requirements For Trainee Hires

1. **Annual Reporting**

Annually, during the Term of the Agreement or the term of the design professional's contract with the Project Sponsor, whichever is less, the Employer shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the BVHP Resident(s) or San Francisco Resident(s) interviewed in the past year for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the BVHP Residents or San Francisco Residents interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; (5) whether the successful candidate is a BVHP or San Francisco Resident; (6) the maximum number of trainees the Employer has had within the last calendar year; and (7) the number of BVHP Residents and San Francisco Residents hired within the last calendar year.

2. **Report on Terminations**

In the event a BVHP Resident or San Francisco Resident hired pursuant to this Employment and Contracting Policy is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the design professional replaced the trainee(s); and (5) whether the new trainee(s) are BVHP Resident(s) or San Francisco Resident(s).

IX. PERMANENT / TEMPORARY WORKFORCE POLICY⁵

A. Permanent / Temporary Workforce Hires

1. Policy Statement

Due to the wide variety of development, both public and private, that occurs in the City and is anticipated to occur in the Project Area as redevelopment commences, it is difficult to develop a single hiring requirement or procedure that is appropriate in all situations. The Agency seeks to ensure that BVHP Residents have the opportunity to share in the permanent and temporary jobs that come from redevelopment in the Project Area. At the same time, the Agency seeks to assist Employers in meeting workforce demands for Significant Projects within the Project Area. The Agency has adopted a flexible approach to achieve these goals. The Employment and Contracting Policy sets an overall goal of 50% for permanent / temporary workforce hires but allows flexibility to tailor the remaining key terms of the Agreement to fit the specific project.

2. Compliance with the Policy

The Project Sponsor agrees and will require each Employer to use its good faith efforts to employ 50% of its permanent / temporary workforce from qualified BVHP Residents and then San Francisco Residents with First Consideration to BVHP Residents. Project Sponsors and Employers will be deemed in compliance with this Employment and Contracting Policy by meeting or exceeding the goal or by documenting the good faith efforts as set forth in the Agreement.

3. Negotiate and Execute Employment and Contracting Agreement

The Project Sponsor shall negotiate in good faith with the Agency's Contract Compliance staff to reach agreement on: (a) the Term of the Agreement; (b) the job titles or type of positions subject to this hiring obligation; (c) procedures for fulfilling the hiring obligation or meeting the good faith efforts; and (d) reporting requirements. These negotiations will be based upon the anticipated number of permanent and/or temporary positions created by the project. The executed Agreement will set forth the mutually agreed upon details, as well as the requirements of the Agency's Equal Opportunity Program, if applicable. The Project Sponsor shall incorporate by reference or attach the Agreement to its contract with the Employer. The Project Sponsor and/or Employer shall retain the executed Agreement and make it available to the Agency Compliance Officer upon request.

4. Review of Permanent / Temporary Workforce Policy

Working with the PAC, the CBOs and the City's workforce development systems, the Agency will review the Permanent / Temporary Workforce Policy and will revise the procedures and goals as necessary to ensure that BVHP and San Francisco Residents are given First Consideration for these job opportunities.

⁵ The same procedure for permanent / temporary workforce hires applies to all Project Sponsors regardless of whether the project is an Agency Action, private Significant Project, or small Private Project when the Project Sponsor has voluntarily subscribed to the Employment and Contracting Policy.

X. AGENCY EQUAL OPPORTUNITY PROGRAM

A. Compliance with Agency's Equal Opportunity Program

Compliance with some or all of the Agency's Equal Opportunity Program may be mandatory or voluntary depending on whether the development is an Agency Action Project, private Significant Project, CityBuild / public improvement project or a small Private Project. The components of the Agency's Equal Opportunity Program are described briefly below for reference. The full policies and procedures associated with these programs are available from the Agency's Contract Compliance Division.

1. Small Business Enterprise Program

The Agency's Small Business Enterprise ("SBE") Program was adopted by Agency Resolution No. 133-2004 on November 16, 2004, as part of the Agency's Interim Purchasing Policy and Procedures, and may be amended from time to time. The SBE Program provides for first consideration in awarding subcontracts and sub-consulting opportunities to Agency certified local small business enterprises. The SBE Program is designed to help ensure that SBEs have a fair opportunity to compete for and participate in contracts related to Agency- Action Projects and other projects that are subject to the SBE Program. SBEs are divided into three groups: (1) Project Area SBEs, (2) Local SBEs (outside an Agency project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). If subject to the SBE Program, the Project Sponsor and its Contractors and Employers must make good faith efforts to achieve the goal of 50% SBE participation for professional / personal services, and construction contracts. The SBE Program sets a contracting goal and thus is different from the Employment and Contracting Policy which sets hiring goals. The Project Sponsor's obligations under the SBE Program will be incorporated into a SBE Agreement ("SBE Agreement"). The Agency Executive Director will review and approve the SBE Agreement on behalf of the Agency. The Agency's Compliance Officer will ensure compliance with the requirements and will report periodically to the BVHP PAC and the Agency Commission on compliance matters.

2. Nondiscrimination in Contracts and Equal Benefits Policy

The Agency's Nondiscrimination in Contracts and Equal Benefits Policy was adopted by Agency Resolution No. 175-97 on September 9, 1997 and may be amended from time to time. The Nondiscrimination in Contracts and Equal Benefits Policy prohibits discrimination in contracting and which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners. This policy requires the Project Sponsor to agree not to discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). This policy also requires that employee benefits be equally available to domestic partners as they are to spouses.

3. Minimum Compensation Policy and Health Care Accountability Policies

The Agency's Minimum Compensation Policy ("MCP") and Health Care Accountability Policy ("HCAP") were adopted by Agency Resolution 168-2001 on September 25, 2001 and may be amended from time to time. MCP requires that all "Covered Employees," as defined therein, receive a minimum level of compensation. HCAP requires offering health plan benefits to Covered

Employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

4. Agency's Prevailing Wage Policy

The Agency's Prevailing Wage Policy (Labor Standards) was adopted by Agency Resolution No. 327-85 on November 12, 1985 and may be amended from time to time. The Agency's Prevailing Wage Policy applies to projects: (i) covered under Labor Code Section 1720 *et seq.*, (ii) that are Agency-Action Projects) or (iii) for which the Project Sponsor has voluntarily subscribed to this requirement. The Agency's Prevailing Wage Policy references the State's Labor Standards and the prevailing wage, benefits, eligibility, etc. are all calculated using the State's standards. In many instances, both the California Labor Code and the Agency's Prevailing Wage Policy will apply.

XI. EMPLOYMENT AND CONTRACTING POLICY - ADDITIONAL PROVISIONS

Project Sponsors, Contractors and Employers that are subject to this Employment and Contracting Policy (including those who have voluntarily subscribed to this policy) are subject to the following additional provisions.

1. Designate a Point of Contact

Each Project Sponsor, Contractor and Employer shall designate a responsible representative, manager or agent to monitor all employment-related activity under this Employment and Contracting Policy and to be the primary point of contact for issues arising under this policy.

2. No Retaliation

No person hired pursuant to this policy shall be discharged or in any other manner discriminated against by the Project Sponsor, Contractor or Employer because such person has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Employment and Contracting Policy.

3. No Discrimination

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). The Project Sponsor, Contractors and Employers will ensure that applicants are employed, and that persons are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

4. **Collective Bargaining Exclusion**

Notwithstanding anything to the contrary in this Employment and Contracting Policy, if an Agreement conflicts with an existing labor agreement or collective bargaining agreement to which a Project Sponsor, Contractor or Employer is a party, the labor agreement or collective bargaining agreement shall prevail. Nothing in this Employment and Contracting Policy shall be interpreted to interfere with or prohibit existing labor agreements or collective bargaining agreements. However, the Project Sponsor, Contractor or Employer will still be obligated to provide workforce needs information to the CBO prior to hiring and the Employer will be obligated to make good faith efforts to comply with the requirements of its Employment and Contracting Policy Agreement that do not conflict with the collective bargaining agreement.

5. **No Conflict with State or Federal Law**

This Employment and Contracting Policy is to be implemented in a manner that does not conflict with applicable federal or state laws.

6. **Existing Workforce**

Nothing in this Employment and Contracting Policy shall be interpreted in a manner that would require termination of the Project Sponsor's, Contractor's or Employer's existing workers and employees.

7. **Use of Debarred Entities Prohibited**

Neither the Project Sponsor, Contractor nor Employer shall enter into any subcontract with any person or firm that the Project Sponsor, Contractor or Employer knows or should have known is debarred from federal, state or local government contracts.

8. **Incorporation**

Whenever the Project Sponsor, Contractor or Employer subcontracts a portion of the work, it shall set forth verbatim and make binding on each subcontractor the provisions of this Employment and Contracting Policy. That subcontract shall then be deemed a Contractor or Employer for the purposes of this Employment and Contracting Policy and shall be subject to all of the requirements hereto.

9. **Severability**

If any part or provision of this Employment and Contracting Policy or the application thereof to any person or circumstance is held to be invalid, then the remainder of this Employment and Contracting Policy, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Employment and Contracting Policy are severable.

10. **Waiver**

Any of the Employment and Contracting Policy requirements may be waived by the Agency's Executive Director, if he/she determines for good cause shown that a specific requirement is not relevant to the particular situation, would cause undue hardship, or that an alternative approach would better meet the goals of the Employment and Contracting Policy.

XII. ARBITRATION OF DISPUTES

1. Arbitration by AAA

Any dispute involving the alleged breach or enforcement of an Employment and Contracting Policy Agreement, including but not limited to disputes over qualification of referrals; whether termination was for good cause; and whether the Project Sponsor, Contractor or Employer has complied with this Employment and Contracting Policy Agreement in good faith shall be submitted to arbitration. The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office (“AAA”) which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Employment and Contracting Policy, this Employment and Contracting Policy shall govern. The arbitration shall take place in the City and County of San Francisco.

2. Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration (“**Demand for Arbitration**”). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; and (3) any written response to the notice of default.

3. Parties’ Participation

The Agency, Project Sponsor, Contractor, Employer and all persons or entities affected by the dispute shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party.

4. Agency Request to AAA

Within seven (7) business days after service or receipt of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from the Project Sponsor, Contractor and/or Employer. Such material shall be made part of the arbitration record.

5. Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator’s agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. **Setting of Arbitration Hearing**

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. **Discovery**

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. **California Law Applies**

California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. **Arbitration Remedies and Sanctions**

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Employment and Contracting Policy Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Employment and Contracting Policy Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Employment and Contracting Policy Agreement, other than those minor modifications or extensions necessary to enable compliance with the Employment and Contracting Policy Agreement.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in the Employment and Contracting Policy Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

d. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Employment and Contracting Policy Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party

whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

e. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. Arbitrator's Decision

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

11. Default Award; No Requirement to Seek an Order Compelling Arbitration

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. Arbitrator Lacks Power to Modify

Except as expressly provided above in this Section XII, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Employment and Contracting Policy Agreement or to negotiate new agreements or provisions between the parties.

13. Jurisdiction/Entry of Judgment

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party (ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

BVHP EMPLOYMENT AND CONTRACTING POLICY MATRIX

	Agency-Action Projects	Private Significant Projects	CityBuild & Public Improvements	Small Private Projects
BVHP Employment and Contracting Policy	Mandatory ⁶	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged
Small Business Enterprise Policy	Mandatory	Voluntary but Encouraged ⁷	Voluntary but Encouraged	Voluntary but Encouraged
Nondiscrimination and Equal Benefits Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Minimum Compensation Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Healthcare Accountability Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged	Voluntary but Encouraged
Agency's Prevailing Wage Policy	Mandatory	Voluntary but Encouraged	Voluntary but Encouraged ⁸	Voluntary but Encouraged

⁶ Mandatory means that the Project Sponsor **is required** to comply with the Agency's policy. However, each Agency policy has its own threshold and compliance requirements. For example, the Agency's Minimum Compensation Policy ("MCP") will apply to all Agency-Action projects but MCP has no compliance requirements for Project Sponsors with less than 25 employees.

⁷ Voluntary but Encouraged means that the Project Sponsor **is not required** to comply with the Agency's policy as a condition to developing the project. However, the Agency's Contract Compliance Department will encourage the Project Sponsor to subscribe voluntarily to these Agency policies. If the Project Sponsor voluntarily agrees to comply with one or more Agency's policies, then those policies will be added as a condition to the building permit and at that point will become mandatory.

⁸ Public Improvements and public/private project receiving City funds are subject to the State of California's prevailing wage requirements per California Labor Code Section 1720 *et seq.*

EXHIBIT X-B

Revisions to and Interpretations of BVHP ECP for the Project

1. Revisions and Interpretations. Unless otherwise Approved by Developer and the Agency Director, each in their respective sole and absolute discretion, the following revisions and interpretations to the BVHP ECP shall apply to the DDA:

1.1 References to the PAC shall be changed to the CAC with respect to the application of the BVHP ECP to the Shipyard Site.

1.2 The application of the fifty percent (50%) hiring goals in Section II, A.1. and B.1., Section VII.A.1. and Section IX.A.2. and the trainee goals in Section II.C.1. shall be changed so that they apply to “qualified BVHP Residents, then residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then San Francisco Residents with First Consideration to BVHP Residents.” Any other references in the BVHP ECP to “first consideration to BVHP Residents and then San Francisco Residents” shall be changed to “first consideration to BVHP Residents, then residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then San Francisco Residents.”

1.3 The definition of “Employer” in Section III.11 is deleted and replaced with the following: Employer means any person(s), firm, partnership, corporation, government agency, (whether for profit or nonprofit), or combination thereof, who owns or operates a retail or commercial business with twenty (20) or more employees that conduct the majority of their duties at the Project Site, and shall include retailers, service providers, office workers, property managers, parks and open space managers, and others.

1.4 The definition of “First Consideration” in Section III.13 is deleted and replaced with the following: “First Consideration means that a Project Sponsor, Contractor and/or Employer shall give first consideration to qualified BVHP Residents in accordance with Section VII.A. (6) - (8) of this Employment and Contracting Policy, then to residents of the 94134 and 94107 zip code areas, then residents of other existing San Francisco redevelopment project areas, and then to San Francisco residents for hiring opportunities in the areas of construction workforce, permanent / temporary workforce and trainee hires before offering the hiring opportunity to other applicants.”

1.5 All references to “BVHP Residents and San Francisco Residents” and “BVHP Residents or San Francisco Residents,” in Sections VII, VIII and IX shall be changed to refer to “BVHP Residents, residents of the 94134 and 94107 zip code areas, residents of other existing San Francisco redevelopment projects, and/or San Francisco Residents.”

1.6 The definition of “CBO” (community-based organization) in Section III. 6 is deleted and replaced with the following: “CBO means an Agency identified workforce referral entity.”

1.7 The definition of “Contractor” in Section III. 9 is deleted and replaced with the following: “Contractor means any person(s), firm, partnership, corporation (whether for profit or nonprofit), or combination thereof, who is a general contractor, subcontractor (regardless of tier) or consultant working on: any part of the Project, including all Infrastructure and Vertical Improvements, and all interior tenant improvements. Contractors shall include, without limitation, all architects, engineers and other design professionals.”

1.8 The definition of “Project Sponsor” in Section III.19. is deleted and replaced with the following: “Project Sponsor means Developer, a Transferee or a Vertical Developer, as applicable.”

1.9 All aspects of the Project shall be deemed to be either an Agency Action Project subject to Section IV.A (Agency Action Projects) or a City Build and Public Improvement subject to Section IV.C (CityBuild and Public Improvements), as applicable. Each Project Sponsor shall enter into a Employment and Contracting Agreement on or before Commencement of the Infrastructure or Vertical Improvement, as applicable.

1.10 All references to the “LCP Tracker system” in Section VII.B.1 are replaced with “the PRS”.

1.11 A new definition is inserted, as follows: “PRS means a web-based software used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation.”

1.12 Worker request forms under Section VII.A.6 shall be submitted via the PRS.



**SAN FRANCISCO
REDEVELOPMENT AGENCY
PURCHASING POLICY**

Adopted: April 19, 1994
Amended: November 22, 1994
Amended: August 13, 2002
Amended: April 29, 2003
Amended: August 19, 2003
Amended: November 16, 2004
Amended: July 21, 2009
Amended : November 15, 2011

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I. INTRODUCTION

This San Francisco Redevelopment Agency Purchasing Policy (“**Purchasing Policy**”) establishes the policies and standards for the purchase of: (1) goods (including catering and printing), materials, products, items, supplies, commodities and equipment (“**Goods**”) and (2) personal and/or professional services (“**Services**”) for the Redevelopment Agency of the City and County of San Francisco (“**Agency**”). These standards ensure that the Agency obtains Goods and Services efficiently, economically and fairly in compliance with various legal requirements. This Purchasing Policy also includes a description of purchasing procedures and the delegated expenditure approval authority and corresponding responsibilities associated with certain expenditure types. As used in this Purchasing Policy, the term “**Contractor**” shall include, as applicable, all contractors, developers, suppliers, consultants, vendors, organizations, firms, companies (whether for profit or nonprofit) and/or individuals who seek or obtain a contract to provide Goods or Services for or on behalf of the Agency. .

The Agency is acutely aware of the many challenges that small businesses face when contracting with public entities. Furthermore, the Agency recognizes that discrimination in contracting still exists. The Agency intends to eliminate discriminatory obstacles that may exist and to provide an environment of open and fair competition that is free of any discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status in the award or performance of any Agency contract. The mission of the Agency includes economic development in Project Areas and accordingly this document establishes the Small Business Enterprise (“SBE”) Policy, which will provide, among other things, First Consideration to project area SBEs for contracting opportunities with the Agency or through its developers.

II. DEFINITIONS

“**Construction Work**” means any work of grading, clearing, demolition or construction undertaken by the Agency if the cost of that work exceeds the lesser of \$5,000 or the limit set forth in Public Contract Code Section 20162, as amended from time to time. (See generally Public Contract Code Section 20688.2)

“**Contractor**” means and includes, as applicable, all contractors, developers, suppliers, consultants, vendors, organizations, firms, companies (whether for profit or nonprofit) and/or individuals who seek or obtain a contract to provide Goods or Services for or on behalf of the Agency.

“**Responsible**” means “a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.” (Public Contract Code Section 1103). Typically, for Agency contract, this means that the Contractor represents that it can perform the work, obtain the necessary insurance, agree to the indemnification language contained in the Agency contract, and obtain payment and performance bonds, if required.

“**Responsive**” means a bidder whose bid which contains an unconditional offer to provide the goods and services that are being bid upon, and that complies with all of the bid terms, conditions, and procedures required in the bid documents or applicable law.

