



SAN FRANCISCO REDEVELOPMENT AGENCY

Request for Qualifications

**India Basin Industrial Park Redevelopment Project Area
Cargo Way Conceptual Streetscape Plan**

**RFQ Available
September 20, 2006**

**Deadline for Submission
November 6, 2006**

**Issued by:
San Francisco Redevelopment Agency
One South Van Ness, Fifth Floor
San Francisco, CA 94103**

Contact: Tom Evans, (415) 749-2539

TABLE OF CONTENTS

I. SUMMARY..... 3

II. IMPORTANT DATES AND SUBMISSION PROCESS 3

III. BACKGROUND 5

IV. SCOPE OF SERVICES 6

V. BUDGET 8

VI. SELECTION PROCESS AND CRITERIA 8

VII. SUBMISSION REQUIREMENTS..... 7

VIII. AGREEMENT TO COMPLY WITH AGENCY POLICIES..... 8

IX. ADDITIONAL TERMS AND CONDITIONS..... 10

X. ATTACHMENTS 11

Cargo Way Conceptual Streetscape Plan

I. SUMMARY

The Redevelopment Agency of the City and County of San Francisco (the “Agency”) in collaboration with the Port of San Francisco (the “Port”) is seeking a team of professional consultants to conduct a planning effort to develop concepts for pedestrian, bicycle and landscape improvements for Cargo Way. At a minimum the consultant team must consist of firms with expertise in landscape architecture, civil engineering, transportation planning and urban design. The final product of the planning effort should be a Conceptual Streetscape Plan that includes plans for travel lanes, sidewalks, a separated multi-use path if feasible, landscaping, management of stormwater run-off, and other elements that may be identified through the planning process.

Agency and Port staff will recommend an applicant for the Agency Commission’s consideration following staff’s evaluation of the Statements of Qualifications and oral interviews. Staff’s recommendation will be based on the applicant’s demonstrated successful experience on relevant and comparable projects. The total budget for the contract will be negotiated with the selected consultant team based upon a negotiated final scope of work, but will not exceed \$72,000.

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

II. IMPORTANT DATES AND SUBMISSION PROCESS

A. Important Dates

Statements of Qualifications are due by 4:00 p.m., Monday, November 6, 2006.

RFQ available at the Agency	9:00 a.m., Wednesday, September 20, 2006
Pre-submission meeting at the Agency	2:00 p.m., Monday, October 16, 2006
Deadline for questions and requests for additional information	4:00 p.m., Friday, October 27, 2006
Submission deadline for Statement of Qualifications	4:00 p.m., Monday, November 6, 2006
Applicant interviews	Week of November 13 – 17, 2006*
Agency Commission consideration	Tuesday, December 5, 2006*

***Dates subject to change**

B. Pre-Submission Meeting

A pre-submission meeting will be held at the Agency, located at One South Van Ness Avenue in San Francisco on the fifth floor, on the date and time shown in Section II. A. The meeting will include an overview of existing conditions on Cargo Way and provide an opportunity to ask questions. Although attendance is not mandatory, it is highly recommended.

C. Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFQ must be received in writing by the Agency, by hand, overnight delivery, mail, fax, or e-mail on or before the date and time as shown in Section II. A. All addendums, responses and additional information will be distributed to all registered RFQ-holders. The Agency reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be submitted to:

**Tom Evans
San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94102
Telephone: (415) 749-2539
Fax: (415) 749-2524
E-Mail: tom.evans@sfgov.org**

D. Registration

Although it is not necessary to register to receive a copy of the RFQ or to submit a Statement of Qualifications, it is strongly recommended as it will permit the Agency to mail addenda information and respond to inquiries. Only registered RFQ-holders will receive responses to all written questions, addendums and any additional information distributed prior to the Statement of Qualifications submission date.

E. Submission Time, Place, Date, Contact

Submission of one **original and five (5) copies** of the proposal must be received by the Agency receptionist no later than:

Monday, November 6, 2006 at 4:00 p.m. to:
Attn: Tom Evans
San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94102
Telephone: (415) 749-2539
Fax: (415) 749-2524

III. BACKGROUND

Cargo Way is located in San Francisco's southeast community, within the Bayview neighborhood (*see Attachment 10, Context and Project Area Maps*). The three-quarter mile long roadway runs east-west between Third and Jennings Streets, terminating at Heron's Head Park, an open space with access to the San Francisco Bay. Currently, Cargo Way functions as a vital industrial arterial for trucks and commercial vehicles serving the cargo and maritime needs of the adjacent Port lands and India Basin Industrial Park. The Port and other industrial operations in southeast San Francisco rely on Cargo Way as a fundamental component to the success of their ongoing operations. At the same time, it is designated by the Association of Bay Area Governments ("ABAG") as the location of the Bay Trail, serving as an access route to the Bay and connecting Heron's Head Park and other adjacent open spaces. Complementing the Bay Trail designation, the City has identified Cargo Way as a bicycle corridor and a part of the Blue Greenway, the 13-mile long corridor along San Francisco's southeastern waterfront that seeks to link established open spaces, create new recreational opportunities and green infrastructure, install public art and interpretive elements, and maximize waterfront access.

