

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 36-2021

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH SCHOLARSHIP AMERICA FOR SCHOLARSHIP APPLICATION AND MANAGEMENT SERVICES ON BEHALF OF THE LEGACY FOUNDATION FOR BAYVIEW HUNTERS POINT FOR THE LENNAR BAYVIEW SCHOLARSHIP FUND AND THE COLLEGE LIVING STIPENDS FUND FOR A CONTRACT TERM OF FIVE ACADEMIC YEARS TO EXPIRE NO LATER THAN JANUARY 31, 2027, AND A TOTAL CONTRACT AMOUNT NOT-TO EXCEED \$547,500 (INCLUDING UP TO \$40,000 FOR COSTS OF ADMINISTRATION) FROM THE PHASE 1 AND PHASE 2 COMMUNITY FUND FOR SCHOLARSHIP ADMINISTRATION AND AWARDS; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREAS

- WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq.), the Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") undertook programs for community redevelopment within the City, including within the Hunters Point Shipyard ("**HPS**") and Bayview Hunters Point ("**BVHP**") Redevelopment Project Areas; and,
- WHEREAS, OCII and HPS Development Co., L.P. ("**Phase 1 Developer**") are party to that certain Disposition and Development Agreement for Hunters Point Shipyard Phase 1 (dated as of December 2, 2003, as amended and as may be further amended from time to time, the "**Phase 1 DDA**"); and,
- WHEREAS, The Phase 1 DDA requires the Phase 1 Developer to pay an advance of One Million Dollars (\$1,000,000) to the Community Benefits Fund for HPS Phase 1 (the "**Phase 1 Fund**") to be administered in accordance with the Phase 1 DDA; and,
- WHEREAS, The Community Ownership, Financing and Benefits Program, included as Attachment 23 to the Phase 1 DDA, calls for the creation of the BVHP Representative Entity, a quasi-public entity representing the BVHP area (sometimes referred to as the QPE and now formally referred to as The Legacy Foundation for Bayview Hunters Point or the "**Legacy Foundation**") charged with analyzing community needs and making recommendations to the Commission on the use of community benefits funds paid to OCII under the Phase 1 DDA, including the Phase 1 Fund; and,

WHEREAS, Specifically, the Phase 1 DDA provides that the Legacy Foundation fulfill the following principles: (a) have meaningful community representation with members recruited and selected through an open and fair public process; (b) as a quasi-public body, operate in conformance with all applicable laws and regulations governing conflicts of interest and open public meetings; (c) make recommendations that ensure the BVHP area and not just a few individuals benefit from the use of community benefits funds; (d) that transparency and public accountability will necessarily guide all operations and actions; (e) use of funds will focus on building the capacity of existing community-based entities wherever possible; and (f) use of funds will be geared towards leveraging additional outside sources of funds to the maximum; and,

WHEREAS, OCII and CP Development Co., LLC ("**CP/Phase 2 Developer**") are party to that certain Disposition and Development Agreement for Candlestick Point and Hunters Point Shipyard Phase 2 (dated as of August June 3, 2010, as amended and as may be further amended from time to time, the "**CP/Phase 2 DDA**"), which requires the CP/Phase 2 Developer to make additional Community Benefits Funds contributions ("**Phase 2 Funds**") and carries forward the role of the Legacy Foundation in administering these funds; and,

WHEREAS, The Former Agency was dissolved in 2012 in accordance with California Health and Safety Code §§ 34170 *et seq.* (the "**Dissolution Law**"), and under Dissolution Law and San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("**Commission**") and delegating to it state authority under the Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as the Office of Community Investment and Infrastructure, or "**OCII**") is responsible for implementing the HPS and BVHP Redevelopment Projects and fulfilling the enforceable obligations under the Phase 1 DDA and CP/Phase 2 DDA; and,

WHEREAS, By letter dated December 14, 2012, the California Department of Finance ("DOF") finally and conclusively determined that the Phase 1 DDA and the CP/Phase 2 DDA, including the Community Benefits obligations, are Enforceable Obligations in accordance with the Dissolution Law; and,

WHEREAS, In pursuing its mission and strategies, the Legacy Foundation adopted a Five-Year Strategic Plan that identifies three areas of priority in response to community needs: (1) community and neighborhood building, (2) improving education and employment opportunities, and (3) expanding homeownership opportunities; The Legacy Foundation believes that a well-educated, highly skilled workforce is important in strengthening the economy and ensuring a higher quality of life in BVHP; and equitable education not only builds a skilled workforce but also provides social, civic, and personal development; and,