“**Small Business Enterprise (SBE)**” means a small business enterprise certified by the Agency Contract Compliance Division pursuant to the standards described in the Small Business Enterprise Policy.

III. PURCHASING POLICY

A. Maximum Competition

1. All purchasing transactions (purchases of Goods and Services), regardless of the method of procurement and without regard to dollar value, shall be conducted in a nondiscriminatory manner that provides maximum open and free competition consistent with this Purchasing Policy. Purchasing procedures shall not restrict or eliminate competition. Examples of what is considered restrictive of competition include, but are not limited to: (i) placing unreasonable requirements on firms in order for them to qualify to do business; (ii) applying noncompetitive practices among firms; (iii) organizational conflicts of interest; and (iv) unnecessary experience, insurance and bonding requirements. Solicitation of offers regardless of the method of procurement shall:

a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be purchased, which does not, in competitive purchases, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be purchased and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

b. Clearly set forth all requirements which Contractors must fulfill and all other factors to be used in evaluating bids or proposals.

2. Awards shall be made only to Responsive, Responsible Contractors that possess the ability to perform successfully under the terms and conditions of a proposed purchase. Appropriate consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3. On-going services or multi-year contracts shall not normally exceed a three-year period without the purchasing process occurring again.

B. Contract Cost Analysis and Limitations

1. The Agency shall perform some form of cost or price analysis in connection with every purchase action, including contract modifications. All Agency contracts shall specify a fixed or not-to-exceed dollar amount.

C. Compliance with Agency's Policies

1. The Agency's purchase of goods and services shall comply with all applicable Agency policies, including but not limited to, the Small Business Enterprise Policy, as amended from time to time.

D. Conflict of Interest

1. In reviewing and awarding Agency contracts, the Agency's officers, employees, Commissioners, and agents shall follow all financial disclosure and disqualification provisions of conflict of interest laws and policies, including but not limited to: the California Political Reform Act, Cal. Gov't Code § 87100 *et seq.*, 2 Cal. Code Regulations. § 18700 *et seq.*; Section 1090 of the California Government Code; the Community Redevelopment Law, Cal. Health & Safety Code § 33130, the Agency's Statement of Incompatible Activities (July 30, 2004); and the Employee's Responsibility provisions of the Agency's Personnel Policy, Section X. This Purchasing Policy incorporates the requirements of these laws and policies, including, but not limited to, the following:

a. No employee, officer, Commissioner or agent of the Agency shall participate in the selection or in the award or administration of an Agency contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, Commissioner or agent, or any member of his or her immediate family, or those with whom any of the above referenced persons has, or intends to have, a business or employment relationship, has a financial or other interest in the firm selected for award or whose contract is to be administered.

b. In reference to contractors, the Agency Policy states that no present or former consultant shall knowingly act for anyone other than the Agency in connection with any particular matter in which the Agency is a party, or has a direct and substantial interest, and in which the consultant participated personally and substantially as a consultant for the Agency. Agency Policy also provides that the Agency Commission may waive this requirement through written approval prior to the consultant's work for another party.

c. Violation of these standards of conduct by the Agency's officers, employees, Commissioners or agents, or by its contractors or their agents may result in penalties, sanctions or other disciplinary actions.

IV. ANTI-DISCRIMINATION PROVISIONS IN ALL CONTRACTS

A. Nondiscrimination Provisions

1. Agency contractors are subject to various non-discrimination laws and policies. To ensure nondiscrimination in the performance of any contract, the Agency shall require that contracts subject to this Purchasing Policy include the following provisions:

a. The contractor agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in Section 12940 of the California Government Code and in Section 12B.2 of the San Francisco

Administrative Code. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their protected class status as described in Section 12940 of the California Government Code and in Section 12B.2 of the San Francisco Administrative Code. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

b. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

c. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work paid for in whole or in part by the Agency so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Contractor agrees not to 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, and shall comply fully with all provisions of the Agency's Nondiscrimination in Contracts Policy ("Nondiscrimination Policy"), adopted by Agency Resolution No. 175-97, as such policy may be amended from time to time.

e. To the extent required by law, Contractor shall provide all services to the public under an Agency contract in facilities that are accessible to persons with disabilities.

f. Contracts shall require contractors to appoint a senior manager as the individual responsible for the firm's equal opportunity efforts and as the liaison between the firm and the Agency.

B. Contract Termination

1. If the Agency's Executive Director concludes that a Contractor is not complying with the Agency's Nondiscrimination Policy, the Executive Director or his/her designee will meet and confer with the Contractor. If, as a result of the meeting, the Executive Director finds that a violation of the Nondiscrimination Policy has occurred, the violation shall be considered a material breach of the contract and the Executive Director may terminate the contract. The Executive Director's determination that a violation has occurred and his/her decision to terminate the contract shall be final and not subject to review.

V. DOCUMENTATION OF OUTREACH TO SBEs

1. When Agency staff seeks contract authorization, staff shall document and report to the Executive Director and/or the Agency Commission that the Agency has provided outreach to SBEs consistent with the SBE Policy, including but not limited to the following:

a. Whether the Contract Compliance Division provided a list of potential SBEs to be invited for the scope of work being considered.

b. Where appropriate, how the potential work was divided into small contracts to ensure that the scope of work was not too large for an SBE to bid or submit a proposal or how potential SBEs were encouraged to joint venture.

c. That specific items of the contract that may be performed by SBE subcontractors were identified and prospective SBEs were identified for the bidder(s).

d. On all construction related contracts (including construction consultant services contracts) that are estimated to cost \$5,000 or more, that prospective SBEs were invited to a pre-bid and/or pre-solicitation meeting for the purpose of answering questions about the process, the bonding and insurance requirements, the specifications and other requirements.

e. What outreach efforts including advertisements or notifications to trade associations or other groups were made as part of attempts to reach potential SBE candidates.

VI. NOTICE OF PUBLIC HEARING

1. Except for solicitations under the Competitive Sealed Bids – Public Contract Code Method, which have their own “protest period”, all potential Contractors who have submitted a proposal or bid will be notified in writing by letter or email of the proposed action no later than seventy-two (72) hours prior to the Commission meeting on the proposed action and will have an opportunity to be heard by the full Commission during public comment when the item comes up on the agenda.

VII. PURCHASING RECORDS

1. The Agency shall maintain records sufficient to detail the significant history of a purchase. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of purchase, selection of contract type, Contractor selection or rejection, and the basis for the cost or price. In some instances, the terms and conditions of a grant or agreement with a public agency will have specific record retention obligations that the Agency shall follow.

VIII. SIZE AND ECONOMY OF PURCHASES

1. Consideration is to be given to consolidation or breaking out of Goods and Services to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives and any other appropriate analysis to determine which approach would be the most economical. To foster greater economy and efficiency, the Agency shall consider entry into State and local intergovernmental agreements for purchase or use of Goods and Services.

IX. FOUR METHODS OF SELECTING A CONTRACTOR (SERVICES)

1. Contractors shall be selected by one of the following methods: (1) 3+ Contractor Telephone Solicitation Method; (2) Competitive Sealed Bids – Public Contract Code Method; (3) RFP/RFQ Method; and (4) Sole Source Method. The four methods are described in detail below. Regardless of the method of purchase, an applicant's public statements on matters of public concern, that are protected under the First Amendment to the United States Constitution and unrelated to the contract, shall not be considered by the Agency in the evaluation and selection of the applicant for the contract. In addition, every effort should be made to assemble a list of qualified SBE suppliers or contractors from the Agency's Contract Compliance Division.

A. The 3+ Contractor Telephone Solicitation Method

1. The 3+ Contractor Telephone Solicitation Method is appropriate for those relatively simple purchases of short term duration (generally no longer than twelve (12) months), for Goods and Services, costing in the aggregate not more than \$50,000. Notwithstanding anything to the contrary contained in this Purchasing Policy, the Executive Director may authorize, under the 3+ Contractor Telephone Solicitation Method, the same Contractor to receive separate contracts that individually do not exceed the Executive Director's expenditure authority, but that collectively exceed no more than \$150,000; provided, however, that each contract provides Goods or Services that are distinctly different from those provided under the other contracts by the same Contractor during any 12 month period.

2. If the 3+ Contractor Telephone procedure is used for a purchase, the price or rate quotations shall be obtained by telephone, email or in writing from an adequate number of qualified potential contractors, generally at least three (3). Whenever possible, at least three of the quotations shall be solicited from SBEs.

3. Agency staff shall choose the lowest, Responsive, Responsible bidder as to price, except that in the interest of standardization or inability to meet the required delivery schedule, the purchase may be made from a Responsive, Responsible bidder other than the lowest bidder in price.

4. The Responsive, Responsible Contractor chosen by Agency staff must also: (a) meet the Agency's insurance and indemnification requirements, as determined by the Agency's Risk Manager; (b) comply with all applicable Agency's policies; (c) be licensed to do business in the State of California; and (d) not be on the debarment list of the City and County of San Francisco ("City"), the State of California or the United States of America.

5. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the 3+ Contractor Telephone Solicitation Method.

B. Competitive Sealed Bids – Public Contract Code Method

1. The Competitive Sealed Bid Method is appropriate to be used when: (a) a complete, adequate and realistic specification or purchase description is available; and (b) the purchase lends itself to a firm fixed-price contract, and selection of the successful bidder can appropriately be made, principally on the basis of price.

2. The Competitive Sealed Bid Method must be used when (a) the Agency seeks to obtain construction services for a “Public Project” **or** “Construction Work” as those terms are defined by the California Public Contract Code (“Code”) or the Purchasing Policy Procedures Manual; **and** 2) the Agency seeks a contract that is otherwise subject to state or federal law requiring this method of procurement.

3. In general, the Competitive Sealed Bids Method requires the Agency: (a) to publicly solicit sealed bids using the current approved Construction Documents – Bid Specifications Template (“bid packet”); (b) to open publicly the bids at a time and place designated in the bid packet in the presence of all bidders who attend; (c) to evaluate the bids based on the requirements and specifications described in the bid packet; (d) to award a firm fixed-price contract (lump sum or unit price) to the lowest, Responsive, Responsible bidder whose bid conforms to all the material terms and conditions of the invitation for bids; and (e) to provide a bid protest period for unsuccessful bidders to challenge the award. The Code or other state and federal laws may specify the terms, conditions, and procedures required under this method of procurement.

4. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the Competitive Sealed Bids – Public Contract Code Method.

C. Request For Proposals / Request For Qualifications (“RFP/RFQ”) Method

1. The RFP/RFQ Method is appropriate for soliciting proposals from a number of prospective sources where the services sought are widely available. The RFP/RFQ Method allows staff to conduct a competitive solicitation and consider qualifications other than the lowest price. The resulting contract may be either a flat fee for services or cost reimbursable.

2. Agency staff may utilize the RFP/RFQ Method for the selection of developers for Agency projects or for the procurement of personal or professional services including but not limited to the following: accounting, architectural, engineering, environmental, legal or planning whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

3. The RFP/RFQ shall specify evaluation criteria for selection of a Contractor and shall reserve the right to reject or cancel the RFP/RFQ in whole or in part. The RFP/RFQ shall state that the Agency will not consider an applicant's public statements on matters of public concern, that are protected under the First Amendment to the United States Constitution and unrelated to the contract, in the evaluation and selection of the applicant for the contract.

4. Agency staff shall also use the RFP/RFQ Method for establishing and maintain a list (or Contractor panel) from which the Agency will select, on an as-needed basis, qualified contractors, consultants or vendors for future contracts,. The Agency Commission shall approve the formation of the panel if the future contracts may exceed the Executive Director's expenditure authority. Typically, the Agency will establish a panel for a set duration (no longer than three (3) years) and for a not-to-exceed aggregate amount that can be contracted.

5. In addition, Agency staff may select a Contractor from a City panel that was established using the City's competitive selection process, to the same extent that Agency staff may select a Contractor from an Agency panel authorized under this Purchasing Policy. If the Agency staff uses a City panel to select a Contractor for a contract exceeding the Executive Director's expenditure authority, the Agency Commission must approve the contract.

6. The Purchasing Policy Procedures Manual provides additional standards on the procurement of Goods and Services using the RFP/RFQ Method.

D. Sole Source Method

1. In the Sole Source Method, a proposal is solicited from only one source. Circumstances under which a contract may be awarded by the Sole Source Method are limited to one of the following:

a. The Goods or Services are available only from a **single** source or Contractor;

b. An emergency situation exists where a fire, flood or an immediate threat of personal injury, death or property damage has occurred (or is likely to occur) and where the urgency of the situation will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director ("**Emergency Conditions**");

c. After solicitation of a number of sources using the RFP/RFQ method described above, the Executive Director determines that the competition is inadequate;

d. The proposed Contractor has previously provided the needed Goods or Services to the Agency and, in doing so, has performed satisfactorily and gained specific information and experience making the proposed Contractor uniquely qualified to provide the needed Goods or Services; or

e. Although Emergency Conditions do not exist, the Agency's business assets or financial investments are at risk and the urgency of the requirement will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director.

2. Notwithstanding anything to the contrary contained in this Purchasing Policy, the Executive Director may authorize, under the Sole Source Method, the same Contractor to receive separate contracts that individually do not exceed the Executive Director's

expenditure authority, but that collectively exceed no more than \$150,000; provided, however, that each contract provides Goods or Services that are distinctly different from those provided under the other contracts by the same Contractor during any 12 month period.

3. The Purchasing Policy Procedures Manual provides additional standards for the procurement of Goods and Services using the Sole Source Method.

X. COMPLETING A PURCHASE

1. Except as noted in Section X.E (Emergency Conditions) below, all purchases of Goods shall be effective only by issuance of a valid purchase order in the form provided by the Agency. Employees from the various divisions shall not confirm an order with the vendor for the purchase of any Goods until a purchase order has been prepared by the Finance and Administrative Services Division (“**Finance Division**”).

2. A Personal Services Contract is normally required when personal services are being purchased, regardless of the cost of the services. Requests to waive this requirement and substitute a purchase requisition may be made to the Legal Division. The waiver will only be granted when to do so would cause little risk to the Agency.

3. The Purchasing Policy Procedures Manual provides additional standards for completing the purchase of Goods and Services, including but not limited to the single purchase of Goods.

A. Multiple Purchases of Goods

1. Vendors and Contractors from whom the Agency has a continuing need for small purchases/services (e.g., reproduction, office supplies, etc.) may be given a blanket purchase order periodically.

B. Ongoing Building Maintenance Services

Purchase orders are not required for each invoice received for rent, utilities or other continuing services such as maintenance contracts on equipment. However, such services shall be initiated by issuance of blanket purchase orders at the beginning of the original contract through the end of the fiscal year of the contract's origin. Subsequently, a purchase requisition for the total amount expected to be paid during the fiscal year should be forwarded to the Finance Division at the beginning of each fiscal year. Services other than building maintenance services should be done through a personal services contract and not as a purchase requisition, unless approved by the Legal Division pursuant to Section X.2 above.

C. Contracts for Construction, Personal or Professional Services

1. In accordance with the established contract approval procedures, services under a construction, personal or professional services contract should not be allowed to commence until the contract has been signed by the Contractor, the Agency General Counsel, and the Executive Director (or his/her designee).. Moreover, services should not commence until the Finance Division has confirmed that funds are available. Prior to the contract being

signed, the unsigned contract and Contractor's insurance certificates should be routed to the Administrative Services Manager for review of insurance provisions and to the Contract Compliance Division for review of contract compliance requirements.

2. After the contract is signed, a contract package should be forwarded to the Finance Division. The package shall include a purchase requisition for the total contract amount, the signed original contract, Contractor's certificates of insurance, and the approved Agency resolution authorizing the contract, when applicable.

3. Finance Division will check for available funds, encumber the budget for the contract amount (except in the case of service contracts applying to all Redevelopment Areas), and establish tracking for the contract.

4. The Contractor should be instructed to commence services by written notice to proceed, which, in the case of professional service contracts, should outline the specific scope of work, and the Project budget as appropriate. A copy of the notice should be forwarded to Finance for addition to the permanent file.

5. Contractor invoices should be inspected for adherence to contract provisions, budgets, and documentation by the division and the amounts adjusted when appropriate prior to forwarding them to Finance for payment.

D. Purchases from Petty Cash

1. When single purchases are made locally of a value of \$20.00 or less, exclusive of sales and other taxes and delivery and handling charges, and where such purchases are not in a continuing series of similar purchases or made from a vendor with whom the Agency does business on a regular and continuing monthly basis, consideration may be given to making the purchases from petty cash rather than by purchase order. Employees required to frequently attend meetings or do other Agency business outside the office and pay for parking at these times shall not normally be reimbursed from petty cash, but shall submit a Local Mileage and Expense Report for such parking periodically.

E. Emergency Conditions

1. Where an emergency condition exists, which has or will result in fire, flood or an immediate threat of personal injury, death or property damage where the urgency of the requirement will not permit the delay needed to complete the 3+ Contractor Telephone Solicitation Method, the Competitive Sealed Bid Method or the RFP/RFQ Method, as determined by the Agency Executive Director ("Emergency Condition"), the following shall be observed:

2. The Executive Director, Deputy Executive Director, Division Manager or Project Manager/Coordinator or their designees, in order of availability, shall have the authority to solicit bids by telephone, or otherwise, awarding the order to the lowest Responsive, Responsible bidder for immediate delivery. Only in an Emergency Condition shall an order be placed without soliciting bids.

3. A confirming requisition shall be prepared immediately by the originating Division and a purchase order shall be sent to the vendor.

XI. EXPENDITURE AUTHORITY

Note: This Section addresses expenditure authority only. Selection of a Contractor must follow one of the four methods set forth in Section IX regardless of who has the authority to authorize the contract. Also See Quick Reference Chart-Exhibit I for expenditure authority information.

A. Administrative Budgets - Recurring Purchases

1. Except as otherwise provided below, purchases within approved administrative budgets of Goods or Services necessary to do business, which are recurring in nature (e.g., subscriptions, postage, supplies, equipment lease and/or maintenance, local mileage, etc.) shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility, and may be made without approval of the Agency Commission following budgetary approval. Expenses need not be in the same amounts every month to be considered recurring.

B. Administrative Budgets - Non-Recurring Purchases

1. Non-recurring purchases within approved administrative budgets shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility for purchases between \$0 and \$999, but shall require the final approval of the Deputy Executive Director, Finance and Administration or the Executive Director for purchases between \$1,000 and \$50,000, and the Agency Commission in amounts over \$50,000. Examples of non-recurring expenses are purchases of personal computers and software, furniture and equipment, and temporary help. Attendance at seminars, training sessions, and conferences is not considered a non-recurring expense for purposes of this Purchasing Policy, but is covered under Section XI.E. below.