Although Cargo Way has been identified as a corridor for pedestrians and bicyclists, current conditions make the roadway uninviting and unsafe for these users, therefore limiting access to the Bay and associated open spaces. The landscaping along Cargo Way is old, overgrown, sporadic and difficult to maintain because of a lack of cohesiveness. The roadway has narrow, discontinuous sidewalks and no pedestrian amenities. The current lane configuration is two wide lanes in either direction with no parking, separated by a narrow median. The wide lanes and long straight distances between intersections allow and even encourage vehicles to significantly exceed the current speed limit.

The Third Street and Cargo Way intersection has been identified by the Bayview Hunters Point Project Area Committee (PAC) as the "Gateway" to the Hunters Point Community, yet this area has only minimal improvements that truly identify the area as a "gateway". Furthermore, the lack of appropriate directional signage alerting people to the Bay Trail preclude many pedestrians and bicyclists from being aware of Cargo Way as a link to the Bay and the adjacent shoreline parks.

Heron's Head Park, a 22+ acre park with access to the Bay, located at the terminus of Cargo Way also lacks a significant entrance that would give people a sense of arrival or place. Currently there is minimal signage and the Park's entry is an asphalt parking lot with no vegetation. Terminating Cargo Way with a more inviting entrance to Heron's Head Park with park amenities and a clearly defined entrance would make the park more inviting for visitors and would draw people to surrounding parks.

Cargo Way could become a linear greenway, promoting the City's Better Streets Policy (*see Attachment 12, San Francisco's Better Streets Policy*) and serving as a model of sustainable design for other sections of the Blue Greenway and Bay Trail. This may be

accomplished in many ways, including the introduction of paving or planting materials to help in the management of stormwater run-off that might otherwise flow directly into the Bay or be treated in one of the City's already overloaded water treatment facilities. This linear greenway could also serve as a link between parks in the City's Southern Waterfront Area. A successful conceptual plan for the redesign of Cargo Way will improve access to Bay open spaces for bicyclists, pedestrians, and transit riders (via Cargo Way's direct link to Third Street Light Rail), while continuing to serve as a vital transportation corridor supporting the industrial maritime needs of the Port and India Basin Industrial Park.

IV. SCOPE OF SERVICES

Working in conjunction with the Agency, the Port, the community and the consultant team will carry out a planning process to develop concepts for pedestrian, bicycle and landscape improvements to Cargo Way including improved signage, potential gateway markers, or other unifying design element (*see Attachment 10, Context and Project Area Maps*), while not impacting the Port's maritime cargo and the India Basin Industrial Park access and circulation needs.

A five-phase work program has been developed for preparing a conceptual plan for Cargo Way. This work program includes, consulting with a Technical Advisory Committee, collecting and analyzing existing conditions and data, preparing alternative concept plans, preparing final conceptual plans, developing cost estimates and assisting in identifying funding sources. This proposed work program would entail a high degree of local input and community participation. The work program is designed so that at each of the four major phases of the process, a working community meeting (coordinated by Agency and Port staff with presentations by the consultants) is held where background information is shared, alternative design options are presented and refined, consensus is developed and final plans are presented. This process is designed to insure that community input shapes the plan with community consensus throughout the process.

At a minimum the consultant team must consist of firms with expertise in landscape architecture, civil engineering, transportation planning and urban design. The final product of the planning effort should be a Streetscape Plan that contains conceptual plans for travel lanes, sidewalks, a separated multi-use path if feasible, landscaping, paving materials and planting to manage stormwater run-off and other elements that have community consensus.

The services that the consultant team will be required to perform include, but are not limited to, the following:

Phase I – Project Initiation (4-6 weeks)

Description: Phase I will define and initiate the process for completing the Cargo Way Conceptual Streetscape Plan. It will include a meeting with Agency, Port, and ABAG staff and other city staff as needed, such as the Department of Public Works and Department of Parking and Traffic, and/or the Department of Recreation and Parks, and representatives of neighborhood community and business organizations. This phase will help to set the framework for the study, leading to a final scope of services and schedule for the project.