- WHEREAS, Unequal access to quality education contributes to achievement gaps across racial, ethnic, and economic lines and to the decline of student achievement; and,
- WHEREAS, On February 7, 2017, by Resolution No. 04-2017, the Commission endorsed the Legacy Foundation's Five-Year Strategic Plan ("Strategic Plan"), which programmed monies of the Phase 1 Fund and Four Hundred Seventy-Five Thousand Dollars (\$475,000) in Phase 2 Funds for the Lennar Bayview Scholarship Fund (among other funds available to the Legacy Foundation) in accordance with the Legacy Foundation areas of priority. In particular, the Strategic Plan allocates Twenty Two Thousand Five Hundred Dollars (\$22,500) for scholarship management services and Fifty Thousand Dollars (\$50,000) for College Living Stipends from the Phase 1 Fund, and Four Hundred Seventy Five Thousand Dollars (\$475,000) for the Lennar Bayview Scholarship Fund from the Phase 2 Fund to provide scholarships for students, up to age 30, residing in BVHP who wish to pursue a Diploma, Certificate, Degree program offered by an accredited college, university, community college, technical or trade school; and,
- WHEREAS, On April 7, 2021, in accordance with its Purchasing Policy, OCII in partnership with the Legacy Foundation issued a Request for Proposals ("RFP") for Scholarship Application and Management Services to seek a Scholarship Manager to manage a scholarship program for Bayview Hunters Point students. The Scholarship Manager will be responsible for the entire process of creating, marketing, receiving, processing, and screening the scholarship applications for two scholarship funds: (1) the Lennar BVHP Academic Scholarship and (2) College Living Stipend funds, and for producing reports; and,
- WHEREAS, The RFP was advertised on the OCII website, on the City and County of San Francisco's website, through the Hunters Point Shipyard Citizen Advisory Committee ("CAC") electronic mailing list, on the SF Bayview's website (a local BVHP publication) and sent to various community-based organizations and non-profits that provide services to students and young adults; and,
- WHEREAS, OCII received one proposal, from Scholarship America, in response to the RFP. Staff confirmed the completeness of the proposal and responsiveness in accordance with the requirements of the RFP and OCII's Purchasing Policy. Subsequently, on May 19, 2021, a panel consisting of two Legacy Foundation members and one OCII staff person reviewed the proposal; and,
- WHEREAS, After evaluating the respondent's proposal, assessing their experience managing scholarships of similar size, demonstrated ability to provide services in underserved and underrepresented communities, ability to operate an online application system, and proposed fees, the panel determined that Scholarship America demonstrated the ability to provide the required services; and,

WHEREAS, On May 27, 2021, the Legacy Foundation Board voted unanimously to recommend that OCII enter into a Personal Services Contract with Scholarship America for Scholarship Application and Management Services based on their experience and expertise in administering an online scholarship application system, including an increase to the scholarship management services fee, to a maximum of \$40,000 (from the original estimated amount of \$22,500 from the Strategic Plan) to represent the management services costs for Scholarship America; now therefore be it

RESOLVED, That the Commission approves and authorizes the Executive Director to execute the Personal Services Contract with Scholarship America for a term of five academic years to expire no later than January 31, 2027, for an amount not to exceed \$547,500 for student scholarships including no more than \$40,000 allocated for scholarship application and management service fees, substantially in the form attached hereto, and further authorizes payments up to \$547,500 for scholarship awards to Scholarship America in accordance therewith (OCII ROPS Line 26 and 377) and authorizes staff to take any and all actions to execute the scholarship program and living stipend fund.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 19, 2021.

Commission Secretary

Exhibit 1: Personal Services Contract between OCII and Scholarship America, Inc. for Scholarship Application and Management Services

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, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body existing and operating under the laws of the State of California ("**OCII**"), and SCHOLARSHIP AMERICA, INC ("**SAI**"), a Massachusetts non-profit corporation ("**Contractor**").