C. Service and Construction Contracts

1. Personal or professional services contracts within approved administrative or project budgets and prime construction contracts within approved project budgets shall be the responsibility of the individual Division or Project Manager for his or her area of responsibility, subject to the procurement and bidding procedures described in Section IX. above. Pursuant to Section 20612 of the California Public Contract Code, prime construction contracts over \$5,000 must be competitively bid. After review and approval as to form by the Agency General Counsel, contracts up to \$5,000 may be executed by the Division or Project Manager and, contracts between \$5,000 and \$50,000 may be executed by the Executive Director or the Deputy Executive Director, Finance and Administration without approval of the Agency Commission.

D. Property Management

1. Property Management work shall be provided by a licensed contractors that are selected in advance by the procedures described in Section IX above. The selected Contractor (whether time and material or flat fee based) shall comply with the Agency's equal

opportunity practices, Agency prevailing wage policy, liability insurance and bonding requirements contained in a contract in a form approved by the Agency General Counsel. The bid process shall be repeated no less than every three years.

E. Travel and Conferences

1. Out-of-town travel, meals and lodging and conference registration fees (regardless of conference location) within administrative budgets must be approved in advance by the Deputy Executive Director, Finance and Administration or the Executive Director in amounts up to \$3000. Amounts over \$3,000 require the advance approval of the Agency Commission.

F. Line Item Transfers

1. Under the California Community Redevelopment Law (Health & Safety Code Section 33606), the Agency Commission and Board of Supervisors must approve the Agency's annual budget and any amendments to the budget. Any changes to the approved budget that results in a ten percent change in any line item of the approved budget shall require the approvals of the Agency Commission and Board of Supervisors.

2. Line item transfers of budgeted Salary and Fringe Benefits to any other administrative expense shall not be permitted without the approval of the Deputy Executive Director for Finance and Administration. The Accounting Supervisor may request line item transfers within administrative budgets or within project budgets when the intended use is compatible with the original funding source, and when justified by circumstances, which could not be foreseen. Funds may not be transferred from project budgets to administrative budgets or vice versa.³ As part of the budget process, Agency managers also submit a more detailed budget to the Finance Division and Executive Director regarding proposed expenditures for the new fiscal year. These budgets are approved administratively and serve as the basis for preparing the annual budget that is submitted to the Agency Commission, Mayor's Office, and Board of Supervisors. In some instances, the reprogramming of funds within these more detail budgets may result in line item changes that would trigger the above-described approval by the Board of Supervisors.

3. Accordingly, line item transfers will be approved by the Deputy Executive Director for Finance and Administration to ensure such transfers are: (i) compatible with the original funding source; (ii) would not trigger approval by the Board of Supervisors (or if triggered, that Board of Supervisor approval is obtained prior to approval of the line item transfer); and (iii) in compliance with the Community Redevelopment Law and City policy.

XII. RESPONSIBILITY

1. The Deputy Executive Director for Finance and Administration is responsible for recommending administrative and project budgets to the Agency Commission.

2. The Agency Commission is responsible for review, modification and approval of the recommended budgets, for the approval of all contracts in excess of \$50,000 and for the approval of travel and/or conference costs in excess of \$3,000.

3. The individual Division Managers are responsible for implementing this Purchasing Policy in their respective Divisions and keeping records of vendors contacted and quotations received. Each Division is required to plan its work so that necessary Goods and Services can be purchased in advance and in accordance with standard purchasing policy.

4. The Accounting Supervisor is responsible for verifying the availability of funds, timely payment of vendors, enforcing line item transfer provisions, and the periodic review of this policy.

5. The Administrative Services Manager is responsible for acting as purchasing agent, coordinating the ordering and distribution of office supplies used Agency-wide, and in any other circumstances when group purchasing improves coordination and/or results in additional volume discounts. The Administrative Services Manager is responsible for identifying and implementing opportunities to realize Agency-wide savings through group purchasing of supplies.

6. The Executive Director is responsible for assuring that proper negotiating and contracting procedures are adhered to when authorizing contracts up to \$50,000 and when recommending larger contracts to the Agency Commission for approval. In addition, the Executive Director shall have the authority to promulgate, from time to time, purchasing procedures which are consistent with the Purchasing Policy without the need of further action by the Agency Commission. The purchasing procedures may be in the form of a procedures manual or in any other form deemed appropriate by the Executive Director.

XIII. SEVERABILITY

1. The provisions of this Purchasing Policy are declared to be separate and severable. The invalidity or unenforceability of any one or more provisions of this Purchasing Policy shall in no way affect the validity of the remainder.

EXHIBIT I

SAN FRANCISCO REDEVELOPMENT AGENCY

EXPENDITURE AUTHORIZATION

	DEPUTIES AND MANAGERS	EXECUTIVE DIRECTOR OR DEPUTY EXECUTIVE DIRECTOR	VOTE OF COMMISSIONERS
1. Regular, recurring operating Expenses within Administrative Budgets (i.e., rent, utilities maintenance, local mileage)	Any Amount	Any Amount	Budgetary Approval
2. Non-Recurring purchases within Administrative Budgets (i.e., Computers, furniture, etc.)	Up to \$1,000	Up to \$50,000	Over \$50,000
3. Personal or Professional Services Contracts (including Property Management)	Up to \$5,000	Up to \$50,000	Over \$50,000
4. Prime Construction Contracts	Up to \$5,000	Up to \$50,000	Over \$50,000
5. Out of Town Travel / meals / lodging: Local or out of town conference registration fees within Administrative Budgets	No Authority	Up to \$3,000	Over \$3,000

ATTACHMENT #9

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of [effective date] by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("OCII"), and [CONTRACTOR NAME], [**"a California corporation" or "a sole proprietorship" etc.**] ("Contractor").

RECITALS

- A.
- B.
- C.
- D.

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on **Attachment A**, "Scope of Services".

2. TIME OF COMPLETION

The term of this Contract shall begin on [starting date] and end on [Contract ending date].

Contractor's Schedule of Performance is set forth on Attachment " ".

Contractor will begin work within ____ days after receipt of an OCII Notice to Proceed.

Time for completion for this Contract will be ____ days after receipt of an OCII Notice to Proceed to the Contractor.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. For example: "The maximum amount payable under this Contract is _____ (\$_____). Payment shall be made according to the schedule

ATTACHMENT #9

and terms described on Attachment __, 'Payment Schedule'. All expenses of Contractor are included in the amounts payable pursuant to **Attachment B**, 'Budget', and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. OCII staff will review and approve these invoices for payment."

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees during the Contract Term.

4. NO PERSONAL LIABILITY

No member, official or employee of OCII shall be liable personally to Contractor or any successor in interest in the event of any default or breach by OCII or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII.

6. TERMS AND CONDITIONS-CDBG FUNDED CONTRACTS

This Contract is funded in whole or in part with CDBG funds and all CDBG requirements apply, including, but not limited to Section 3 Clause (see below). The Contractor must comply with the policies, guidelines and requirements of OMB Circulars No. A-122, A-133 and the portions of A-100 or the related CDBG provisions required by 24 CFR 570.502(b). Contractor is responsible for assuring compliance with the circulars as they may be amended from time to time. If the Contractor is subject to the single audit requirement by virtue of the dollar amount of the Contract, or Contractor's total amount of CDBG funded contracts during the term of this Contract, Contractor must provide OCII with such an audit when it is submitted to MOCI, or other applicable recipient entity.

SECTION 3 CLAUSE

Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 135)

ATTACHMENT #9

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be paid not less than the prevailing wage rate and shall be subject to the same hours and working conditions and shall receive the same benefits provided for similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provisions in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent

ATTACHMENT #9

requirements of any applicable Federal labor standards provisions; and Contractor also agrees that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8a. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor's obligation to indemnify Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Agency and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("Design Professional") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall hold harmless, defend at his or her own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor has and hereby retains the right to exercise full control and supervision of the services

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and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 10, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability:
 - a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

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- b. For contracts involving demolition or construction or during phases involving demolition or construction: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).

(4) Professional Liability Insurance: \$2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to OCII guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to OCII, the City and County of San Francisco and their respective commissioners, members,

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officers, agents, and employees. Any insurance or self-insurance maintained by OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
- (4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OCII.
- (5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OCII has received a waiver of subrogation endorsement from the insurer.
- (6) If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by OCII. All certificates and endorsements are to be received and approved by

ATTACHMENT #9

OCII before work commences. OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with Agency requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of

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personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

13. CONTRACTOR'S DUTY OF LOYALTY

Contractor for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an Agency employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies

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to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to OCII the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII.

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds \$5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

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B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees not to 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, and shall comply fully with all provisions of OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time.

E. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law and execute **Attachment C** "Nondiscrimination in Contracts and Benefits Form."

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by Agency Resolution No. 82-2009 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** "SBE Agreement").

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50 % for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50 % SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

OCII relies on the information that a business may have provided to qualify under another public entities' business certification program in determining whether that business qualifies as an SBE under OCII's SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, information available at - <http://sfgsa.org/index.aspx?page=5364>; and State of California – Small Business Enterprises certification – <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII's SBE Program.

ATTACHMENT #9

19. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII's Minimum Compensation Policy and Health Care Accountability Policy (the "Policies"), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See **Attachment E** "Minimum Compensation Policy" and **Attachment F** "Health Care Accountability Policy"). Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

20. TERMINATION

OCII may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice.

21. MISCELLANEOUS PROVISIONS

A. Notices

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to OCII: Office of Community Investment and Infrastructure/Successor
Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Executive Director

If to Contractor: **[name]**
[mailing address]
Attention: **[contact]**

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.

ATTACHMENT #9

- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or Agency holiday shall be extended to the next Agency working day.

C. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the successors and assigns of OCII and the Contractor. Where the term "Contractor" or "Agency" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where Agency approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OCII and Contractor.

E. Entire Contract

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings

Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

ATTACHMENT #9

I. Attorneys' Fees

In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority

The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative

The initial designated representative for OCII for this Contract is _____, OCII representative's phone number is _____. The initial Contractor designated representative for this Contract is _____, the Contractor's designated representative's phone number is _____.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

[CONTRACTOR]

By: _____
[Signatory]
[Title]
Federal Tax Identification No. _____

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, corporate and politic

By: _____
Executive Director

APPROVED AS TO FORM:

By: _____
Agency General Counsel

ATTACHMENT #9

ATTACHMENTS

Attachment A: Scope of Services

Attachment B: Budget

Attachment C: Nondiscrimination in Contracts and Benefits Form

Attachment D: Small Business Enterprise Agreement

Attachment E: Minimum Compensation Policy Declaration

Attachment F: Health Care Accountability Policy Declaration

[Copies of OCII Policies available: <http://sfocii.org/index.aspx?page=126>]

Form of Personal Services Contract

ATTACHMENT #10

RFP REGISTRATION FORM

Hunters Point Shipyard Parks, Streetscape and Property Management

Name of Organization:

Address:

Contact Person:

Phone:

Fax:

E-mail:

ATTACHMENT #11

SUBMISSION CHECKLIST SHEET

Proposals should be as simple and concise as possible, while addressing all of the requirements below. Proposals must contain all of the following information:

- ☐ a) Proposed Approach: A narrative of no more than four pages describing the Applicant's proposed approach to providing the Scope of Services, with separate sections for (1) landscape maintenance services, (2) property management, janitorial and event administration services, and (3) managing work plans, budgets and capital facilities budgets as described in Attachment #13a: Reporting Requirements. Include:
 - The roles of each firm in the contracting team (identifying services to be provided by the Prime Contractor and any subcontractor[s]).
- ☐ b) Contracting Team: A list identifying the managing Prime Contractor and any subcontractor(s) that will together provide the full Scope of Services. Include the name, contact person, address, telephone and facsimile numbers, and e-mail address of each firm.
- ☐ c) List of Relevant Experience: Using Attachment #14: Relevant Experience Form, provide current and recent contracts during the past five years (provide separate lists for the Prime Contractor and any subcontractor[s]). Provide separate lists for (1) landscape maintenance services, (2) property management, janitorial and event administration services, and (3) managing work plans, budgets and capital facilities budgets as described in Attachment #13a: Reporting Requirements. Include dates services were provided; the client; client type (governmental agency, private company, non-profit, etc.); a key client contact that OCII can contact for information; the firm's role in providing services for the client; and work provided for the client including locations of the work. Finally, provide a more detailed description of up to three contracts completed or in progress that are most relevant to the services in the Scope of Services. Fill out Attachment #14 separately for the Prime Contractor and any subcontractor(s).
- ☐ d) Management/Staffing Structure: A description of the proposed management and staffing structure for providing the Scope of Services. Identify key staff and their responsibilities for both the Prime Contractor and any subcontractor(s). Include key staff resumes including any relevant qualifications, professional designations, licenses, and experience. Applicants must notify OCII in writing within ten days of any change in the employment status of key employees identified in this submittal.
- ☐ e) Budget: A proposed budget for providing the Scope of Services in Excel format. Show separate calculations for (a) each park in the RFP Facilities; (b) streetscapes in the RFP Facilities; (c) janitorial and property management services for the Site Office Building; (d) event support services (Section III of Attachment #13); and (e) the Administrative Requirements (Section IV of Attachment #13). Indicate estimated staffing requirements and pay rates. The budget must include the Prime Contractor's annual management fee, structured as separate flat fees for each park; one flat fee for all streetscapes, including a unit fee per linear foot of streetscape; and one fee for the

Site Office Building. Applicants acknowledge that OCII may use the unit fee per linear foot of streetscape to adjust the fee if actual linear feet of streetscape in the Contract differs from that in the RFP. Note that the budget should include only routine work needed for the Scope of Services; capital facility expenses (costs of repairing and replacing facilities as they become damaged, wear out, reach the end of lifespan, etc.) should not be included.

- ☐ f) Property Management Experience Form: Attachment #15: Property Management Experience Form, completed by the Prime Contractor or subcontractor(s) that will provide Property Management and Janitorial services (Section II of the Scope of Services).
- ☐ g) Bank Letter of Good Standing: A letter of good standing from the Prime Contractor's bank, on bank letterhead, indicating the length of time Prime Contractor has held an account and confirmation of any outstanding loans or credit cards. Clearly mark the letter "CONFIDENTIAL". OCII will make a good faith effort to keep the letter confidential, but cannot guarantee its confidentiality.
- ☐ h) Courtesy/Professionalism Narrative: A narrative no longer than one page describing the Prime Contractor's and/or any subcontractor(s)' successful experiences working courteously and professionally with people of diverse backgrounds, the public, governmental agencies, and/or non-governmental organizations.
- ☐ i) Workforce Hiring Goals Narrative: A narrative no longer than two pages describing (a) Applicant's understanding of OCII's workforce hiring objective of 50% local residents, as established in the Bayview Hunters Point Employment and Contracting Policy (Attachment #7) as amended by DDA Exhibit X-B (Attachment #7a); (b) Applicant's prior experience, if any, successfully implementing a workforce hiring program similar to the Bayview Hunters Point Employment and Contracting Policy; and (c) steps Applicant intends to take to meet or exceed the workforce obligations if awarded this contract.
- ☐ j) Business License: Business license of the prime Contractor.
- ☐ k) Landscaping Contractor License: California C-27 Landscaping Contractor License from the Prime Contractor and/or subcontractor(s) that will perform the landscaping services (Section I of the Scope of Services).

Items L to O below must be completed and/or answered in writing for the Prime Contractor. Subcontractors do not need to complete these items.

- ☐ l) A signed Small Business Enterprise Agreement (Attachment #1) and Subconsultant Participation Form (Attachment #1a) listing Applicant's SBE subcontractor(s) to evidence ability to meet OCII's SBE participation goal of 50%.
- ☐ m) A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment #2).

- ☐ n) A signed Statement of Compliance with OCII Policies & Certification of Applicant (Attachment #6).
- ☐ o) A completed RFP Registration Form (Attachment #10).

Items P to R below must be completed and/or answered in writing for the Prime Contractor and every subcontractor on the Applicant's team.

- ☐ p) A signed Minimum Compensation Policy Declaration (Attachment #3).
- ☐ q) A signed Health Care Accountability Declaration (Attachment #4).
- ☐ r) Complete responses to all questions in the Disclosure Questionnaire (Attachment #5).

ATTACHMENT #12

RFP Facilities Summary

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A. Introduction

For the purposes of this RFP, Proposals must detail how Applicants will provide the RFP Services for the RFP Facilities shown in this Attachment.

When a Contractor is selected, OCII reserves the right to remove facilities from or add facilities to the RFP Facilities; the RFP Facilities do not necessarily represent exactly the same facilities that will be in the contract.

The information in this document is based on OCII staff knowledge and review of available records. OCII does not guarantee its completeness or accuracy. All Applicants are required to submit Proposals based on site visits, review of relevant documents (including but not limited to the Exhibits attached to this RFP), and Applicants' independent assessments of operations and maintenance needs.

B. Facilities Summary

Facility		
<i>Parks and Open Spaces</i>		
Hillpoint Park	4.88	acres
Innes Court Park	0.51	acres
Pocket Park 15	0.08	acres
Pocket Park 16	0.15	acres
Hilltop Open Space	11.04	acres
Galvez Overlook / Coleman Promenade ¹	0.64	acres
Pocket Park 09 ¹	0.04	acres
Pocket Park 10 ¹	0.07	acres
Pocket Park 11 ¹	0.04	acres
Pocket Park 12 ¹	0.07	acres
Pocket Park 13 ¹	0.06	acres
Pocket Park 14 ¹	0.06	acres
Storehouse Plaza (part of Site Office Building site) ¹	0.08	acres
	17.70	acres
<i>Streetscapes</i>		
Hilltop Streetscapes - Completed	8,100	linear ft
Hilltop Streetscapes - To Be Completed ¹	3,400	linear ft
	11,500	linear ft
<i>Buildings</i>		
Site Office Building	5,000	sq ft
	5,000	sq ft

¹ Facility not yet complete. Proposals must include all facilities in this list, both complete and incomplete.