Product(s): Final Scope of Services and Schedule

Phase II – Collection of Data and Community Workshop (6-8 weeks)

Description: During this phase, the consultant team, in collaboration with the Agency and the Port will evaluate existing conditions, opportunities, and constraints. This evaluation may result in the creation of current base maps, description of the area's history, natural factors, land use, transportation, and design conditions, and a traffic analysis to determine required capacity for Cargo Way. Important factors to take into consideration may include: existing utilities, land ownership, freight rail restrictions, and environmental and geo-technical conditions. This information should be summarized in a draft Existing Conditions – Opportunities and Constraints document. The first community workshop will present this draft document along with the scope of the planning process. A Final Existing Conditions – Constraints and Opportunities document incorporating feedback from the community will be prepared and serve as a basis for the planning and design effort.

Product(s): Existing Conditions – Opportunities and Constraints document, Workshop 1 summary

Phase III – Design Concepts, Synthesis and Community Workshop (4-6 weeks)

Description: Phase III will focus on the preparation of design concepts for an improved Cargo Way. Based on the Existing Conditions, Opportunities and Constraints document, previous work completed as a part of the Bayview Hunters Point Project Area Committee Concept Plan, feedback from the first community workshop and other public agency or community organization efforts, a series of design concept alternatives will be created. These design concepts will be based upon an analysis of standard traffic engineering/planning principles to insure that the Port's existing and future maritime cargo and India Basin Industrial Park vehicular access and circulation needs are not impacted or constrained. A community workshop, coordinated by the Agency and the Port, will be held at the culmination of this phase to review streetscape concept plan alternatives and get direction to prepare a preferred concept plan.

Product(s): Alternative Design Concepts; Workshop 2 summary

Phase IV - Refining Alternative Design Concepts, Synthesis, Community Workshop (4-6 weeks)

Description: Based on the input from the community workshop in Phase III, the design concept will be refined into a “preferred option”. Environmental and/or geotechnical investigations may be required to determine the viability of the proposed configuration. As part of determining the feasibility of the “preferred option” a preliminary cost estimate would be prepared. This material and previous analysis will be synthesized into a Draft Cargo Way Conceptual Streetscape Plan. A community workshop, coordinated by the Agency and the Port, will be conducted to get feedback on the “preferred option”.

Product(s): Preferred Alternative Design, Draft Cargo Way Conceptual Streetscape Plan; Workshop 3 summary

Phase V - Final Conceptual Designs and Community Workshop (4-6 weeks)

Description: Based on the outcome of the community meeting in Phase IV, the concepts will be finalized. The consultant will prepare cost estimates based on the Final design concept and assist in identifying possible funding sources for the next steps. A community workshop will be held to present this final design, outline the next steps and to identify possible funding sources to complete improvements.

Product(s): Workshop 4 summary; Cost Estimates; Next Steps; Final Cargo Way Conceptual Streetscape Plan

V. BUDGET

The total budget for the contract will be negotiated with the selected consultant team based upon a final scope of work agreed to by both parties but will not exceed \$72,000.

VI. SELECTION PROCESS AND CRITERIA

A. Selection Process

- a) Submissions of Statement of Qualifications by applicants wishing to be considered by the Agency to provide these services will be accepted at the Agency’s offices until the date and time shown in Section II. A.
- b) Submissions must be complete with an **original and five (5) hard copies** to be considered. No submissions received by facsimile or electronic mail will be

considered. Agency staff will evaluate all submissions for completeness and minimum qualifications.

- c) Agency staff will contact references.
- d) All or some of the applicants who have submitted complete and responsive Statement of Qualifications may be interviewed. 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 Agency staff of availability on these days. Interviews will be held at the San Francisco Redevelopment Agency located at One South Van Ness Avenue in San Francisco on the fifth floor.
- e) Further written material regarding qualifications or submittals may be requested prior to or following interviews.
- f) Agency staff will make a recommendation to the Agency Commission based on evaluation of the Statement of Qualifications, interviews (if held), and reference checks. First consideration will be given in awarding contracts in the following order: (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). 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.
- g) The Agency Commission will approve selection of the successful applicant.

B. Selection Criteria

The Agency will make the selection of the contractor based on the following factors:

- a) The strength of the contractor's qualifications to undertake the subject scope of services;
- b) Overall expertise regarding the specific tasks in the scope of services;
- c) Ability to comply with the Agency's policies, including but not limited to nondiscrimination, equal benefits, minimum compensation, healthcare accountability, small business enterprise requirements (if applicable) and insurance;
- d) The proposed staffing and professional fee schedule for providing the requested services;
- e) Ability to work well in high-pressure environments and meet deadlines;
- f) A working knowledge of the City and County of San Francisco's legislative process, and other regulatory authorities;

- g) Ability to interact courteously and professionally with the public; and
- h) Demonstrated ability to work effectively with diverse populations.