RECITALS

A. In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq.), the Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") undertook programs for community redevelopment in the City, including within the Hunters Point Shipyard ("**HPS**") and Bayview Hunters Point ("**BVHP**") Redevelopment Project Areas; and,

B. In furtherance of redevelopment within the HPS Redevelopment Project Area, OCII and HPS Development Co., L.P. ("**Phase 1 Developer**") entered into that certain Disposition and Development Agreement for Hunters Point Shipyard Phase 1 (dated as of December 2, 2003, as amended and as may be further amended from time to time, the "**Phase 1 DDA**"); and,

C. The Phase 1 DDA requires the Phase 1 Developer to pay an advance of One Million Dollars (\$1,000,000) to the Community Benefits Fund for HPS Phase 1 (the "**Phase 1 Fund**") to be administered in accordance with the Phase 1 DDA; and,

D. The Community Ownership, Financing and Benefits Program, included as Attachment 23 to the Phase 1 DDA, calls for the creation of the BVHP Representative Entity, a quasi-public entity representing the BVHP area (sometimes referred to as the QPE and now formally referred to as The Legacy Foundation for Bayview Hunters Point or the "**Legacy Foundation**") charged with analyzing community needs and making recommendations to the Commission on the use of community benefits funds paid to OCII under the Phase 1 DDA, including the Phase 1 Fund; and,

E. In furtherance of redevelopment within the HPS and BVHP Redevelopment Project Areas, OCII and CP Development Co., LLC ("**CP/Phase 2 Developer**") entered into that certain Disposition and Development Agreement for Candlestick Point and Hunters Point Shipyard Phase 2 (dated as of August June 3, 2010, as amended and as may be further amended from time to time, the "**CP/Phase 2 DDA**"), which requires the CP/Phase 2 Developer to make additional

Community Benefits Funds contributions ("**Phase 2 Funds**") and carries forward the role of the Legacy Foundation in administering these funds; and

F. The Former Agency was dissolved in 2012 in accordance with California Health and Safety Code §§ 34170 *et seq.* (the "**Dissolution Law**"), and under Dissolution Law and San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("**Commission**") and delegating to it state authority under the Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly referred to as OCII) is responsible for implementing the HPS and BVHP Redevelopment Projects and fulfilling the enforceable obligations under the Phase 1 DDA and CP/Phase 2 DDA.

G. In pursuing its mission and strategies, the Legacy Foundation adopted a Five-Year Strategic Plan that identifies three areas of priority in response to community needs: (1) community and neighborhood building, (2) improving education and employment opportunities, and (3) expanding homeownership opportunities. The Legacy Foundation believes that a well-educated, highly skilled workforce is important in strengthening the economy and ensuring a higher quality of life in BVHP; and equitable education not only builds a skilled workforce but also provides social, civic, and personal development. Unequal access to quality education contributes to achievement gaps across racial, ethnic, and economic lines and to the decline of student achievement; and,

H. On February 7, 2017, by Resolution No. 04-2017, the Commission endorsed the Legacy Foundation's Five-Year Strategic Plan, which programmed monies of the Phase 1 Fund and Four Hundred Seventy-Five Thousand Dollars (\$475,000) in Phase 2 funds for the Lennar Bayview Scholarship Fund (among other funds available to the Legacy Foundation) in accordance with the Legacy Foundation areas of priority. In particular, the Strategic Plan allocates Twenty Two Thousand Five Hundred Dollars (\$22,500) for scholarship management services and Fifty Thousand Dollars (\$50,000) for College Living Stipends from Phase 1, and Four Hundred Seventy Five Thousand Dollars (\$475,000) for the Lennar Bayview Scholarship Fund from the Phase 2 Funds to provide scholarships for students, up to age 30, residing in BVHP who wish to pursue a Diploma, Certificate, Degree program offered by a college, university, community college, technical or trade recognized by a regional higher education accreditor; and,

I. On April 7, 2021, in accordance with its Purchasing Policy, OCII in partnership with the Legacy Foundation issued a Request for Proposals ("**RFP**") seeking a Scholarship Services Manager(s) ("**Scholarship Manager**") or Scholarship Management Services Team to manage a Scholarship Program for Bayview Hunters Point students. The Scholarship Manager will be responsible for the entire process of creating, receiving, processing, screening and awarding the scholarship applications for two scholarship funds: (1) the Lennar BVHP Academic Scholarship ("**Academic Scholarship**") and (2) College Living Stipend ("**Living Stipends**") funds, and for producing reports; and

J. OCII advertised the RFP on its website, on the City and County of San Francisco's website, through the Hunters Point Shipyard Citizen Advisory Committee ("**CAC**") electronic mailing list, on the SF Bayview's website (a local BVHP publication), and sent the RFP to various

community-based organizations and non-profits that provide services to students and young adults; and