Figure 1: Park Facilities Map

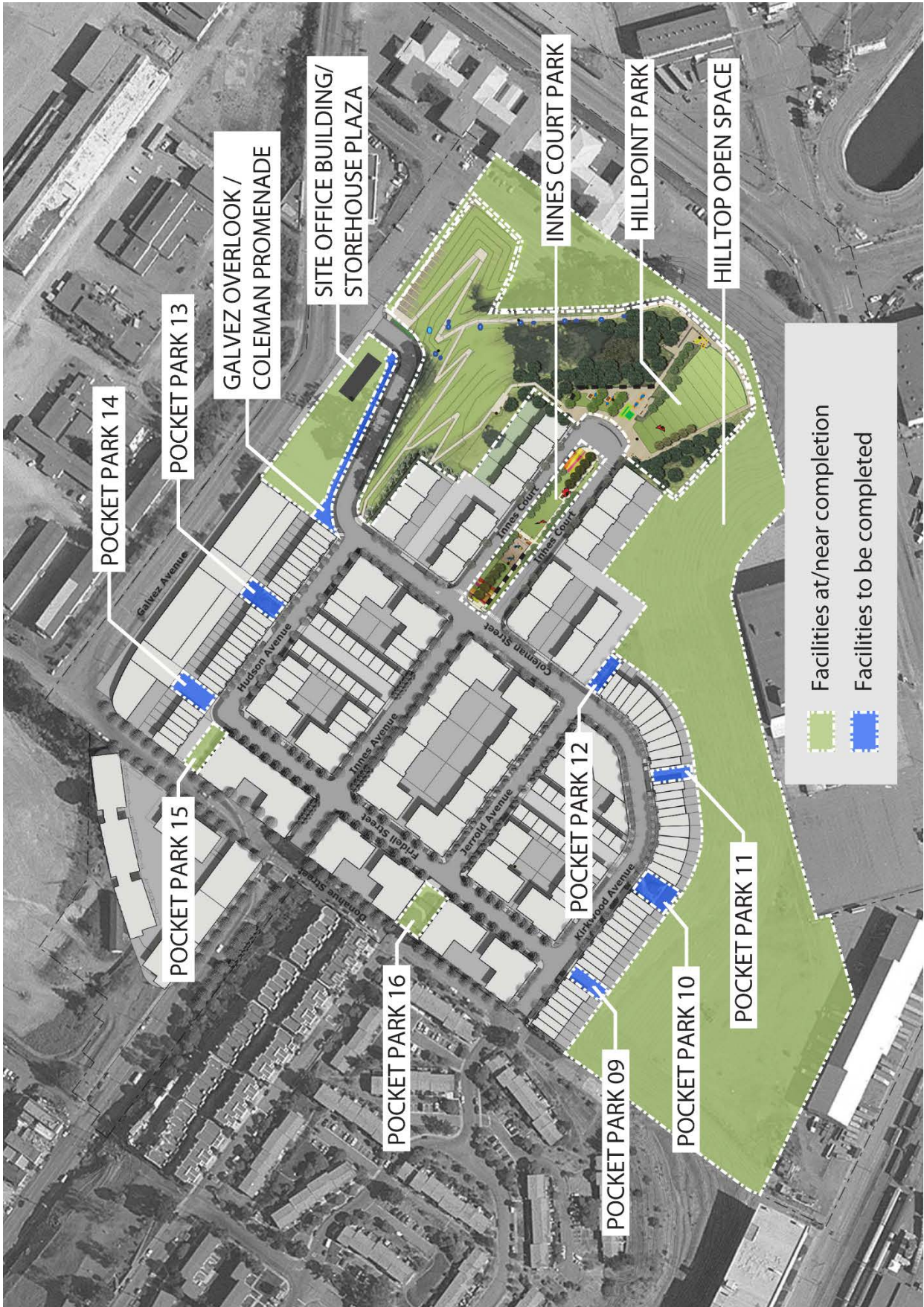
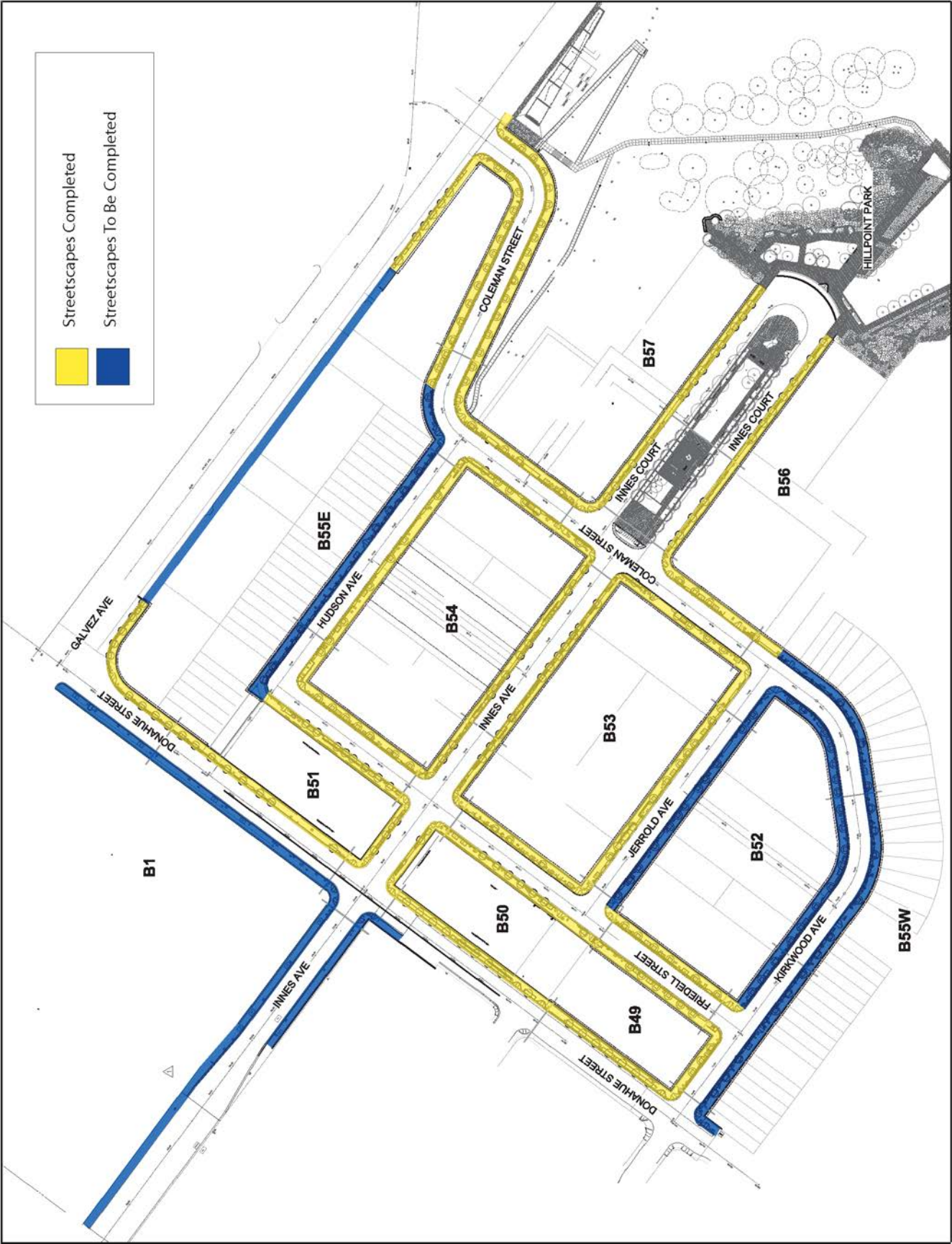


Figure 2: Streetscape Facilities Map

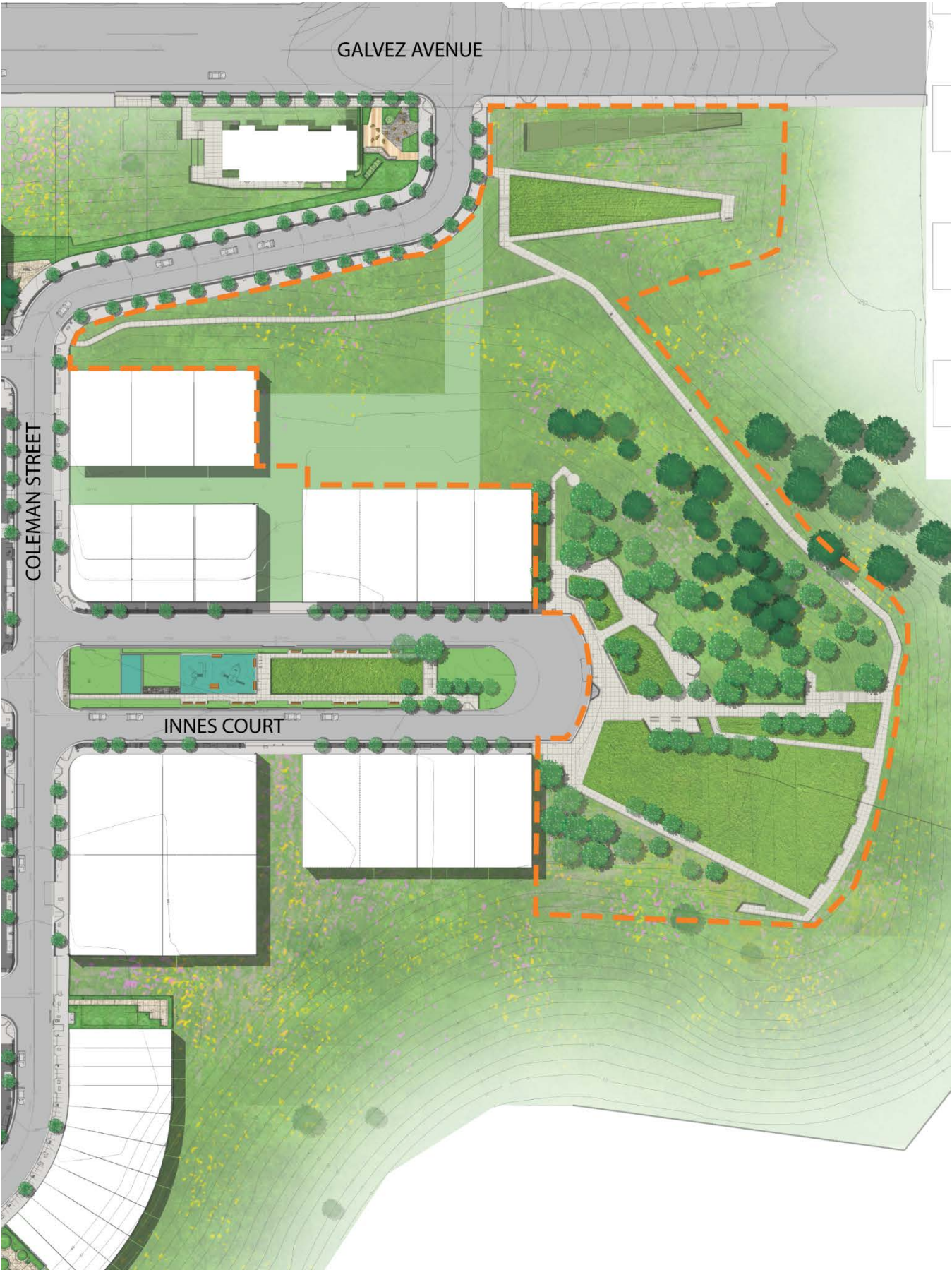


C. Facilities Descriptions

The following pages provide individual facility descriptions.

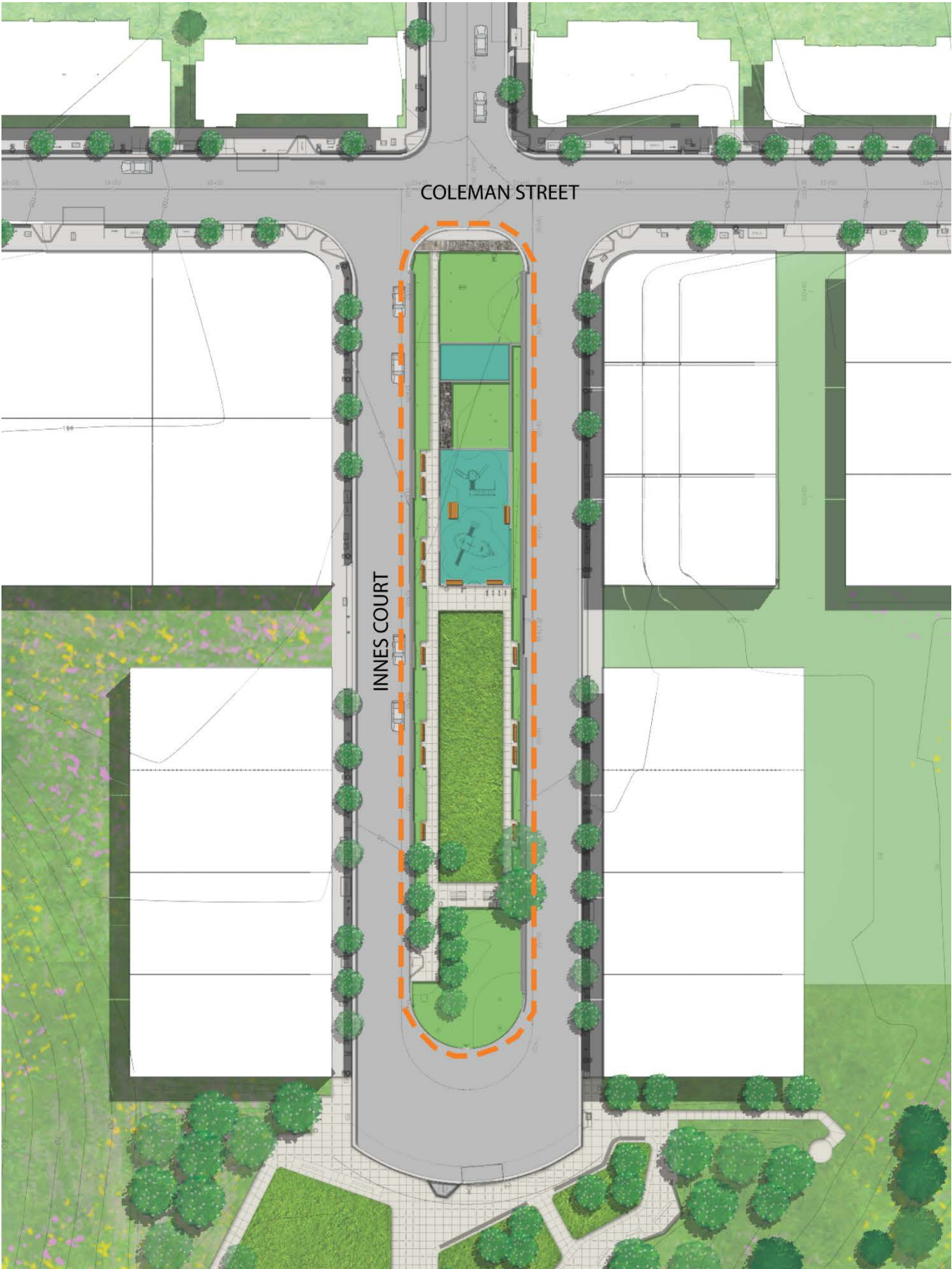
1. Hillpoint Park (100 Innes Court, San Francisco, CA 94124)		area: 5 acres
Surfaces: Paving: 30,000 sq ft Lawn: 25,000 sq ft Irrigated plantings: 38,000 sq ft Non-irrigated landscape: 121,000 sq ft Vegetated swale (BMP): 5,000 sq ft		Facilities: 3 Retaining walls 16 Wood/aluminum park benches 4 Pre-cast concrete 'Pinto' benches 1 Lumber/steel 'raft' bench 6 Custom picnic tables w/ benches 5 Trash/recycling receptacles 2 Steel bicycle racks 2 Barbecue grills and 1 coal bin 1 Drinking fountain 1 Park rules sign
Utilities: • Storm drains • Wall drains • Manholes • Overflow vaults • Low pressure water lines • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: • <i>Think Round, Inc</i> • <i>Flotilla</i> • <i>Tile Art</i> • <i>Frame Refrain</i> (2 pieces) • <i>Nautical Swing</i>
Planting: <u>Trees:</u> approximately 100. Includes: Deodar Cedar, Monterey Cypress, Modesto Ash, Maidenhair Tree, Thieves Poplar, Coast Live Oak, Village Green Zelkova. <u>Shrubs and perennials:</u> 38,000 sq ft. Includes: Wild Lilac, Tree Lilac, Coffeeberry, Deer Grass, Sticky Monkey Flower.		
Description: Hillpoint Park contains a series of outdoor rooms for groups and activities: • A sloped lawn for activities such as picnics and casual sports, featuring dramatic views. • Plaza/picnic area which can host picnics, barbecues, and events. • The Overlook, an elevated platform providing panoramic vistas of the Bay and Shipyard. • The Coleman Bluff Paths, providing accessible access between the Overlook and Galvez Avenue, with public art and interpretive historic signage at points along the way.		
Reference materials: Facility details: construction permit set (Hunters Point Open Space: Hillpoint Park / Coleman Bluff) Facility maintenance: Hillpoint Park <i>Operations & Maintenance Manual</i> (to be completed) Public art maintenance: Public Art <i>Conservation and Maintenance Report (Exhibit #4)</i> and <i>Conservation Site Inspections Memo</i>		