VII. SUBMISSION REQUIREMENTS

A. Submission of Statements of Qualifications

The Statement of Qualifications must contain all of the following information:

- a) A description of qualifications and any areas of specialty and professional capabilities.
- b) A resume that lists and provides detailed descriptions of work performed in the last 10 years, of a similar or related nature to the subject scope of services, providing the client name and contact information for each.
- c) A proposed staffing for the project, including resumes for each staff member, and a professional fee schedule. Applicants must notify the Agency in writing within ten days of any change in the employment status of key employees identified in this submittal.
- d) A signed Small Business Enterprise Agreement (**Attachment #1**).
- e) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #2**).
- f) A signed Minimum Compensation Policy Declaration (**Attachment #3**).
- g) A signed Health Care Accountability Declaration (**Attachment #4**).
- h) Complete responses to all Disclosure Questions in **Attachment #5**.
- i) A signed Statement of Compliance with Agency Policies & Certification of Applicant (**Attachment #6**).

An original and five (5) copies of the Statement of Qualifications and all required submission elements must be received at the Agency's office no later than 4:00 p.m., Monday, November 6, 2006. Deliver Statements of Qualifications marked "Cargo Way Conceptual Streetscape Plan" to the attention of:

Tom Evans
San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: (415) 749-2539
Fax: (415) 749-2524
E-mail: tom.evans@sfgov.org

A submission checklist is provided as **Attachment #9** to ensure that applicant's submittal is complete. Please use this sheet when completing your submittal.

The Agency will disqualify from consideration any Statements of Qualifications 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 Statement of Qualifications at any time prior to the submission deadline.

VIII. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each applicant shall acknowledge receipt and understanding of the following Agency's contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

The Agency has adopted a Small Business Enterprise ("SBE") Program, which provides first consideration in awarding contracts in the following order: (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). Non-local SBEs should 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. **(See SBE Agreement, Attachment #1.)** The Developer shall make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. This goal also applies to the Agency when it is contracting directly for goods and services. SBEs must be certified with the Agency. Further information on the criteria for determining

eligibility is located in **Attachment #1**. For any questions, please contact Leonaida Lee, of the Contract Compliance Department, at (415) 749-2421.

B. Applicant's Duty of Loyalty

Applicant for itself and its subcontractors, if any, agrees to abide by the Agency's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the Agency's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the Agency, no present or former employee, Commissioner or consultant of the Agency 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 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."

C. Nondiscrimination in Contracts and Benefits

The Agency 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**. 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 the Agency's policy. For further information, see instructions contained in **Attachment #2** or contact the Agency's Contract Compliance Department at 415-749-2400.

D. Minimum Compensation Policy and Health Care Accountability Policy

The Agency 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 either submit a completed MCP Declaration Form and HCAP Declaration Form or state its intent to comply with these Agency policies.

E. Insurance

The selected applicant 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 Agency contract by the contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by the Agency, the selected applicant 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: \$1,000,000 per occurrence;
- Automobile Liability: \$1,000,000 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
- Professional Liability: \$1,000,000 per occurrence.

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

F. Indemnity

The selected applicant shall defend, hold harmless and indemnify the Agency, 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 Agency 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.

G. Certification of Applicant

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

IX. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The selected applicant will be required to enter into a Personal Services Contract with the Agency (**Attachment #7**). The contractor will be required to comply with all of the provisions of the personal services contract, including, but not limited to, the Agency'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 RFQ do so at their own expense. The Agency will not consider any contractor costs related to this RFQ or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

C. Agency Right to Modify or Suspend RFQ

The Agency, 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 RFQ, and all or any portion of the contractor selection process in or subsequent to the RFQ; to obtain further information from any contractor, to waive any defects as to form or content of the RFQ or any other step in the selection process; to reject any and all responses submitted; to reissue the RFQ; 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 RFQ as to fees, scope of services, or any other aspect of the RFQ 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 the Agency

Each applicant by responding to this RFQ, waives any claim, liability or expense whatsoever against the Agency and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFQ, 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 the Agency, 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.

X. ATTACHMENTS

- Attachment #1: Small Business Enterprise Agreement
- Attachment #2: Declaration of Nondiscrimination in Contracts and Benefits and Instructions
- Attachment #3: Minimum Compensation Policy Declaration
- Attachment #4: Health Care Accountability Policy (HCAP) Declaration
- Attachment #5: Disclosure Questions
- Attachment #6: Statement of Compliance with Agency Policies & Certification of Applicant
- Attachment #7: Form of Personal Services Contract
- Attachment #8: RFQ Registration Form
- Attachment #9: Submission Checklist Sheet
- Attachment #10: Context and Project Area Maps
- Attachment #11: Construction and Striping Plans
- Attachment #12: San Francisco's Better Streets Policy

ATTACHMENT NO. 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 Agreement**”) 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 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 Local SBEs before looking outside of San Francisco.