K. OCII received one proposal in response to the RFP and the Contractor's proposal was deemed responsive. After evaluating the proposals, the RFP selection panel determined that the Contractor demonstrated an ability to provide the required services, with an overall averaged score of 95 points out of a possible 100, based on the Contractor's experience managing scholarships of similar size, demonstrated ability to provide services in underserved and underrepresented communities, ability to operate an online application system, and proposed fee. Although the Contractor's proposed fee exceeds the Legacy Foundation's allocation of \$22,500 for scholarship management services, the Contractor's proposed fee was determined to be fair and reasonable; and

L. On May 27, 2021, the Legacy Foundation Board voted unanimously to recommend that OCII enter into a Personal Services Contract with Scholarship America for Scholarship Application and Management Services based on their experience and expertise in administering an online scholarship application system, including an increase to the scholarship management services fee, to a maximum of \$40,000 (from the original estimated amount of \$22,500 from the Strategic Plan) to represent the management services costs for Scholarship America; and

M. The parties now intend to enter a contract for the provision of scholarship application and administration services consistent with the RFP and Legacy Foundation Strategic Plan.

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 November 8, 2021, and end on January 31, 2027 unless sooner terminated under the provisions of this Contract. If sooner terminated, OCII shall provide Contractor with at least 30 days' prior written notice thereof.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is Five Hundred Forty-Seven Thousand Five Hundred Dollars (\$547,500), of which up to Forty Thousand Dollars (\$40,000.00) will be payable to Contractor for its costs of administration and the remaining funds made available to Contractor only for disbursement as scholarship or stipend awards. The administrative goal of this program is to distribute \$91,500 of Academic Scholarships and \$10,000 of Living Stipends per year for five years ("**Annual Award Amount**"). Amounts not awarded in

one year roll-over to be awarded in future years, until all Academic Scholarship and Living Stipend funds are expended. To achieve the Annual Award Amount, the Contractor shall be entitled to an annual baseline contract administration fee of \$5,950, which shall compensate the Contractor for all obligations specified in **Attachment A** hereto and the processing of 50 applications (applications for Academic Scholarships and Living Stipends constitute a single application). If additional applications are required to be processed to achieve the Annual Award Amount, Contractor shall continue processing applications, at a rate of \$60 per application, until Contractor either distributes the Annual Award Amount or processes an additional 34 applications. In any event, Contractor shall not exceed an annual total of \$8,000 in contract administration fees or a cumulative total contract administration fee of \$40,000 without prior written consent of OCII. Unexpended funds budgeted for a particular year will be allocated as Academic Scholarship or Living Stipend funds in the final year of the contract.

Any unspent administrative fees (i.e. difference between the fixed amount of \$5,950 for 50 applications and \$8,000 max amount for 84 applications) may be rolled over to aggregate all excess unspent administrative fees into the Academic Scholarship pool to be paid or distributed in the fifth and final year by trueing up. Payment shall be made according to this Contract, including the schedule and terms described on **Attachment A** and the amounts payable pursuant to **Attachment B**, "Budget", and no expenses shall be reimbursed separately. The Contractor intends to submit to OCII an invoice and request for reimbursement of its costs in accordance with the Program Calendar included as Part 3 of Attachment A (and as that calendar may be applied and updated for future years of scholarship administration). Contractor intends to submit an annual invoice for the baseline contract administrative fee in an amount of \$5,950 and another invoice to cover the Academic Scholarships and Living Stipends to be distributed to students and including any fees for additional applications processed. The second invoice shall include the scholarship amount per student, total number of applications processed, applicable rate, if any, beyond 50 applications processed description of services rendered, supporting documentation and Contractor's signature. If necessary, Contractor may submit a third invoice to invoice for services whose cost was not available at the time the second invoice was submitted. OCII staff will review and approve these invoices for payment. Invoices will be processed within 40-days of submittal.

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. INTENTIONALLY OMITTED

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. 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.

8. 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 (collectively "**Indemnitees**") 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 an Indemnatee'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 the Indemnitees, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnitees 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 an Indemnatee 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.

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 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.

- b. For contracts involving demolition or construction: Intentionally Omitted

(2) Automobile Insurance: Intentionally Omitted

(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 Insurance: Intentionally Omitted.

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, 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 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. 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 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 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, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

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.