Figure 3: Hillpoint Park



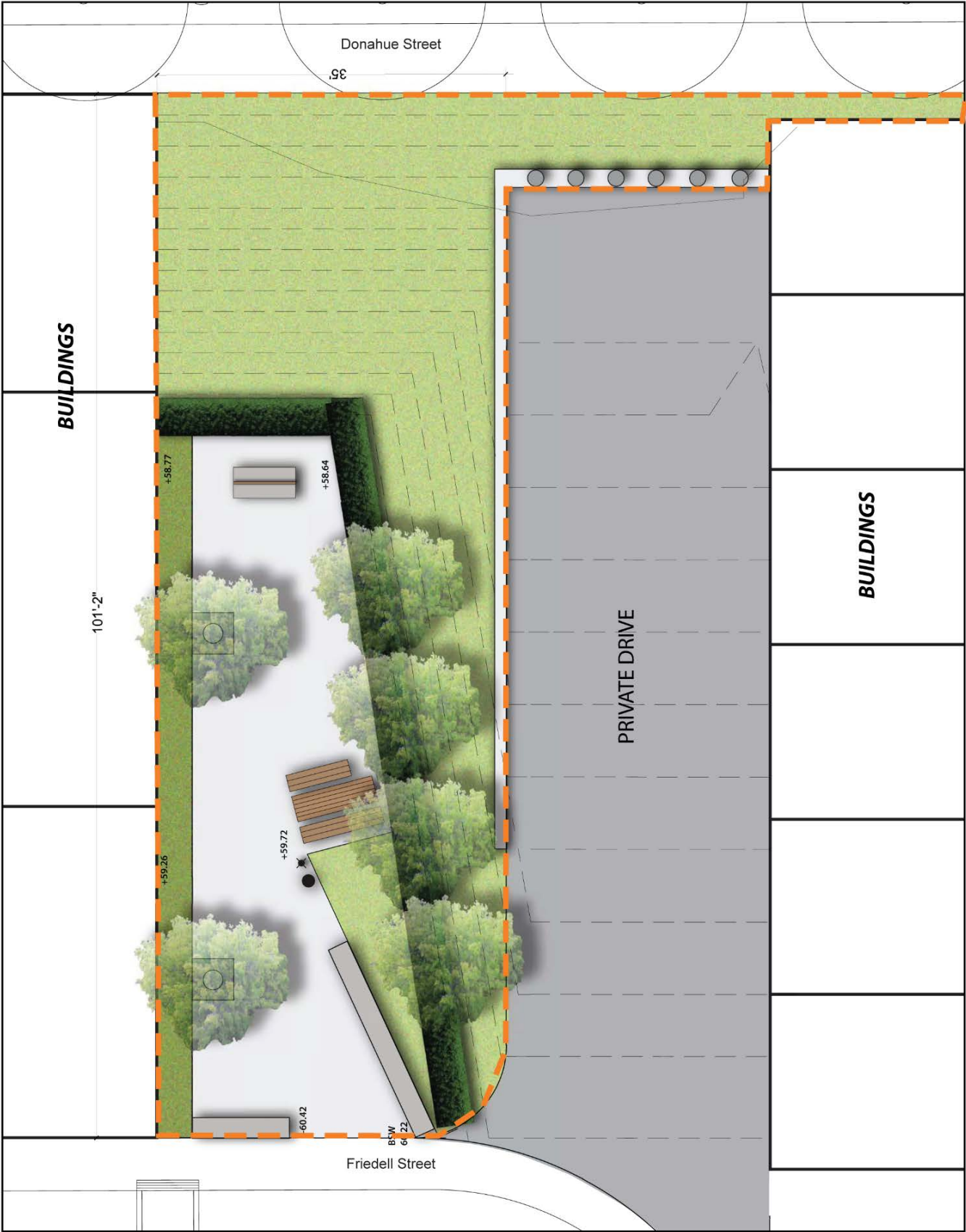
2. Innes Court Park (2 Innes Court, San Francisco, CA 94124)		area: ½ acre
Surfaces: Paving: 5,000 sq ft Permeable play surface: 3,000 sq ft Lawn: 5,000 sq ft Irrigated plantings: 8,000 sq ft		Facilities: 15 Wood/aluminum park benches 3 Wood/steel picnic tables w/ benches 1 Trash/recycling receptacle 1 Steel bicycle rack 1 Drinking fountain 2 Playground structures 1 Playground fence w/ gates 1 Park rules sign
Utilities: • Storm drains • Sanitary sewer drains • Low pressure water lines • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: • <i>Gigantry</i> (doubles as play equipment) • <i>Starweave Canoe</i>
Planting: <u>Trees:</u> approximately 40. Includes: Maidenhair Tree, Modesto Ash, Thieves Poplar, Deodar Cedar. <u>Shrubs and perennials:</u> 8,000 sq ft. Includes: Dwarf Mat Rush, Mexican Salvia, Berkeley Sedge, Lion's Tail, Fortnight Lily, Variegated Agave		
Description: Innes Court Park is long and narrow, containing a fenced playground, several lawn areas, paved pathways and seating, and trees and plantings. Striking Maidenhair Tree trees form a corridor along the length of the park, which continues past the park along Innes Avenue.		
Reference materials: Facility details: construction permit set (Hunters Point Open Space: Hillpoint Park / Innes Court Park) Facility maintenance: Innes Court Park <i>Operations & Maintenance Manual</i> (to be completed) Public art maintenance: Public Art <i>Conservation and Maintenance Report (Exhibit #4)</i> and <i>Conservation Site Inspections Memo</i>		

Figure 4: Innes Court Park



3. Pocket Park 15 (150 Friedell Street, San Francisco, CA 94124)		area: 3,600 sq ft
Surfaces: Paving: 1,000 sq ft Irrigated plantings: 2,500 sq ft Bioretention cell (BMP): 130 sq ft		Facilities: 1 Retaining wall 2 Wood/concrete benches 1 Wood/steel picnic table w/ benches 1 Trash/recycling receptacle 1 Park rules sign
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> approximately 5. Includes: Bowhall Red Maple, Pacific Sunset Maple. <u>Shrubs and perennials:</u> 2,500 sq ft. Includes: California Wild Lilac, Cleopatra Sasanqua Camellia, California Fuschia, Corsican Hellebore, Tufted Hair Grass, Siberian Iris.		
Description: Pocket Park 15 contains a level platform with a table, seating, and open paved area; and a planted slope. Maple trees provide seasonal interest and allow penetration of light during winter months.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 15 & 16) Facility maintenance: Pocket Park 15 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 5: Pocket Park 15



4. Pocket Park 16 (300 Friedell Street, San Francisco, CA 94124)		area: 6,400 sq ft
Surfaces: Paving: 2,500 sq ft Lawn: 1,000 sq ft Irrigated plantings: 2,000 sq ft		Facilities: 1 Retaining wall 2 Wood/steel benches 2 Wood/steel picnic tables w/ benches 1 Trash/recycling receptacle 1 Park rules sign
Utilities: - Storm drains - Electrical conduits - Landscape irrigation lines 1 Irrigation controller 1 Backflow preventer		Public art: <i>Butterfly Girl</i>
Planting: <u>Trees:</u> approximately 12. Includes: Shademaster Honey Locust. <u>Shrubs and perennials:</u> 2,000 sq ft. Includes: Pozo Blue Sage, Fire Spinner Iceplant, Beach Aster, Bulbine Frutescens.		
Description: Pocket Park 16 contains a gathering area with a picnic table and long linear seatwall; several small sloped lawns for recreation and relaxation; and more intimate seating.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 15 & 16) Facility maintenance: Pocket Park 16 <i>Operations & Maintenance Manual</i> (to be completed) Public art maintenance: Public Art <i>Conservation and Maintenance Report (Exhibit #4)</i> and <i>Conservation Site Inspections Memo</i>		

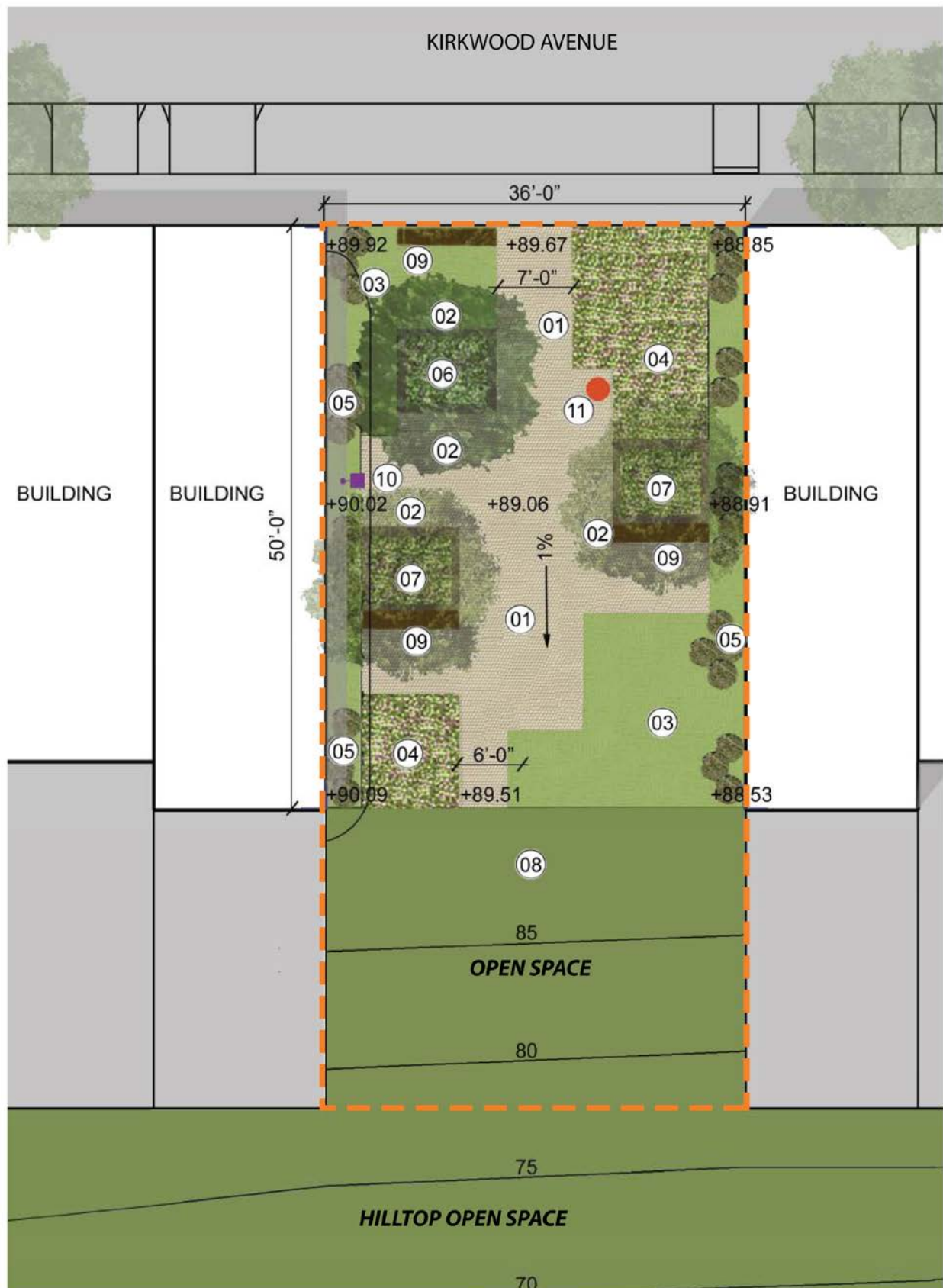
Figure 6: Pocket Park 16



5. Pocket Park 09 (75 Kirkwood Avenue, San Francisco, CA 94124)		area: 1,800 sq ft
Surfaces: Paving: 700 sq ft Irrigated plantings: 1,100 sq ft		Facilities: 6 Wood/steel benches 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> approximately 3. Includes: Serviceberry. <u>Shrubs and perennials:</u> 1,100 sq ft. Includes: Munstead Dwarf English Lavender, Evergreen Daylily, Indian Hawthorn, Winifred Gilman Cleveland Sag.		
Description: Pocket Park 09 contains paved areas divided into several bench seating areas, separated by irrigated planting areas.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 09 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 7: Pocket Park 09

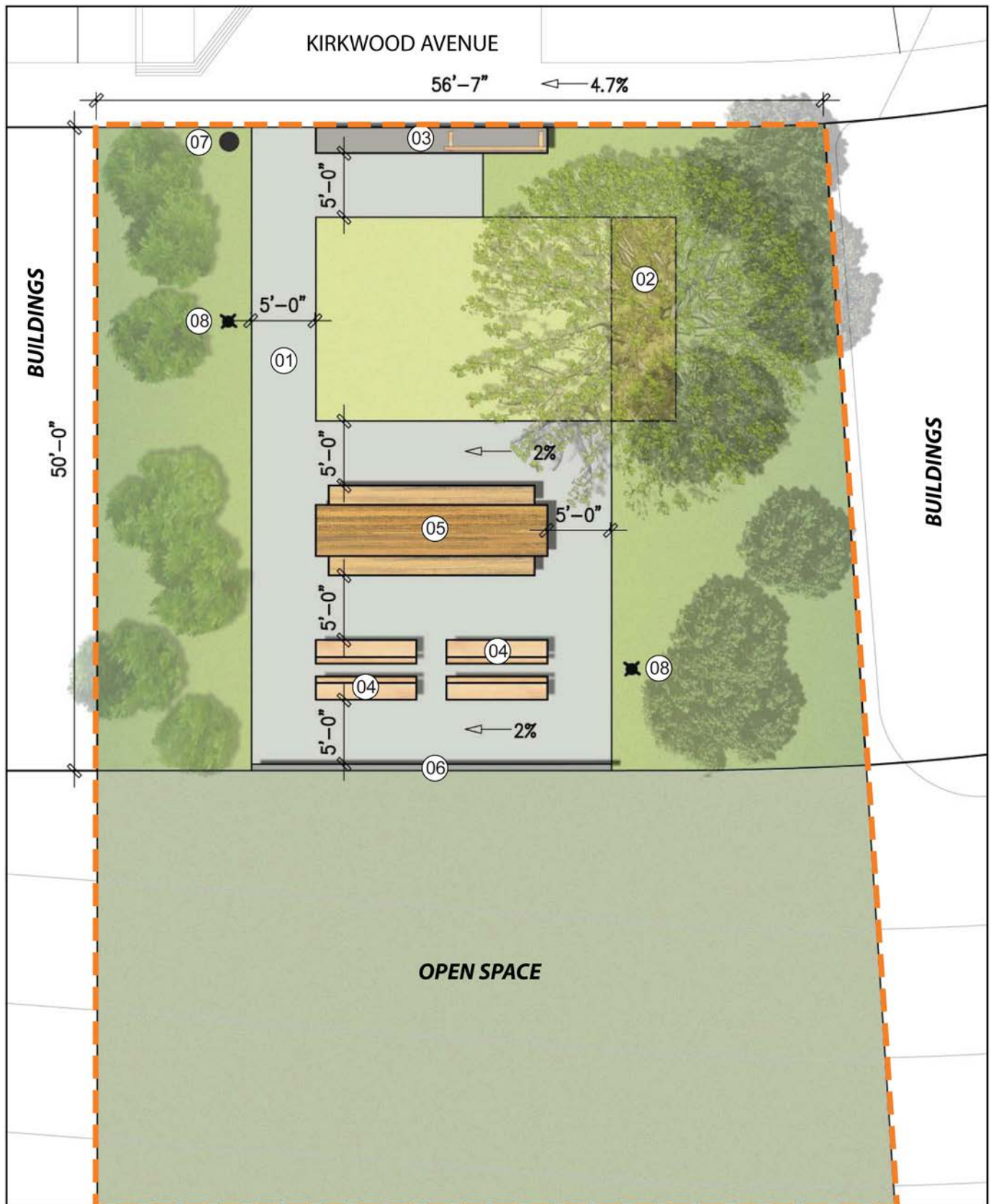
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6. Pocket Park 10 (51 Kirkwood Avenue, San Francisco, CA 94124)		area: 2,900 sq ft
Surfaces: Paving: 1,100 sq ft Irrigated plantings: 1,300 sq ft Lawn 500 sq ft		Facilities: 4 Wood/steel benches 1 Wood/steel picnic table with benches 1 Concrete seatwall 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> 1. Includes: Coast Live Oak. <u>Shrubs and perennials:</u> 1,300 sq ft. Includes: Boule Rosemary, ‘Surfer’ Phormium, Deer Grass, Seaside Daisy.		
Description: Pocket Park 10 contains a small lawn adjacent to a paved group seating area with a picnic table and benches.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 10 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 8: Pocket Park 10

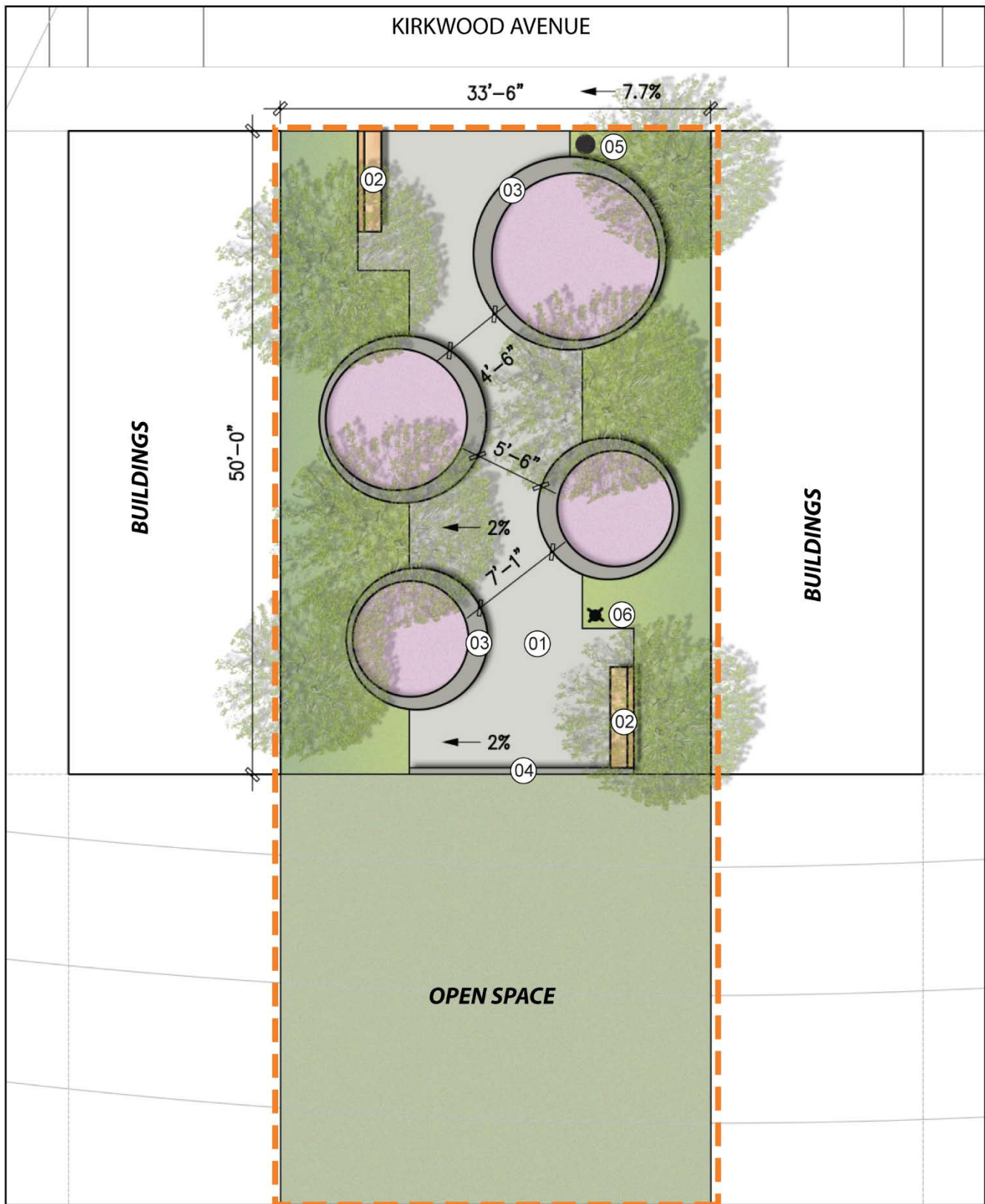
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7. Pocket Park 11 (27 Kirkwood Avenue, San Francisco, CA 94124)		area: 1,700 sq ft
Surfaces: Paving: 500 sq ft Irrigated plantings: 1,100 sq ft		Facilities: 2 Wood/steel benches 4 Concrete seat/planter walls 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> 2. Includes: Common Olive. <u>Shrubs and perennials:</u> 1,100 sq ft. Includes: Seaside Daisy, Creeping Sage, Pigeon Point Coyote Bush.		
Description: Pocket Park 11 contains a central paved corridor, bordered on both sides with irrigated plantings, with benches for seating.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 11 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 9: Pocket Park 11

Disregard the numbered markers in the Figure.