II. APPLICATION. This SBE Program applies to all Agency-Assisted Contractors and Contractors and their subcontractors who subcontract any portion of their contract (i.e. lower-tier subcontractors). The Contractor(s) are responsible for ensuring that each of their subcontractors meets these requirements. **Only subcontractors with no subcontracting opportunities are exempt from compliance with this SBE Agreement, which is required to be incorporated into all contracts pursuant to Section VII.**

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

CONSTRUCTION	50%
PROFESSIONAL SERVICES	50%
SUPPLIERS	50%

A. Trainee Hiring Goal. In addition to the goals set forth above in Section III, there is a trainee hiring goal for architects, designers and other professional services consultants as follows:

<u>Trainees</u>	<u>Consultant Fees</u>
0	\$ 0 – \$249,999
1	\$ 250,000 – \$399,999
2	\$ 400,000 – \$599,999
3	\$ 600,000 – \$999,999
4	\$1,000,000 – \$1,999,999
5	\$2,000,000 – or more

IV. 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.

V. 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) Local SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-local SBEs (outside of San Francisco). Non-local SBEs should 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.

VI. CERTIFICATION. Only businesses certified by the Agency as SBEs will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the Policy (as defined in Section VII below).

VII. 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.

VIII. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's Interim Purchasing Policy and Procedures as adopted on November 16, 2004 ("**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 Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement ("**DDA**"), Land Disposition Agreement ("**LDA**"), Lease, Loan and Grant Agreements, and Operations 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.

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

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.

Local 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.

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

Project Area Small Business Enterprise means a SBE 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 are described in the Policy with specific street boundaries and include the Bayview Industrial Triangle, Hunters Point, Hunters Point Shipyard, India Basin Industrial Park, Golden Gateway, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, Western Addition Area A-2, and Yerba Buena Center.

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: (a) construction--\$14,000,000; (b) professional or personal services--\$2,000,000 and (c) suppliers--\$2,000,000; and is (or is in the process of being) certified by the Agency as a SBE.

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 are described in the Policy with specific street boundaries and include the Bayview Hunters Point, Mid-Market, South of Market Expansion Area, and Transbay.

IX. 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 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 \$300,000 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. 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. Encouragement to 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. Use of Other 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 an SBE due to the failure or inability of the SBE to perform the required services or timely delivery the required supplies, then First Consideration should be given to another certified SBE, if available, as a replacement.

X. 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.

XI. 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 (Attachment 1-A hereto) completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement (Attachment 1-B hereto).

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 local 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 XII.

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 disagree 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.

XII. 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 a 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 fails 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 XII.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

XIII. AGREEMENT EXECUTION

Note: This SBE Agreement is to be executed only by Agency-Assisted Contractors and Contractors or their subcontractors who have subcontracting opportunities (i.e. lower-tier subcontractors). If you are seeking Agency certification as a SBE, you should fill out Attachment 1-A Application for SBE Certification. If you are already an Agency certified SBE, you should execute Attachment 1-B SBE Eligibility Statement.

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

ATTACHMENT NO. 1-A

APPLICATION FOR SMALL BUSINESS ENTERPRISE CERTIFICATION

Note: This form is to be completed only by Small Business Enterprise Owners seeking Agency certification as a SBE. Your SBE status will be subject to recertification every three years. If you are already a certified SBE, you should fill out Attachment 1-B SBE Eligibility Statement.

1. Name of Business _____
(Has your business operated under another name? Yes/ No If so, please state the names used, the address(es) of the business and the time period each name was used in the space provide for item 33 below.)

2. Federal identification no. of Business _____

3. Contact Person: _____

4. Business Address: _____
(P. O. Box is Unacceptable)

5. Mailing Address: _____
(If different from above)

6. Telephone Number(s) _____

7. Email Address _____ Fax: _____

8. Is business address or phone number also that of a residence? _____ If so, please explain under item 33.

9. Indicate the type of industry or the business:

- | | | |
|---------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Construction | <input type="checkbox"/> Professional and/or Consultant | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Manufacturer's Representative | <input type="checkbox"/> Other _____ |

10. Identify the types of services or products offered. (Equipment operator or trucker should identify the equipment it owns here.)

11. Type of ownership:

- Corporation Sole Proprietor Partnership Joint Venture
- Other (Please specify) _____

12. With your application, please submit true and correct copies of the following documents:

- a. Small Business Enterprise Owner's Proof of identification, such as birth certificate or driver's license and
- b. Federal personal tax returns, Form 1040, in full with W-2 statements and all supporting schedules and statements for *all* Small Business Enterprise Owners for the past three years **OR** Federal corporate tax returns, Form 1120 (including Schedule E), in full with *all* supporting schedules and statements such as Form 4562 for the past three years.

13. If a contractor or subcontractor, submit:

- a. Contractors' State License No. (If a contractor) _____
- b. Name of person who qualified for license _____

NOTE: If you have formed a partnership or incorporated since becoming a contractor, the partnership or corporation must have its own Contractors' State License.