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 D** "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. 43-2015 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 E** “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.

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 F** “Minimum Compensation Policy” and **Attachment G** “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: Scholarship America, Inc.
7900 International Drive
Suite#500
Minneapolis, MN 55425
Attention: Mike Nylund

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.
- (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.

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 Kasheica McKinney, OCII representative's email address is: Kasheica.mckinney@sfgov.org The initial Contractor designated representative for this Contract is Cheryl Amundson, the Contractor's designated representative's email address is: camundson@scholarshipamerica.org.

[signatures begin on the following page]

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

CONTRACTOR:

Scholarship America, Inc. a Massachusetts
non-profit corporation

By: _____
Mike Nyland
VP Product Strategy & Partner Solutions
Federal Tax Identification No. _____

OCII:

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN
FRANCISCO**, a public body organized and
existing under the laws of the State of California

By: _____
Interim Executive Director,
Sally Oerth

APPROVED AS TO FORM:
James Morales, OCII General Counsel

By: _____
Aaron Foxworthy
Deputy General Counsel

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: HUD San Francisco Area Median Income Limits
- Attachment D: Nondiscrimination in Contracts and Benefits Form
- Attachment E: Small Business Enterprise Agreement
- Attachment F: Minimum Compensation Policy Declaration
- Attachment G: Health Care Accountability Policy Declaration

ATTACHMENT A

SCOPE OF SERVICES BVHP LEGACY FOUNDATION SCHOLARSHIP MANAGEMENT PROGRAM

Program Name: Lennar Bayview Hunters Point Legacy Foundation Scholarship ("Program")

Program Year(s) Covered: 2022-2023 Academic Year. The Program activities, including but not limited to the academic calendar, HUD Metro Fair Market Rent Area Medium Income schedules, and targeted number of applications, will be updated annually through the life of the contract.

PART 1 – CONTRACTOR RESPONSIBILITIES:

Contractor will create and administer the Program, in accordance with the Eligibility Requirements included as Part 2 and the Program Calendar included as Part 3, respectively, of this Scope of Services, as follows:

1. Contractor will undertake all actions necessary to create and administer two scholarship award programs, for (1) Living Stipend awards and (2) Academic Scholarship awards, focused on generating applicants that meet the eligibility criteria established by Part 2, below.
2. Contractor will design and implement a solely online scholarship application process and provide two rounds of draft materials for OCII and Legacy Foundation approval prior to implementation.
3. Contractor will publicize the deadline dates on their application website for each program award year.
4. Contractor will provide a link to its application materials that may be included by OCII as a link to the Contractor's website for the Program.
5. Contractor will receive, acknowledge receipt of (including notification of incomplete materials and guidance for completion of application materials), and after receipt of completed materials, review all application materials against Eligibility Criteria.
6. Contractor will provide an updated Program Calendar Year (see Scope Part 3, below) no later than September 30th for the following Program Year.
7. Contractor will send reminders out to applicants who have not completed their applications a minimum of two weeks prior to the application deadline.
8. Contractor will notify all applicants submitting completed applications of their final award status.
9. Contractor will confirm school enrollment prior to disbursement of Academic Scholarship or Living Stipend. Contractor will collect IRS W-9 forms from recipients if they receive a stipend of more than \$600 (or stipends that total more than \$600 in a calendar year).
10. Contractor intends to submit an annual invoice for the baseline contract administrative fee in an amount of \$5,950 and submit a separate invoice to cover the Academic Scholarship and Living Stipend to be distributed to students, and including any fees for processing additional applications above the 50

included in the administrative fee. If necessary, Contractor may submit a third invoice to invoice for services whose cost was not available at the time the second invoice was submitted. Contractor will submit all invoices electronically to: AP.OCII@sfgov.org Format of invoice will comply with Section 3 Compensation and Method of Payment of this contract.

11. Contractor will disburse Academic Scholarship awards to student recipients made payable to recipients' school and Living Stipend awards directly to and made payable to student recipients, on behalf of OCII and only to the extent that OCII has advanced the money to the Contractor. Contractor will retain and report any awarded but undisbursed funds to OCII. Awarded but undisbursed funds will be rolled over for award in any future year of the program.
12. Contractor will send IRS 1099-Misc. forms to recipients if they receive a stipend of more than \$600 (or stipends that total more than \$600 in a calendar year).
13. Contractor will provide a Program Management report to OCII and the Legacy Foundation within 4 weeks of distribution or no later than December 31st, of scholarship and stipend awards including annual attendance of one meeting of the Legacy Foundation and/or the OCII Commission, summarizing scholarship awards, disbursements and related Program activity and results for the preceding year.