8. Pocket Park 12 (1 Kirkwood Avenue, San Francisco, CA 94124)		area: 2,900 sq ft
Surfaces: Paving: 700 sq ft Irrigated plantings: 1,200 sq ft Lawn: 900 sq ft		Facilities: 4 Wood/steel benches 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> 3. Includes: Serviceberry. <u>Shrubs and perennials:</u> 1,200 sq ft. Includes: Germander Sage, Deer Grass, Sand Strawberry, Winifred Gilman Cleveland Sag, Matilija Poppy.		
Description: Pocket Park 12 contains an open lawn area and several seating areas, including bench seating at a scenic overlook at the hill's edge.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 12 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 10: Pocket Park 12

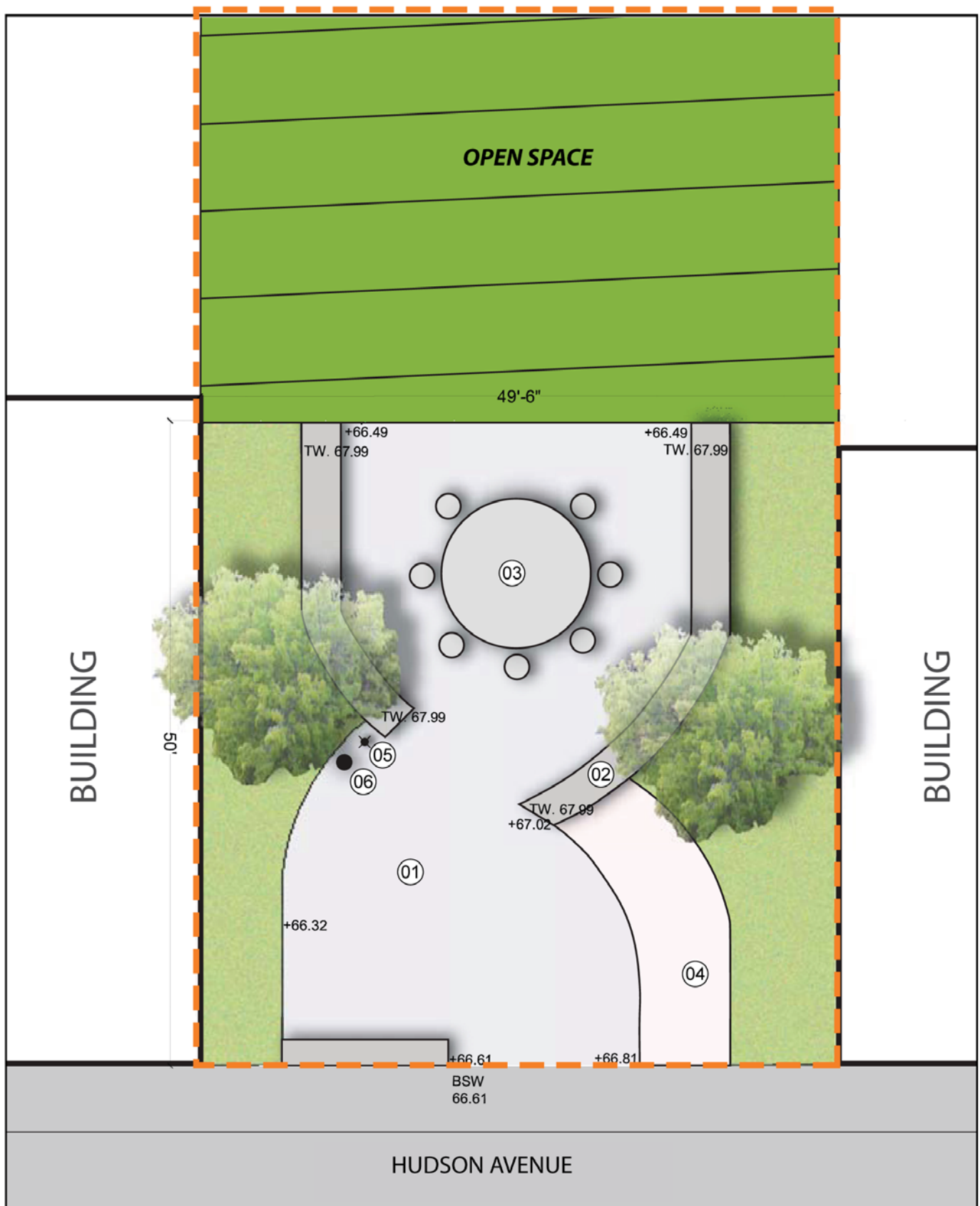
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9. Pocket Park 13 (538 Hudson Avenue, San Francisco, CA 94124)		area: 2,700 sq ft
Surfaces: Paving: 1,600 sq ft Irrigated plantings: 850 sq ft Bioretention cell (BMP): 250 sq ft		Facilities: 8 Precast concrete stump stools 1 Precast concrete table 3 Concrete seatwalls 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> 2. Includes: Common Olive. <u>Shrubs and perennials:</u> 850 sq ft. Includes: Foothill Sedge, Monterey Lilac, Creeping Sage, Sticky Monkey Flower, Douglas Iris.		
Description: Pocket Park 13 contains a paved courtyard with a concrete picnic table and stools; irrigated plantings along the border of the courtyard; and a planted bioretention cell for surface stormwater treatment.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 13 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 11: Pocket Park 13

Disregard the numbered markers in the Figure.



10. Pocket Park 14 (578 Hudson Avenue, San Francisco, CA 94124)		area: 2,400 sq ft
Surfaces: Paving: 700 sq ft Irrigated plantings: 1,700 sq ft		Facilities: 3 Precast concrete sofas 1 Concrete seatwall 1 Trash/recycling receptacle
Utilities: • Storm drains • Electrical conduits • Landscape irrigation lines • 1 Irrigation controller • 1 Backflow preventer		Public art: None
Planting: <u>Trees:</u> 8. Includes: Paperbark Tree. <u>Shrubs and perennials:</u> 1,700 sq ft. Includes: Western Sword Fern, Deer Grass, Alum Root, California Holly Grape, San Bruno Coffeeberry.		
Description: Pocket Park 14 contains a paved path leading to several separated, intimate bench seating areas providing views over the adjacent slope, surrounded by irrigated plantings.		
Reference materials: Facility details: construction permit set (Hunters Point Pocket Parks 09-14) Facility maintenance: Pocket Park 14 <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 12: Pocket Park 14

Disregard the numbered markers in the Figure.



11. Hilltop Open Space (location: see Figure 1)		area: 11 acres
Surfaces: Non-irrigated landscape: 11 acres		Facilities: 4 or more retaining walls
Utilities: • Wall drains • Subdrains		Public art: None
Planting: <u>Trees and vegetation:</u> naturally occurring native species.		
Description: The Hilltop Open Space contains primarily non-irrigated native hillside areas with naturally occurring plant species. It does not contain recreational facilities. It contains a system of concrete v-ditches, drains, and subdrains installed to repair previous landslides and stabilize slopes.		
Reference materials: Maintenance requirements: Slope and Drainage Maintenance Guidelines (Exhibit #8) Facility details: construction as-builts (Hunters Point Shipyard Development Project: Grading and Retaining Walls) (Exhibit #9)		

Figure 13: Hilltop Open Space



12. Galvez Overlook / Coleman Promenade (location: see Figure 1)		area: ½ acre
Surfaces: Decomposed granite surface: 1,500 sq ft Irrigated plantings: 13,000 sq ft Non-irrigated landscape: 13,000 sq ft Wood deck: 1,000 sq ft		Facilities: 1 Retaining wall 2 Steel/concrete seatwalls 8 Wood/concrete ballasts
Utilities: • Sewer main • Electrical conduits • Landscape irrigation lines		Public art: None
Planting: <u>Trees:</u> approximately 40. Includes: Coast Live Oak, Western Redbud. <u>Shrubs and perennials:</u> 13,000 sq ft. Includes: Carmel Sur Manzanita, Deer Grass, Blue Grama Grass, Wavy Leaf Mountain Lilac, Berkeley Sedge, Mexican Daisy, Black Sage.		
Description: Galvez Overlook, Coleman Promenade, and Storehouse Plaza form a row of open spaces along Coleman Street adjacent to the Site Office Building. Galvez Overlook is a concrete overlook with seatwalls, with views of the Bay and downtown. Storehouse Plaza, immediately outside the Site Office Building, has moveable tables and chairs and a wooden deck. Coleman Promenade is a landscaped walk along Coleman Street connecting Galvez Overlook with Storehouse Plaza. Wood and concrete ballasts salvaged from the working shipyard are placed along the promenade.		
Reference materials: Facility details: construction permit set (Hunters Point Galvez Overlook + Coleman Promenade) Facility maintenance: Galvez Overlook + Coleman Promenade <i>Operations & Maintenance Manual</i> (to be completed)		

Figure 14: Galvez Overlook / Coleman Promenade



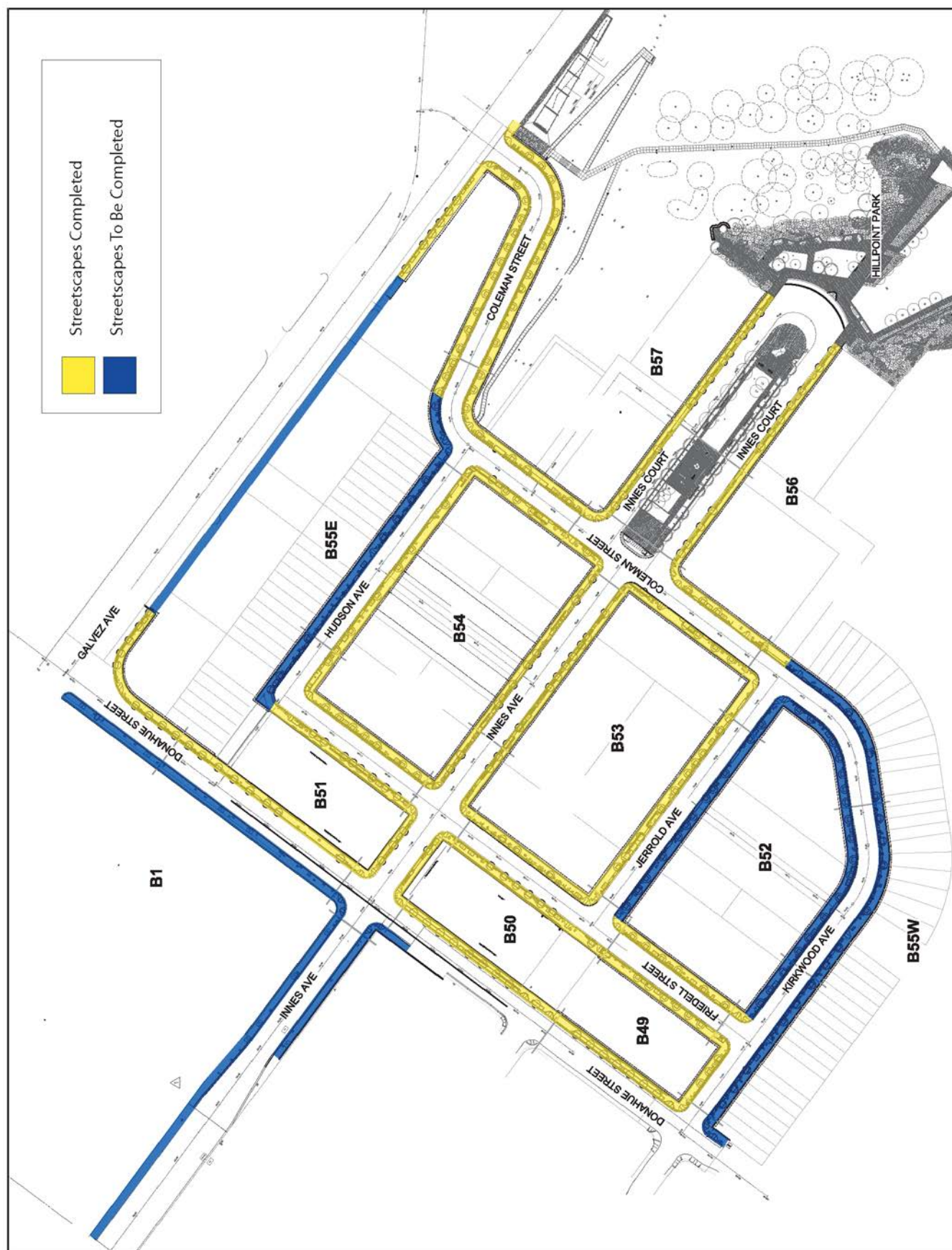
13. Site Office Building / Storehouse Plaza (451 Galvez Avenue, San Francisco, CA 94124) total lot area: 28,000 sq ft											
Areas: <table> <tr> <td>Storehouse Plaza</td><td>3,400 sq ft</td></tr> <tr> <td>Parking lot</td><td>1,500 sq ft</td></tr> <tr> <td>Irrigated plantings</td><td>2,500 sq ft</td></tr> <tr> <td>Non-irrigated areas</td><td>15,000 sq ft</td></tr> <tr> <td>Building interior</td><td>5,000 sq ft</td></tr> </table>	Storehouse Plaza	3,400 sq ft	Parking lot	1,500 sq ft	Irrigated plantings	2,500 sq ft	Non-irrigated areas	15,000 sq ft	Building interior	5,000 sq ft	Facilities: - Storehouse store (1,000 sq ft) - CAC site office (500 sq ft) - Men’s/Women’s restrooms - Closet - Janitorial closet, 4 mechanical closets - Outdoor café tables and chairs - Pre-fabricated modular construction - Windows providing interior daylighting - Reclaimed/recycled wood exterior
Storehouse Plaza	3,400 sq ft										
Parking lot	1,500 sq ft										
Irrigated plantings	2,500 sq ft										
Non-irrigated areas	15,000 sq ft										
Building interior	5,000 sq ft										
Utilities: - Landscape irrigation lines - Rooftop solar photovoltaic system - Rooftop weather monitoring system - Ultra-efficient under-floor supply HVAC system - Energy-efficient lighting systems - Water-efficient plumbing systems	Public art: <i>Bayview Horn</i>										
Planting: <u>Trees:</u> approximately 18. Includes: California Black Oak, Madrone, Western Redbud, California Buckeye. <u>Shrubs and perennials:</u> 2,000 sq ft. Includes: Deer Grass, Lupine, Trailing Manzanita, Rosemary.											
Description: The Site Office Building is located in public open space and owned by the OCII. Current uses include a 1,000-square-foot convenience store; the Site Office which provides administrative support to the OCII and the Hunters Point Shipyard Citizens’ Advisory Committee (“CAC”); and a Community Room area used flexibly for multiple uses, including meetings of CAC Subcommittees. The Community Room will be available for public reservation and use, which the Contractor will manage (see Section III of Attachment 13: Scope of Services). In various documents, the Site Office Building is referred to by other names including “Frog Building”, “Community Facilities Demonstration Project”, “San Francisco Redevelopment Agency’s Demonstration Project”, “451 Galvez Avenue”, and “Storehouse Building”. The Storehouse Plaza, adjacent to the Site Office Building, has not yet been completed. It will be a small plaza on wooden decking with moveable tables and chairs. The public art piece, <i>Bayview Horn</i>, is already located on-site.											
Reference materials: Facility details: construction permit set (Community Facilities Demonstration Project) (Exhibit #2) Facility details: construction permit set (Hunters Point Storehouse Plaza) Facility maintenance: <i>Building Systems Manual: SFRA Development at Hunters Point, 451 Galvez Avenue</i> Facility maintenance: <i>Commissioning Report: SFRA Development at Hunters Point, 451 Galvez Avenue</i> Public art maintenance: <i>Public Art Conservation and Maintenance Report (Exhibit #4)</i> and <i>Conservation Site Inspections Memo</i>											

Figure 15: Site Office Building / Storehouse Plaza



14. Hilltop Streetscapes (location: see Figure 16)		area: 11,500 linear feet of 9'-15' wide streetscapes
Surfaces: Paved pedestrian throughway: 5'-6' wide Planting/furniture/paving zone: 4'-7' wide Vancouver Strip (selected areas): 2' wide		Facilities: 23 Steel bicycle racks 20 Trash/recycling receptacles Tree/shrub planters Planting/ground cover areas Curb ramps
Utilities: • Utility laterals • Landscape irrigation lines • Electrical conduits		Public art: None
Planting: <u>Trees:</u> approximately 250-300. Includes: Maidenhair Tree, Brisbane Box, Primrose, Japanese Zelkova, London Planetree. <u>Shrubs and perennials:</u> Complementary plantings at tree planters. Includes: Berkeley Sedge, Silver Carpet, Star Jasmine, Lomandra Longifolia "Breeze", Hemerocallis Hybrids.		
Description: The Hilltop Streetscapes include all sidewalk pedestrian zones, curbs, plantings and street furniture between the public street (automobile right-of-way) and private property lines, within the boundaries of Community Facilities District No. 8. The Hilltop Streetscapes generally include a 5' to 6' pedestrian throughway zone and a 4' to 7' zone containing curbs, tree/shrub planters, paving, and street furniture including bicycle racks and trash/recycling receptacles. Limited portions of the Hilltop Streetscapes also include a 2' Vancouver Strip, a planting zone between the sidewalk and adjacent private property. Additionally, limited portions of the Hilltop Streetscapes were not constructed as part of the Hunters Point Shipyard project, and consequently feature different designs and facilities; these are nonetheless part of the Hilltop Streetscapes. Most Hilltop Streetscapes are currently in private ownership, and they must be transferred to public ownership before they can be added to any Contract for maintenance. This requires a Determination of Completeness process through the Department of Public Works, and a City Acceptance process through the Board of Supervisors. However, for the purposes of this RFP, all Hilltop Streetscapes should be included in the submitted Proposal and budget.		
Reference materials: Facility details: construction permit set (Hunters Point Shipyard – Parcel A' Phase One Open Space: Streetscape)		

Figure 16: Hilltop Streetscapes



ATTACHMENT #13

SCOPE OF SERVICES

Capitalized terms not defined in this Scope of Services have the meaning assigned to them in the Hunters Point Shipyard Phase 1 Parks, Streetscape and Property Management Request for Proposals.