14. If a California state board certified professional, submit a copy of your registration and license issued by the State Board of Architectural Examiners, the Board of Registration for Professional Engineers and Land Surveyors, the State Board of Accountancy or the State Bar of California.

15. Submit a copy of all local business license(s) and permits(s) required to perform your business.

16. Submit a copy of your fictitious name filing, if you are doing business as a fictitious entity. The names on the Contractors' State License and the fictitious name filing must match.

17. Submit a copy of your Partnership Agreement, if the business is a partnership. The names of the partners must match those shown to be partners on the Contractors' State License.

18. If the firm is a corporation, submit a copy of your Articles of Incorporation, Corporate Bylaws and Minutes of the first meeting.

19. Joint Venture Agreement (including dollar amount of capital contribution), if a joint venture is the applicant.

20. List the owners who have an interest of five (5) percent or greater:

Name	Date of Ownership	Number Of Shares	Vote %	U. S. Citizen (Yes / No)

If more Owners, check here and continue listing under item 33.

21. List the contributions of money, equipment, real estate, or expertise of each of the owners for businesses with less than 100 percent disadvantaged ownership. Use the additional space is provided in item 33 if necessary.

22. Date business was established _____. The total number of years the firm has been in business is _____. The number of years the firm has been in business under present ownership is _____. The following is a brief explanation of the change in ownership of the business (if applicable):

23. Board of Directors:

<u>Name</u>	<u>Title</u>	<u>Date Elected/ Expiration of Term</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more Directors, check here and continue listing under item 33.

24. If the Board of Directors has changed within the last three years, list the names of the former Directors and date of resignation under item 33.

25. **Management**: The following duties are actually performed by the persons indicated below:

a. Preparation of estimates and bids is done by
_____ (name) who reports to _____ (name).

b. Hiring, firing of management personnel is done by
_____ (name) who reports to _____ (name).

c. Purchasing of major equipment, material or supplies is done by
_____ (name) who reports to _____ (name).

d. Financial control is done by
_____ (name) who reports to _____ (name).

e. Negotiations and approval of contracts is done by
_____ (name) who reports to _____ (name).

f. Administration of contracts is done by
_____ (name) who reports to _____ (name).

g. Supervision of field operations is done by
_____ (name) who reports to _____ (name).

h. Marketing and sales activities is done by _____ (name) who reports to _____ (name).

i. Warehouse inventory and control is done by _____ (name) who reports to _____ (name).

26. Resumes pointing out the years of specific experience to qualify for the responsibilities delegated to each **Management** person listed in item 15 of this Application.

27. Indicate the firm's gross receipts and average number of employees for the last three tax years:

Year ending _____	Amount _____	Employees _____
Year ending _____	Amount _____	Employees _____
Year ending _____	Amount _____	Employees _____

28. **This item # 28 is to be answered by manufacturers and suppliers only:** For last year:

a. Lowest number of employees _____

b. Highest number of employees _____

c. Number of employees whose job lasted the entire year _____

d. Were any of the employees on another firm's payroll? _____ If so, identify the firm: _____

e. Submit a copy of your current inventory (not to exceed a 10-page extract).

f. Value of current inventory \$ _____

g. Location of inventory _____

29. Name of Surety _____

Name of Agent _____ Telephone No. _____

Bonding Limit _____

Sources of letter of credit _____

30. If the business or other businesses with any of the same officers has/have previously been denied recognition as an SBE, please explain the circumstances.

31. Identify any owner or management official of the named business who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named business. Describe present business relationships, which include sharing space, equipment, financing or employees, as well as common owners.

32. The firm intends to subcontract _____ percent of the work to be performed under its contract with _____ to the following:

	<u>Name</u>	<u>SBE Yes/No</u>	<u>Subcontract Total</u>	<u>Scope of Work</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____

33. Please use this additional space to supplement the information provided above. Print the corresponding item number before each supplemental response. You may attach additional sheets if necessary.

Item # Supplemental Response:

AFFIDAVIT
(To be completed by Small Business Enterprise Owner)

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (Name of Business) as well as the ownership thereof. Further, the undersigned covenant(s) and agree(s) to provide to the local agency current, complete and accurate information regarding actual joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under state law concerning false statements.

NOTE:

- a. The conditions outlined in this affidavit are applicable to any additional information that is required to be provided to authenticate the affiant's business.
- b. You are required to notify the Agency if any significant changes occur that would alter your status as a SBE.