PART 1 – OCII RESPONSIBILITIES:

1. OCII will specify the eligibility guidelines for the Program.
2. OCII will confirm the annual authorized distribution (scholarship awards and stipends).
3. OCII will approve the application materials within two rounds of edits.
4. OCII will promote the scholarship program.
5. OCII will confirm that the number of recipients and amount of awards to be disbursed is within program limits

SCOPE PART 2 – PROGRAM ELIGIBILITY, SELECTION AND AWARDS

ELIGIBILITY REQUIREMENTS:

Applicants must meet all of the following criteria:

1. Be youth or young adults up to age 30 by deadline date.
2. Be high school seniors or graduates (or GED) or current college undergraduates or graduate-level students
3. Reside in the Bayview Hunters Point zip codes 94124, 94107, and 94134
4. Plan to enroll in fulltime or part-time undergraduate or graduate study at an accredited¹ two- or four-year college, university or vocational-technical school for the applicable term.

¹ Program must be regionally accredited.

5. Be pursuing a diploma, certificate², or degree
6. Have a household adjusted gross income (AGI) at or below 100% of the 2021 HUD SF Area Median Income level for household size

Eligibility requirements are subject to revisions from time to time, as provided to Contractor by OCII and recommended by the Legacy Foundation. Revisions, as needed will be made before each program cycle.

SELECTION CRITERIA:

Contractor will verify age, residency using eligible zip codes, grade point average (GPA), enrollment status, and financial need. Recipients must demonstrate need and permanent residency (temporary or boarding residents are not eligible).

Contractor will confirm applicant's household income eligibility using the applicable HUD Metro Fair Market Rent Area Medium Income (AMI), which will be provided by OCII between the months of February and May, prior to annual opening of each program year application portal. The household AMI table for 2021 is listed below. Income will be reported using self-reported adjusted gross income (AGI) and verified using the first page of the IRS 1040 form (or equivalent). The AGI of household will be determined by 1040 of individual if applicant is not declared as a dependent; and 1040 of parent(s)/guardian(s) if applicant is declared as a dependent.

2021 Area Medium Income (AMI) for San Francisco

Household Size	Maximum Income
1	\$93,250
2	\$106,550
3	\$119,900
4	\$133,200
5	\$143,850
6	\$154,500
7	\$165,550
8	\$175,800

A. ACADEMIC SCHOLARSHIP AWARDS DISTRIBUTION

Award amounts by program are listed in the table below. Awards are granted on an annual basis; awards do not renew, recipients must apply each year. Awards will be granted on a first come, first served basis. Previous applicants can reapply to the program each year they meet the eligibility requirements. Awards are for vocational/technical, undergraduate and graduate study programs and can be used for the cost of tuition and/or educational materials.

² Certification programs must be through an accredited institution and must run on a standard academic semester calendar. Certification programs must be a minimum of one semester/term in length.

Students enrolled in Diploma or Certificate program seeking \$1000 Academic Scholarship must demonstrate a minimum 2.5 GPA (or equivalent) for school year preceding the application or previous school year attended.

Bachelor, Graduate and Vocation/Technical students seeking \$2,700 Academic Scholarship must demonstrate a minimum 2.5 GPA (or equivalent) for the school year preceding the application or previous school year attended.

Bachelor Degree or Graduate Degree students seeking \$5,000 Academic Scholarship award, must demonstrate a minimum 3.5 GPA (or equivalent) for the school year preceding the application or previous school year attended.

Type of Program or Degree Pursuing	Award Value
Diploma or Certificate (2.5 GPA or equivalent)	\$1,000
Two-year; Vocational-Technical Bachelor Degree or Graduate Degree (2.5 GPA or equivalent)	\$2,700
Bachelor Degree or Graduate Degree with a cumulative 3.5 or higher GPA	\$5,000

B. LIVING STIPEND AWARDS

In addition to the Academic Scholarship awards, recipients of the Academic Scholarships are eligible to receive a Living Stipend, which are also awarded on a first come first served basis. The annual authorized distribution for living stipends is \$10,000 (unless otherwise authorized by OCII in partnership with the Legacy Foundation). If all living stipends are not disbursed in one academic calendar year, they can be rolled over to another Program Calendar Year. OCII may also authorize the Contractor to exceed the \$10,000 annual authorization if funds are rolled over OCII and the Legacy Foundation would authorize the Contractor to exceed the annual authorized distribution. Applicants for Living Stipend must first qualify for and receive Academic Scholarship Award. Applicants will only fill out one application, each applicant will have the to ability to select an option to apply for a living stipend award.