Section I. Maintenance of Public Parks and Public Streetscapes

A. General. The Public Parks are those parks and open spaces identified in **Attachment #12: Facility Summary**. The Public Streetscapes are those streetscapes (sidewalks and pedestrian zones, including all plantings, furnishings and materials therein) identified in **Attachment #12: Facility Summary**.

1. The Contractor shall maintain the Public Parks and Public Streetscapes in an attractive, usable, and safe condition free of trash, debris and graffiti. Trash and debris will be removed immediately upon discovery and graffiti will be removed within twenty-four (24) hours.
2. Contractor shall ensure that the Public Parks and Public Streetscapes are served by appropriate site utilities at all times, including but not limited to:
 - a. Lighting & electrical systems;
 - b. Irrigation electrical systems;
 - c. Water systems (drinking fountains, restrooms, all park buildings); and
 - d. Trash and recycling service.
3. The Contractor shall advise OCII staff immediately of any significant facility repairs or replacements and submit cost estimates for OCII staff approval prior to commencement of work. If the cost of facility repair exceeds five thousand dollars and Contractor and its previously approved subcontractor(s) are not licensed by the California State License Board to perform that scope of repair, Contractor shall cooperate with OCII to publicly solicit and award a contract for the repair on a sealed bid basis pursuant to OCII's Purchasing Policy (Attachment #8). The Contractor shall make approved repairs and replacements in a timely manner and in accordance with OCII specifications, and repairs and replacements shall be of similar quality and workmanship to the items repaired or replaced.
4. The Contractor shall advise and assist OCII staff regarding selection and purchase of appropriate furnishing, fixtures and equipment (FF&E) for the Public Parks and Public Streetscapes.

5. The Contractor shall ensure that potentially disruptive or noisy site work, including mowing, planting and service vehicle traffic, is scheduled during non-peak use times, generally before 11:00 a.m. and between 2:00 pm and 5:00 pm; and that such work does not commence before 8:00 a.m., does not take place on Sundays, and is generally scheduled so as to avoid or minimize impacts to park users and adjacent properties.

B. Inspections.

1. The Contractor shall provide monthly the inspection reports listed in **Attachment #13a: Reporting Requirements.**

C. Lighting & Electrical.

1. The Contractor shall regularly inspect all lighting and electrical systems, and shall conduct all needed bulb replacements, maintenance and repair.
2. The Contractor shall conduct routine maintenance per manufacturer's recommendations and clean fixtures regularly to provide full light levels.
3. The Contractor shall inventory all light bulbs and keep a stock of replacement bulbs.
4. The Contractor shall maintain a Preventive Maintenance ("PM") program for all electrical panels and lighting.

D. Plumbing, Storm Drains, Sanitary Sewer, and Water Utility Facilities

1. The Contractor shall inspect and clean drains daily.
2. The Contractor shall check water meters daily.
3. The Contractor shall establish an annual testing program for back flow devices in accordance with San Francisco Public Utility Commission requirements.
4. The Contractor shall inspect storm drain, sanitary sewer, and water utility facilities regularly to assure proper working order.
5. The Contractor shall inspect and clean sand traps yearly.
6. The Contractor shall clear pipes and clean outs as necessary using approved mechanical methods.
7. The Contractor shall immediately repair any breaks or other damage.

E. Surface Stormwater Treatment Facilities (BMPs) and Surface Stormwater Conveyance Facilities: Surface stormwater treatment facilities (also known as "BMPs") are landscaped areas designed to treat stormwater and/or allow it to

infiltrate into the soil. Surface stormwater treatment facilities include, but are not limited to, vegetated swales and bioretention cells. Surface stormwater treatment facilities are identified in **Exhibit #5: Hunters Point Shipyard Parcel A' Open Space Stormwater Control Plan Application**, and **Exhibit #6: Hunters Point Shipyard Parcel A' Pocket Parks Stormwater Control Plan Application**. Surface stormwater conveyance facilities include, but are not limited to, ditches for conveying stormwater.

1. The Contractor shall keep all surface stormwater conveyance and treatment facilities free of debris, trash and litter.
2. The Contractor shall maintain all surface stormwater conveyance facilities and surface stormwater treatment facilities in accordance with Stormwater Control Plans and Maintenance Agreements.

F. Subdrains and Drainage Ditches: subdrains are drains that channel and remove groundwater in order to stabilize soils and slopes. **Exhibit #9: Subdrain As-Builts** shows the locations of subdrains.

1. The Contractor shall maintain subdrains and drainage ditches in accordance with **Exhibit #8: Slope and Drainage Maintenance Guidelines**.

G. Trash and Recycle Container Servicing

1. The Contractor shall empty trash and recycling containers when they are half full or more or have a foul odor at the time of service.
2. Sites shall be free of all litter after each landscape service.

H. Trees

1. The Contractor shall provide all work needed to achieve continued, healthy tree growth including watering; monitoring, adjusting and replacing stakes and ties; fertilizing; weeding; and disease and pest control.
2. The Contractor shall prune trees as needed to create and maintain attractive, strong, healthy and hazard-free branching structures, and to maintain and accentuate each species' natural growing habits. All tree pruning shall comply with the Pruning Standards for Trees: City and County of San Francisco, dated June 27, 2006, available at <http://sfpublicworks.org/services/tree-pruning>, as such standards may be updated from time to time.
3. Young trees shall be properly staked until roots are firmly established, especially in wind prone areas. Trees shall be staked such that they stand straight, and ties on the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or repaired. Once trees are firmly established, stakes shall be removed with no protrusion above ground.

4. Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
 5. Tree limbs shall be removed to eight feet (8') above pedestrian areas (including lawns) and fifteen feet (15') above vehicular areas, or as otherwise specified by City standards and streetscape plans and specifications.
 6. The Contractor shall replenish bark, decomposed granite, and other materials at tree wells as needed.
 7. The Contractor shall inspect trees regularly for condition, health and damage. Trees shall conform to the general shape and height of the species. Contractor shall report significantly deformed specimens to OCII staff and recommend measures to resolve the problem.
 8. When tree damage is potentially hazardous, the Contractor shall address all hazards pursuant to **Section V.A.15** of this Scope of Services, below. When tree damage is not potentially hazardous, the Contractor shall remove damaged trees or tree portions as appropriate within fourteen (14) days. All replacement trees shall be the same size and species of tree as the damaged tree, up to 36" box tree. If the tree size and species cannot be matched, the Contractor shall recommend an appropriate replacement size and species for OCII staff approval.
 9. Mechanical grass trimming and weeding around trees shall be accomplished without damaging or scarring the trunk in any way.
- I. Shrubs, Perennials and Ground Cover
1. The Contractor shall maintain shrubs, perennials and ground cover in a healthy, attractive condition.
 2. The Contractor shall water, prune, edge, weed, fertilize, aerate, remove clippings, and implement disease and pest control measures as needed to serve the requirements of each species.
 3. The Contractor shall apply special mulching and fertilizers to any acid-loving plants.
 4. The Contractor shall prevent plant growth from extending beyond curbs onto pavements, sidewalks, turf areas or buildings.
 5. The Contractor shall cultivate ground cover at least twice yearly.
 6. The Contractor shall prevent and control any erosion in areas of ground cover.

7. The Contractor shall remove or replace all failed or damaged plant materials within fourteen (14) days. Replacement plant material shall be the same size and species as the damaged or failed plants, except as approved by OCII staff.
 8. All hedge and shrub heights along fences and walls will be maintained at the height of the fence line or at an approved height.
 9. Flowering plants shall be deadheaded and trimmed on an ongoing basis to remove wilted blossoms and other defects.
 10. The Contractor shall inspect shrubs and raise any whose root crowns have settled below soil level.
 11. The Contractor shall fertilize as necessary to maintain vigorous, healthy growth.
 12. Plant beds, tree wells, and turf and lawn areas shall be free of weeds. The Contractor shall perform hand weeding where feasible. Any chemical means of weed control shall follow the Pest Management requirements below.
- J. Disease and Pest Management: pests are any unwanted insects, rodents, birds, weeds or other organisms.
1. Turf, trees and landscaping shall be disease and pest free. The Contractor shall inspect regularly for diseases and pests, and shall control any that are found under the direction of an Agricultural Pest Control Adviser licensed by the California Department of Pesticide Regulation.
 2. The Contractor shall comply with all provisions of San Francisco Environment Code Chapter 3: Integrated Pest Management Program. This includes, but is not limited to, assuming that pesticides are potentially hazardous to human and environmental health; and implementing Integrated Pest Management practices ("IPM"). The Contractor shall implement the San Francisco IPM Compliance Checklist, attached as **Exhibit #7** to this RFP, and also available at <https://sfenvironment.org/download/2016-reduced-risk-pesticide-list-and-compliance-checklist-final>.
- K. Irrigation Scheduling and Maintenance
1. Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
 2. The Contractor shall inspect lawns, trees, plantings, and irrigation systems routinely, and make needed irrigation system repairs immediately upon discovery. All systems will comply with State and local laws regarding conservation of the public water system. All controllers shall be used to their fullest programming capability.

3. The Contractor shall generally schedule irrigation when parks are closed, and not between 8:00 a.m. and 5:00 p.m. The Contractor shall perform supplemental daytime watering as needed.
4. The Contractor shall comply with all applicable provisions of the SFPUC Rules and Regulations Governing Water Service to Customers, Section F: Water Efficient Irrigation (see <http://sfwater.org/Modules/ShowDocument.aspx?documentid=387>). These regulations include, but are not limited to:
 - a. Irrigation scheduling shall be regulated by automatic irrigation controllers.
 - b. Irrigation schedules for each station shall consider: (a) irrigation interval (days between irrigation); (b) irrigation run times (time period per irrigation event to avoid runoff); (c) number of cycle starts required for each irrigation event to avoid runoff; (d) application rate setting; (e) plant type setting; (f) soil type; and (g) slope factor setting.
 - c. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it.
 - d. Runoff to sidewalks, streets and hardscapes is prohibited.
 - e. Watering landscapes with potable water during and within forty-eight (48) hours after a rain event is prohibited.

L. Paved Surfaces, Decomposed Granite Paths, and Unpaved Walkways

1. Paved surfaces, including but not limited to areas topped with asphalt, concrete, brick and pavers, shall be kept clean of all litter, waste, spills, gum, paint, chalk, dirt, weeds, plant materials and debris such that they are attractive and safe.
2. The Contractor shall inspect paved surfaces weekly for lifted, separated, cracked, or otherwise damaged paving and initiate repairs as needed.
3. The Contractor shall buff stone pavers with a stone scrubber machine as needed.
4. No standing water from irrigation shall be permitted on sidewalks or pathways.
5. Contractor shall inspect sidewalks and pathways regularly during or following rainfall to identify locations where water pools, and shall repair sidewalks and pathways as needed to eliminate the pooling.
6. Unpaved walkways and other unplanted surfaces, including but not limited to designated paths and trails with porous surfacing, shall be level, smooth and free of weeds, debris, and litter such that they are attractive and safe.

M. Turf and Lawn Areas

1. All turf and lawn areas shall support their designed uses. The Contractor shall

maintain all turf and lawn areas in a vigorous and healthy condition with an even and uniform surface, color and soil moisture. Turf will not exhibit bare spots. Turf will be weed free. Turf heights shall be 2.5-3 inches.

2. The Contractor shall edge trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, and other objects such that the site looks groomed and neat at all times.
3. The Contractor shall aerate turf and lawn areas as needed, but no less than two times per year.
4. The Contractor shall perform reseeding or sod replacement as needed.

N. Fencing and Walls

1. The Contractor shall inspect and clean fence and wall surfaces daily, and shall immediately remove all unpermitted postings.
2. The Contractor shall remove and treat for graffiti pursuant to specifications and manufacturers' recommendations.

O. Site Furnishings and Signage

1. Site furnishings, including but not limited to benches, tables, trash containers, bicycle racks, drinking fountains, and play equipment shall be inspected weekly for condition and defects, and the Contractor shall initiate necessary repairs and replacements.
2. Site furnishings shall be pressure washed and/or cleaned as needed to maintain in clean condition.
3. The Contractor shall clean signage as needed to remove dirt or rust.
4. The Contractor shall replace signs when damaged or as information is updated. All replacement signs shall be approved by OCII staff.

P. Playground

1. The Contractor shall inspect the playground and sweep the playground surface twice daily. The Contractor shall remove all debris immediately upon discovery.

Q. Woodwork

1. The Contractor shall allow wood to weather naturally.
2. The Contractor shall inspect wood regularly for cracking, splintering or other

damage, and shall initiate repairs as needed.

3. The Contractor shall address any hazardous woodwork conditions immediately.

R. Public Art: The Public Art consists of those art pieces identified in **Exhibit #3: Public Art Locations**. Maintenance requirements and techniques for the Public Art are described in **Exhibit #4: Public Art Maintenance Report**.

1. The Contractor shall regularly inspect and maintain the Public Art in accordance with the recommendations in the Public Art Maintenance Report.

2. The Contractor shall notify OCII staff immediately of any significant needed repairs or maintenance to the Public Art.

S. Non-Irrigated Areas: Non-Irrigated Areas are those areas of the Public Parks which are characterized by having no installed irrigation, native or wild landscapes rather than landscaped plantings, and few facilities for public use. Non-Irrigated Areas can be identified by reviewing the Irrigation Plan section of each facility's permit set.

1. The Contractor shall maintain Non-Irrigated Areas to the same standards as other areas of the Public Parks as regards trash, graffiti, maintenance of paths and areas for public use, maintenance of site furnishings, maintenance of all facilities and utilities above ground and underground, and maintenance of fencing and walls.

2. The Contractor shall maintain trees and plants in the Non-Irrigated Areas as needed to maintain the appearance and safety of the Non-Irrigated Areas.

3. The Contractor shall regularly control plant species and remove dead or dry plant material in the Non-Irrigated Areas as needed to prevent accumulation of flammable materials.

4. The Contractor shall regularly inspect the Non-Irrigated Areas for trash, debris and dumping and shall promptly remove all such items.

T. Persons in Need of Supportive Services

1. The Contractor shall regularly inspect the Public Parks, Public Streetscapes and Non-Irrigated Areas for signs of camping and persons that are homeless or in need of supportive services.

2. The Contractor shall not interact with persons that are homeless or in need of supportive services, but shall contact the San Francisco Homeless Outreach Team by calling 311 or 415-355-7401 to request homeless outreach. More information about the San Francisco Homeless Outreach Team can be found at <http://dhsh.sfgov.org/services/outreach-and-homelessness-prevention/>.

Section II. Property Management and Janitorial Services

A. General. The Site Office Building is the building identified by that name in **Attachment #12: Facility Summary.**

1. OCII staff may at its sole discretion assign janitorial services and property management services for the Site Office Building, or any portion thereof, to an occupying tenant or another party, and remove the services so assigned from this Contract.

B. Property Management Services

1. The Contractor shall inspect all areas of the Site Office Building weekly to assess needed repairs and replacements, and shall initiate such repairs and replacements in a timely fashion.
2. The Contractor shall advise OCII staff immediately of any significant necessary facility repairs or replacements and submit cost estimates for OCII staff approval. The Contractor shall make approved repairs and replacements in a timely manner and in accordance with OCII specifications.
3. The Contractor shall inspect all areas of the Site Office Building weekly for signs of pest infestation, and shall initiate pest control measures as needed.
4. The Contractor shall regularly inspect and maintain all Site Office Building systems, including but not limited to lighting, plumbing, air conditioning, exhaust fans, heat pumps, water heaters, thermostats, electrical hand dryers, and photovoltaic systems, in accordance with the Site Office Building Systems Manual (www.sfocii.org/site-office-bsm), and in accordance with plans, specifications, and manufacturer's recommendations.
5. The Contractor shall conduct semi-annual maintenance on HVAC units and clean condenser coils and replace filters as needed.
6. The Contractor shall review bills from, and make payments to, entities providing services to the Site Office Building, including but not limited to electrical service, water and sewer service, and trash hauling service, in accordance with the Budget approved by OCII staff.

C. Janitorial Services

1. The Contractor shall provide daily janitorial service to the Site Office Building, including all interior and exterior spaces.
2. The Contractor shall provide janitorial services to areas of the Public Parks or the Site Office Building used for events, and adjacent public restrooms, immediately after each event use. These services shall be paid for by the event client.

3. The Contractor shall clean restrooms in the Site Office Building as needed. Restroom cleanings will include:
 - a. Restock all restrooms with supplies including paper towels, toilet tissues, seat covers and hand soap, as required.
 - b. Wash and polish all mirrors, dispensers, faucets, flush meters and brightwork with non-scratch disinfectant cleaner. Wipe dry all sinks.
 - c. Wash and sanitize all toilets, toilet seats, urinals, and sinks with non-scratch disinfectant cleaner.
 - d. Disinfect and polish all partitions, tile walls, dispensers, doors and receptacles.
 - e. Polish all stainless steel thoroughly.
 - f. Remove stains and descale toilets, urinals and sinks, as required.
 - g. Mop all restroom floors with disinfectant solution.
 - h. Empty and sanitize all waste, sanitary napkin and tampon receptacles.
 - i. Inspect all faucets, valves, and toilets daily and repair any problems immediately
4. In the Restrooms, the Contractor shall weekly:
 - a. Dust all low reach and high reach areas, including but not limited to structural ledges, mirror tops, partition tops and edges, air conditioning diffusers and return air grilles.
5. In the Restrooms, the Contractor shall monthly:
 - a. Wipe down all tile walls and metal partitions such that they are left clean and unstreaked.
 - b. Clean all ventilation grills.
 - c. Dust all doors and door jambs.
6. The Contractor shall maintain restroom condition reports which detail items in need of replacement or repair due to use or vandalism.
7. The Contractor shall provide a restroom attendant for additional hours of operation before 9:00 a.m. or after 6:00 p.m. during special events with an hourly reimbursement to be provided by the event client.
8. The Contractor shall require the restroom attendant to immediately advise any individual whom he or she suspects of violating Park Rules or behaving in ways which may be offensive to other users to stop, and should the behavior continue, will immediately request assistance from site security staff.