Signature

Date

Print Your Name

Title

Company Name and Phone Number

ATTACHMENT NO. 1-B

**SBE ELIGIBILITY STATEMENT
(To be completed by Small Business Enterprise Owner)**

(Name of Project)

(Contractor)

I, _____, declare that:

1. I have carefully reviewed the Application for Small Business Enterprise Certification (“Application”) executed by me on _____ (date) on behalf of

_____ (name of business).

2. All of the statements and information contained in said Application are still true and correct with the following exceptions:

3. All of the new statements and information provided in item 2 above are true and correct.

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

Executed on _____ in _____
Date Place of Execution

Signature of Declarant

Title

Note: Your SBE status is subject to recertification every three (3) years.

ATTACHMENT #2

SAN FRANCISCO REDEVELOPMENT AGENCY

DECLARATION FORM

Nondiscrimination in Contracts and Benefits

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 San Francisco Redevelopment Agency (Agency) or City and County of San Francisco (City), or members of the public for the following reasons:

- | | | |
|---------------------------|------------------------------|-----------------------------|
| • race | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • color | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • creed | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • religion | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • ancestry | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • national origin | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • age | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • sex | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • sexual orientation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • gender identity | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • marital status | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • domestic partner status | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • disability | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • AIDS or HIV status | <input type="checkbox"/> Yes | <input type="checkbox"/> 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).

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Pension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Family leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Parental leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Employee assistance programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relocation and travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Company discounts, facilities, events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Credit union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Child care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

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 _____, 200____, at _____, _____.
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

(For General Correspondence) _____

Remittance Address: _____

(If different from above address) _____

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.



SAN FRANCISCO REDEVELOPMENT AGENCY

INSTRUCTIONS FOR DECLARATION FORM

Nondiscrimination in Contracts and Benefits

A. What is the Nondiscrimination in Contracts Policy?

The San Francisco Redevelopment Agency'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: www.ci.sf.ca.us/sfra.

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
- creed
- ancestry
- age
- sexual orientation
- marital status
- disability
- color
- religion
- national origin
- sex
- gender identity
- domestic partner status
- 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 Redevelopment Agency of the City and County of San Francisco 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 Agency contracts and subcontracts for services: (1) wages of least \$10.00 per hour, and 2.5% annually for the following 3 years; Effective January 1, 2005, for Commercial Business MCP the wage rate is \$10.77. For Nonprofit MCP the wage rate is \$9.00. (2) 12 days' paid vacation per year (or cash equivalent); (3) 10 days off without pay per year.

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

Effect on Agency 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, the Agency 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 the Agency.

What this form does. If you can assure the Agency now that, beginning with the first Agency 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, this will help the Agency's contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, (1) see the complete text of the MCP, available from the Agency's Contract Compliance Department; (2) contact Juanita Johnston at (415) 749-2409, Agency's Contract Compliance Department.

Routing. Return this form to: Contract Compliance Department, San Francisco Redevelopment Agency, 770 Golden Gate Avenue, San Francisco, CA 94102.

Declaration

Effective with the first Agency 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 Ordinance does. The San Francisco 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 the Agency, contractors and subcontractors that enter into leases with the Agency, and parties providing services to tenants and sub-tenants on Agency property to choose between offering health plan benefits to their employees or making payments to the Agency or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the Agency Commission (2) pay the Agency \$1.50 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 \$60 in any week) and the Agency will appropriate the money for staffing and other resources to provide medical care for the uninsured, or (3) participate in a health benefits program developed by the Agency.

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

Effect on Agency 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, the Agency can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received waiver; from the Agency.

What this form does. If you can assure the Agency now that, beginning with the first Agency'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, this will help the Agency contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, (1) see the complete text of the HCAP, available from the Agency's Contract Compliance Department; (2) contact Juanita Johnston at: (415) 749-2409.

Routing. Return this form to: Contact Compliance Department, San Francisco Redevelopment Agency, 770 Golden Gate Avenue, San Francisco, CA 94102.

Declaration

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

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.

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) _____ agree(s) to comply with all of the Agency's policies, including but not limited to insurance and indemnification requirements found in this RFP/RFQ.

Date: _____

Signed: _____

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

Date: _____

Signed: _____

ATTACHMENT #7

SAN FRANCISCO REDEVELOPMENT AGENCY

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of [effective date] by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the “Agency”), and **[name of contractor]**, **[legal status (e.g., “a California corporation”, or “a sole proprietor”)]** (“Contractor”).

RECITALS

A. **[In paragraph style tell a brief story of the background, necessity and purpose of the Contract. This is the appropriate place to recite, (hence, the title ‘recitals’) any special circumstances of consideration related to the Contract.]**

B. **[For example, you may want to say that the Contractor is particularly well suited to undertake the work and state the reasons.]**

C. **[Or, you may want to describe an emergency situation which gives rise to the need to enter into the Contract.]**

D. **[Or, you may want to cite the program which the Contract is helping us implement; e.g., ‘the Agency is implementing its blah-blah for the Union Square Redevelopment Project Area’.]**

E. **[Provide a readable narrative which explains the Contract quickly to someone who picks it up and/or covers any external factors, which are important to it.]**

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

1. **SCOPE OF SERVICES**

Contractor shall provide the services described on Attachment A, “Scope of Services”.