College Stipend Allocation by Program	Stipend Value
Diploma or Certificate; Two-year	\$500
Vocational-Technical; or Bachelor Degree or Graduate Degree (minimum 2.5 GPA)	\$1,000

Additional application, use and distribution criteria for Academic Scholarships and Living Stipends are below:

- If more applications are received than may be funded within the annual authorized distribution, awards will be granted on a first come, first served basis or OCII may approve to adjust the total distribution.
- Awards are not renewable; however, applicants can reapply to the program each year they meet the eligibility requirements.

- Awards are for vocational, technical, certificate, undergraduate and graduate study and can be used for any education-related expenses.
- Upon receipt of Academic Scholarship and Living Stipend funds, OCII authorizes Contractor to release funds as award payments according to the program calendar.

SCOPE PART 3 – FIRST YEAR PROGRAM CALENDAR

Program Year Covered: 2022-2023 Academic Year

Below is the calendar for Program tasks. . This Program Calendar is for Program Year 2022-2023 Academic Year. The Program Calendar dates will be updated each year, contractor will avoid holidays and weekends for student milestones and to ensure customer service is available.

ESTIMATED 2021 PROGRAM CALENDAR:

November 2021	Personal Service Contract is signed.
November 2021	Contractor creates application website. Contractor invoices OCII for annual baseline contract administration fee. OCII prepares program promotional information.
December 2021	OCII pays invoice for annual baseline contract administration OCII approves Contractor's website content. Review of the application will be included in the review of the website.
January 20, 2022	Application website launched and program is open for application submission.
Week of February 28, 2022	Reminders are sent to all applicants who have started but not completed their application.
April 21, 2022 or when all funds are allocated; whichever occurs first	Deadline for application submission - 1:00 PM (Pacific Time).
May 19, 2022	Contractor completes review of applications. Contractor will provide a list of award recipients to OCII for confirmation that total amount of awards falls within the budgeted amount.
June 2, 2022	Contractor sends congratulatory notifications to recipients with response process to accept award and verify enrollment. Contractor collects IRS W-9 from recipients, if applicable. Contractor notifies nonrecipients.

June 2022	Contractor prepares second invoice for OCII for total amount of Academic Scholarship and Living Stipend awards, and per application processing fees. Contractor provides program summary data, including number of awardees and amount of awards, to OCII.
July 2022	OCII pays second invoice.
Early August	Contractor verifies student enrollment into colleges or program. Contractor disburses awards.
September 30, 2022	If necessary, Contractor submits third invoice for services whose cost was not available at the time the second invoice was submitted. Contractor provides OCII and the Legacy Foundation Board a detailed report on scholarships and stipends that were dispersed, including the date each student's enrollment was verified and amount disbursed to each student. The Contractor will retain and report to OCII any amount awarded, but undistributed. These funds will be rolled for future Scholarship and Living Stipend awards. Establish 2nd Program year budget and calendar year.
January 31, 2023	Contractor sends IRS 1099-Misc. forms to recipients, if applicable.

ATTACHMENT B BUDGET

FEES AND COSTS

The administrative goal of the Academic Scholarship program is to Distribute \$91,500 and \$10,000 of Living Stipends per year for five years (“Annual Award Amount”). Amounts not awarded in one year roll-over to be awarded in future years, until all Academic scholarship and Living Stipend funds are expended.

To achieve the Annual Award Amount, the Contractor shall be entitled to an annual baseline contract administration fee of \$5,950, which shall include all obligations specified in Attachment A of the Contract and also include the processing of 50 applications (applications for Academic Scholarship and Living Stipend constitute a single application). If additional applications are required to be processed to achieve the Annual Award Amount, Contractor shall continue processing applications, at a rate of \$60 per application, until Contractor either distributes the Annual Award Amount or processes an additional 34 applications. In any event, Contractor shall not exceed an annual total of \$8,000 in contract administration fees or a cumulative total contract administration fee of \$40,000 without prior written consent of OCII.