9. In the Site Office Building, the Contractor shall clean interior and exterior glass walls twice per year, and shall clean glass doors daily or as needed.
10. In the Site Office Building, the Contractor shall daily (seven times per week):
 - a. Vacuum and spot clean any carpets.
 - b. Dust mop all resilient and composition floors with treated dust mops. Damp mop to remove spills and water stains as required.
 - c. Dust all desks, office furniture, and conference room tables with treated dust cloths. No oil or polish will be used, nor will papers and folders on desks be moved.
 - d. Empty all wastepaper baskets and other trash containers. Wipe exterior of containers and change liners, if needed.
 - e. Adhere to building recycling program. Remove paper or cardboard to designated recycling area.
 - f. Remove all trash from floors and place in the designated trash areas.
 - g. Remove fingerprints, dirt smudges, graffiti, and other blemishes from all door frames, glass partitions, light switches, and walls.
 - h. Return chairs and wastebaskets to proper positions.
 - i. Clean, sanitize and polish drinking fountains and/or water dispensers, and empty waste water as needed.
11. In the Site Office Building, the Contractor shall weekly:
 - a. Dust inside of all door jambs.
 - b. Wipe clean and polish all brightwork.
 - c. Edge vacuum all carpeted areas.
12. In the Site Office Building, the Contractor shall monthly:
 - a. Dust all high reach areas including, but not limited to, tops of door frames, structural and furniture ledges, air-condition diffusers and return grilles, tops of partitions, picture frames, and other exterior surface high reach areas.
 - b. Dust all low reach areas including, but not limited to, chair rungs, structural and furniture ledges, baseboards, windowsills, door louvers, wood paneling, molding, and other exterior surface low reach areas.
 - c. Sanitize all telephone receivers.
13. In the Site Office Building, the Contractor shall maintain the janitorial closet. The janitorial closet shall be stocked with all equipment and supplies needed

for routine cleaning and maintenance tasks.

14. In the janitorial closet, the Contractor shall daily (seven times a week):

- a. Maintain the janitorial closet in a neat and orderly fashion.
- b. Discard any old chemicals and general trash.
- c. Sweep and/or mop flooring.
- d. Clean and disinfect slop sink.

15. The Contractor shall at all times:

- a. Clearly label all cleaning chemicals and keep them in a locked cabinet or box in the janitorial closet.
- b. Ensure that current Materials Safety Data Sheets (“MSDS”) for all cleaning chemicals are current and are posted in the janitorial closet.
- c. Keep the up-to-date Safety Handbook in an accessible location in the janitorial closet.
- d. Post emergency phone numbers in the janitorial closet.
- e. Comply with all local, state, and federal health and safety laws.
- f. Ensure that janitorial staff are regularly trained in health and safety, including chemical storage and disposal procedures, locations of Materials Safety Data Sheets, the Safety Handbook, and emergency phone numbers.

Section III. Event Support Services

- 1. The Contractor shall draft, and submit to OCII staff for approval, a Use Guidelines and Fee Schedule for commercial and non-commercial reservation and use of the Site Office Building and areas of the Public Parks that may be reserved, as detailed in **Attachment #13a: Reporting Requirements**. Fees shall be set such that that Contractor may recover costs of providing event services.
- 2. The Contractor shall implement the Use Guidelines and Fee Schedule once approved by OCII staff.
- 3. The Contractor shall review the Use Guidelines and Fee Schedule annually and submit any proposed changes to OCII staff for review and approval, as detailed in **Attachment #13a: Reporting Requirements**.
- 4. The Contractor shall submit a Report on Fees annually as listed in **Attachment #13a: Reporting Requirements**.
- 5. The Contractor shall manage public reservations, permits and use for the Public Parks and the Site Office Building in accordance with the approved Use

Guidelines and Fee Schedule. The Contractor shall provide the public with phone and email contact methods for submitting event permit applications, and shall respond in a timely manner to all such applications.

6. The Contractor shall accept, review and respond to permit applications and shall take all actions associated with permits, including collection of fees and evidence of insurance.
7. The Contractor shall maintain a master events calendar for coordination of reservations.
8. OCII Site Office staff will regularly schedule and facilitate meetings of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee ("CAC") and other Project-related meetings in the Site Office Building. The Contractor shall coordinate with OCII Site Office staff and ensure that all meetings scheduled by OCII Site Office staff are reflected in the master events calendar.
9. The Contractor shall ensure that event clients secure all applicable local, state, and federal permits prior to the Contractor's issuance of an event permit.
10. The Contractor shall ensure that staff are trained to advise permit applicants regarding other needed city permits, such as sound permits, itinerant show permits, health permits and applicable fire or alcohol permits.
11. The Contractor shall ensure that all events are appropriate uses for the Event Areas.
12. The Contractor shall provide logistical and janitorial support for all events, including but not limited to providing access to reserved areas of the Site Office Building and performing clean-up following events.
13. The Contractor shall ensure that limitations on occupancy and other life-safety codes are strictly enforced at all events.
14. The Contractor shall provide supervision sufficient to ensure that all event staging materials and equipment are properly installed and used such that park improvements and the Site Office Building are protected from damage.

Section IV. Administrative Requirements

A. Financial and Reporting Requirements

1. The Contractor shall prepare and submit all reports listed in **Attachment #13a: Reporting Requirements**.
2. The Contractor shall prepare and submit an annual Capital Asset Management Plan ("CAMP") as described in **Attachment #13a: Reporting Requirements**.

3. The Contractor shall provide professional bookkeeping necessary to maintain the records specified in this Contract. The Contractor shall keep books available for inspection at all times, and shall retain them for seven years.
4. The Contractor shall maintain the following separate bank accounts:
 - a. Interest-bearing money market account: for the deposit of permit fees, OCII reimbursements of operating expenses, and any other revenues generated through this Contract. The Contractor shall transfer funds as needed from this account to the general checking account for disbursement of operating expenses.
 - b. General checking account: for disbursement of all operating expenses as approved by OCII in Work Plans and Budgets submitted pursuant to **Attachment #13a: Reporting Requirements**.
5. The Contractor will provide a monthly reconciliation of both bank accounts along with copies of all deposit receipts to OCII as indicated in **Attachment #13a: Reporting Requirements**.
6. The Contractor may only maintain funds for this Contract in the bank accounts specified above, and may not commingle these funds in any other accounts, or with funds from other contracts with OCII or any other entity.

B. Planning and Communications Requirements

1. The Contractor shall publicly post and provide phone and email contacts where members of the public may request trash removal, graffiti removal, maintenance, and other services needed to maintain the Public Parks, Public Streetscapes, and Site Office Building. The Contractor shall respond to such requests within one (1) business day.
2. The Contractor shall publicly post and provide an emergency contact phone number for emergencies related to maintenance and safety in the Public Parks, Public Streetscapes and Site Office Building. Staff properly trained in responding to such emergencies shall staff the phone number at all times (24 hours per day, 365 days per year).
3. The Contractor will work with OCII staff as needed to provide content for OCII and/or City websites, 311 service, or other means of public communication.
4. The Contractor shall attend meetings of the Mayor's Hunters Point Shipyard Citizens' Advisory Committee and the OCII Commission as requested by OCII staff.

C. Construction/Project Management

1. As requested by OCII staff, the Contractor shall review designs, work plans,

and schedules associated with the design and construction of new parks, open spaces, and streetscapes.

2. As requested by OCII staff, the Contractor shall attend meetings related to new park, open space and streetscape construction.
3. As requested by OCII staff, the Contractor shall provide advice on management, maintenance, and operation of existing and new parks.
4. As requested by OCII staff, the Contractor shall inspect new parks, open spaces, and streetscapes as they are completed; certify that they have been completed in accordance with plans and specifications; identify any concerns related to operations and maintenance; and assist OCII staff with the development of punch lists for unfinished or outstanding construction items.
5. The Contractor shall act as OCII's agent to enforce construction guarantees on new parks during their warranty periods.

Section V. General

A. General Requirements

1. The Contractor shall conduct quality control of all operations and ensure performance of all work in this Scope to the satisfaction of OCII staff.
2. The Contractor shall provide at Contractor's sole expense all necessary supplies and equipment for all work in this Scope of Services.
3. The Contractor shall bear sole responsibility for negotiating, securing and managing all subcontracts.
4. The Contractor shall negotiate, secure and manage all subcontracts in accordance with OCII's Purchasing Policy (**Attachment #8**).
5. The Contractor shall attend to all legal responsibilities entailed in all work in this Scope of Services, and shall ensure compliance with all local, state and federal codes and regulations pertaining to all work in this Scope of Services, including those pertaining to workplace safety and toxic chemicals.
6. The Contractor shall ensure that all required licensing and bonding is maintained for any employee, subcontractor, or other person engaged in all work in this Scope of Services.
7. The Contractor ensure that the same workers are assigned on a regular basis to ensure continuity of work standards and practices.
8. The Contractor shall provide appropriate training, including emergency

preparedness training to all employees, subcontractors and other persons engaged in all work in this Scope of Services.

9. The Contractor shall screen all employees, subcontractors and other persons engaged in all work in this Scope of Services for any past record relevant to their suitability for their position and responsibilities.
10. The Contractor shall provide the services of an Engineer for any tasks required under the Contract scope which require engineering expertise, including but not limited to the maintenance of subdrains, drainage ditches, retaining walls and other underground facilities; the preparation of Capital Asset Management Plans as detailed in **Attachment #13a: Reporting Requirements**; and certifying that newly completed parks have been built in accordance with plans and specifications.
11. The Contractor shall properly dispose of all waste, rubbish, green waste, and recycling materials once collected.
12. The Contractor shall assume sole responsibility for any repairs or replacements required as a result of negligence by the Contractor or its subcontractors. Replacements shall be similar to the items replaced.
13. The Contractor shall maintain all systems, facilities and improvements in accordance with plans (permit sets), plan specifications, as-built plans, operations and maintenance manuals, and manufacturer specifications, unless otherwise agreed upon by OCII staff.
14. The Contractor shall comply with all requirements established under Article 31 of the San Francisco Health Code, which relates to subsurface activities (for example digging). In the Hilltop neighborhood, where the Public Parks, Public Streetscapes, and Site Office Building are located, Article 31 applies to any subsurface activity which moves more than 50 cubic yards of soil. If additional facilities are added to the contract in the future, they may be subject to different requirements under Article 31, and the Contractor shall understand and comply with all such requirements.
15. The Contractor shall routinely inspect all facilities for hazards, and shall address and remove such hazards immediately upon discovery. The Contractor shall close areas containing hazards to the public until the hazards are addressed and the areas are safe for use, and shall advise OCII staff immediately of any such closures.

ATTACHMENT #13a

REPORTING REQUIREMENTS

The Contractor will be responsible for providing the following reports and/or deliverables:

Report and/or Deliverable	Due date
A. Budget	
1. <u>Preliminary Work Plan and Budget.</u> The Contractor will prepare and submit a Preliminary Work Plan and Budget for the next fiscal year in Excel format. The Preliminary Work Plan and Budget will be organized into (a) operations and (b) capital expenses, categorized into individual facilities as defined in Attachment #12: Facility Summary, and subcategorized into the following expense categories: (1) Staffing, (2) Materials and Supplies, (3) Contractual Services, (5) Insurance and Utilities, and (6) Management Fee. The Preliminary Work Plan and Budget shall demonstrate that the total cost of the RFP Services as a share of the Community Facilities District No. 8 budget is proportional to the RFP Services as a share of all services funded through Community Facilities District No. 8. OCII staff and the contractor will consult and work together to refine the Preliminary Work Plan and Budget by March 1st.	Within 90 days of Contract commencement, and annually on January 1 st thereafter (for fiscal year beginning July 1 st)
2. <u>Final Work Plan and Budget.</u> OCII staff will provide comments on the Preliminary Work Plan and Budget. Based on OCII staff's comments, the Contractor will prepare and submit the Final Work Plan and Budget for the next fiscal year in Excel format.	Annually on March 1 st (for fiscal year beginning July 1 st)
3. <u>Revised Final Work Plan and Budget.</u> OCII staff will provide revenue information for Community Facilities District No. 8 for the following calendar year when it is available, approximately in June. Based on this information, the Contractor will prepare and submit the Revised Final Work Plan and Budget for the fiscal year in Excel format. (The Revised Final Work Plan and Budget will be completed after the start of the fiscal year.)	Annually on August 1 st (for fiscal year beginning July 1 st)
4. <u>Preliminary Capital Asset Management Plan.</u> The Contractor will prepare and submit a Capital Asset Management Plan ("CAMP") with tables in Excel format and narrative in Word format. The CAMP shall contain (a) an	Annually on January 1 st

inventory of all facilities in the Public Parks, Public Streetscapes and Site Office Building with significant replacement costs, (b) each facility's estimated date of replacement and complete cost of such replacement including equipment and labor, and (c) the recommended annual contribution to a Capital Reserve Fund to ensure that on the estimated replacement date for each facility, the Capital Reserve Fund contains sufficient funding for such replacement. Based on this information, the CAMP shall contain projections of annual contributions, expenses, and fund balance for the Capital Reserve Fund for 60 years. The CAMP should indicate the source of all assumptions and information used to estimate facility lifespans and replacement costs. The Contractor will regularly inspect all facilities, and based on such inspections as well as expertise and experience, will update estimated facility replacement dates and replacement costs in the CAMP. 5. <u>Final Capital Asset Management Plan.</u> OCII staff will provide comments on the CAMP. Based on these comments, the Contractor will prepare and submit, for OCII staff approval, the Final Capital Asset Management Plan with tables in Excel format and narrative in Word format.	Annually on March 1st
<u>B. Reservation and Use of Public Parks and Park Buildings</u> 1. <u>Use Guidelines and Fee Schedule.</u> The Contractor will draft, for OCII staff approval, Use Guidelines and Fee Schedule for reservations and events in the Public Parks and Park Buildings, including identifying facilities and areas available for reservation, policies for reservations, insurance requirements, fees for commercial and non-commercial users, and the proposed system for reservations and permitting (contact methods, response procedures, etc.). Fees shall be set such that that Contractor may recover costs of providing event services. The Contractor will annually submit a Report on Fees detailing fee revenues, and an updated Use Guidelines and Fee Schedule, for OCII staff review and approval.	Within 90 days of contract commencement Annually on January 1st

C. <u>Monthly Management Report:</u> The Contractor will provide a Monthly Management Report containing the following: 1. <u>Monthly Overview.</u> A description of all activities during the previous month in an executive summary. 2. <u>Staff Trainings Summary.</u> A list of staff trainings held, with dates. 3. <u>Use Permits and Events Summary.</u> A list of permits issued for use of the Public Parks and Park Buildings, fees paid, and events held. 4. <u>Maintenance Summary.</u> A list of landscaping and maintenance activities for the Public Parks and Public Streetscapes, organized by park; and maintenance issues that arise including, but not limited to, vandalism, graffiti, and needed repairs. 5. <u>Janitorial Maintenance Summary.</u> A list of janitorial activities for the Park Buildings, including but not limited to signs of pest infestation and needed repairs and replacements. 6. <u>Inspection Reports.</u> The results of required monthly inspections: a. OCII inspection reports: i. Safety inspection ii. Storm system inspection iii. Drainage inspection iv. Woodwork inspection v. Lighting inspection vi. Vandalism inspection vii. Horticultural Inspection b. Landscaping Report c. Horticultural Summary 7. <u>Soil Fertility Test (Quarterly).</u> Soil Fertility Test report, with analysis, from testing laboratory approved by OCII staff. 8. <u>Parks Commissioning Summary.</u> A summary of all inspection and certification activities in newly completed or nearly completed parks.	One week after the last day of each month
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9. <u>Article 31 Reporting</u>. Copies of any reports, plans or other documents filed with the Department of Public Health pursuant to the requirements of San Francisco Health Code Article 31 (see Scope of Services for further details). 10. <u>Recommended Changes to Park Rules</u>. Any recommended changes to park rules for OCII staff review, as deemed appropriate by the Contractor. (Rule changes shall be made only as approved by OCII.) 11. <u>Financial Reports</u>. Financial statements for the previous month and year-to-date, including (a) month-end general ledger, (b) checking account registers (with copies of checks and invoices), (c) variance reports comparing budgeted expenditures with actual expenditures, (d) checking and savings account reconciliations, and (e) supporting documentation. 12. <u>Reimbursement Request</u>. Requested reimbursement pursuant to the Contract for services, expenses and management fee.	
D. <u>Prevailing Wage Provisions</u> 1. As required under the Bayview Hunters Point Employment and Contracting Policy (Attachment #7), the Contractor will submit to OCII staff weekly certified payroll reports on each of its construction or landscape maintenance employees to OCII’s electronic payroll system (Elation).	Weekly before 12:00 noon on Wednesday
E. <u>Miscellaneous</u> 1. <u>Emergency Preparedness Plan</u>. The Contractor will prepare, submit for OCII staff approval, and implement an Emergency Preparedness Plan. The Emergency Preparedness Plan will outline management and staff responsibilities, evacuation procedures, management and staff duties in an emergency situation, and preventative maintenance such as maintaining life safety inspection and records logs. The Contractor will work cooperatively with the San Francisco Police Department and the San Francisco Fire Department on entrance and exit procedures and will coordinate such procedures with adjacent uses.	Initial Emergency Preparedness Plan: 90 days after Contract start

The Contractor will submit annual updates to the Emergency Preparedness Plan for OCII staff review and approval.	Updated Emergency Preparedness Plan: annually on September 1 st
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Attachment 14: Relevant Experience Form

Hunters Point Shipyard Parks, Streetscape and Property Management RFP

A. Current/recent contracts in past five years

1. LANDSCAPE MAINTENANCE SERVICES

No.	Dates	Client	Client Type	Key Client Contact	Role of Firm	Work Provided
			<i>Government agency, private company, non-profit, etc.</i>	<i>Include name, title, address, and phone number</i>		<i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

2. PROPERTY MANAGEMENT, JANITORIAL AND EVENT ADMINISTRATION SERVICES

No.	Dates	Client	Client Type	Key Client Contact	Role of Firm	Work Provided
			<i>Government agency, private company, non-profit, etc.</i>	<i>Include name, title, address, and phone number</i>		<i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

3. MANAGING WORK PLANS, BUDGETS AND CAPITAL FACILITIES BUDGETS AS DESCRIBED IN ATTACHMENT 13a: REPORTING REQUIREMENTS

No.	Dates	Client	Client Type	Key Client Contact	Role of Firm	Work Provided
			<i>Government agency, private company, non-profit, etc.</i>	<i>Include name, title, address, and phone number</i>		<i>Include locations of work and descriptions of work provided</i>
1						
2						
3						
4						
5						
6						

Add additional lines as needed.

B. Detailed description of up to three contracts most relevant to this RFP

1	Client:
Description:	
2	Client:
Description:	
3	Client:
Description:	

Attachment #15: Property Management Experience

Please complete this chart to describe all comparable projects managed in the past five years, preferably in San Francisco.

Property Manager Name: _____

Project Name and Address	Dates Managed (if contract was terminated by owner, describe circumstances)	Owner's Name	Property Type (i.e. rental homes, owned homes, retail/commercial , institutional, etc.)	Population Served (property owner, etc.)	Management responsibilities

NOTE: This form will be posted along with the RFP on the Agency's website and can be downloaded and filled out electronically. The completed form must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.