[If the scope is short (3 or 4 lines) the appropriate language can be inserted here, otherwise use an attachment – the work required, including deliverable items, should be described clearly enough that someone else could administer the Contract without excessive guess work. Your expectations of the Contractor should be stated with as much particularity as needed—arguments later about whether or not we got what we wanted will focus on what we asked for here.]

2. TIME OF COMPLETION

[Use one or an appropriate combination of the following]

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 Agency Notice to Proceed.

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

[The start of work should be by a Notice to Proceed, but the Contract itself can serve as such notice by saying "The work under this Contract shall commence as of the effective date of the Contract". If there are interim dates for deliverables, or a time line for tasks, that should be called out here. If that is lengthy and likely to be amended often, use an attachment.]

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. For example: "The maximum amount payable under this Contract is twenty-five thousand dollars (\$25,000.00). Payment shall be made according to the schedule 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 the Agency. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. Agency 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 Agency on behalf of Contractor. Agency 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. Agency 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 Agency which exists solely for the benefit of Agency employees during the Contract Term.

4. NO PERSONAL LIABILITY

No member, official or employee of the Agency shall be liable personally to Contractor or any successor in interest in the event of any default or breach by the Agency 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 the Agency.

[Important: Before completing this Contract, you must determine whether CDBG funds will be used to fund it. If you do not know, contact the Fiscal Division. Where CDBG funding is being used, you must use the following Section 6, attach the referenced attachments, AND route this Contract for review to George Bridges in the Contract Compliance Division.]

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, Attachment ____, Section 3 Clause. 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) (copy of current version at Attachment ____). Copies of the current applicable circulars are attached to this Contract, but 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 Agency with such an audit when it is submitted to MOCD, or other applicable recipient entity.

[If no CDBG are to be used, insert "6. Intentionally Omitted" in place of the title of this section.]

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 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.

8. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify the Agency, 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 this Contract and any of Contractor's operation 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.

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 the Agency. 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.

[Note: The following insurance requirements may be modified depending upon the nature of the Contract, the Scope of Services and an assessment of the potential risk to the Agency. Contact the Administrative Services Manager if you have any questions. If a prospective Contractor is having difficulty with the insurance provisions, he or she may also be referred to the Administrative Services Manager for assistance.]

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 Employers 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: \$1,000,000 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.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) 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).
- (4) Professional Liability Insurance: \$1,000,000 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 three (3) 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 the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Agency, 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 the Agency 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 Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees are to be covered as 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 the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency, 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 the Agency, 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 the Agency.

F. Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees for losses arising from worked performed by Contractor or for the Agency.

G. 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 the Agency.

H. Verification of Coverage. Contractor must furnish the Agency 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 the Agency. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency 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.

I. 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 the Agency, 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 the Agency, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to the Agency or its designated representative such statements, records, reports, data and information as the Agency, 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 the Agency, 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 the Agency or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit the Agency, 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 the Agency 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 the Agency's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the Agency's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the Agency, no present or former employee, Commissioner or consultant of the Agency 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 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. 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 the Agency. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the Agency.

15. 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.

16. 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 the Agency'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" and Attachment C(a) "Nondiscrimination in Contracts and Benefits Instructions" .

17. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

The Agency has adopted a Small Business Enterprise ("SBE") Program, which provides first consideration in awarding contracts in the following order: (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). Non-local SBEs should 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. (See SBE Agreement, Attachment D). Contractor shall make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. SBEs must be certified with the Agency. If Contractor intends to utilize subcontractors/subconsultants in the provision of services, it must consult with the Agency's Contract Compliance Division and comply with all the provisions of the Small Business Enterprise Agreement.

18. 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 the Agency'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. 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.

19. TERMINATION

The Agency 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, the Agency shall compensate the Contractor for work completed to the satisfaction of the Agency as of the date of such notice or the date of termination specified in and directed by such notice.

20. 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 the Agency: San Francisco Redevelopment Agency
One South Van Ness, 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.
- (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 the Agency 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 the Agency 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 the Agency 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 the Agency affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and the Agency 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 the Agency for this Contract is
_____. The initial Contractor designated representative for this Contract is
_____.

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

[CONTRACTOR]

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

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

By: _____
Ayisha Benham
Deputy Executive Director,
Finance and Administration

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

[Include this section only if using CDBG funds]

SECTION 3 CLAUSE

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

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.

**ATTACHMENT #8
RFQ REGISTRATION FORM**

**India Basin Industrial Park Redevelopment Project Area
Cargo Way Conceptual Streetscape Plan:**

Name of Organization:

Address:

Contact Person:

Phone:

Fax:

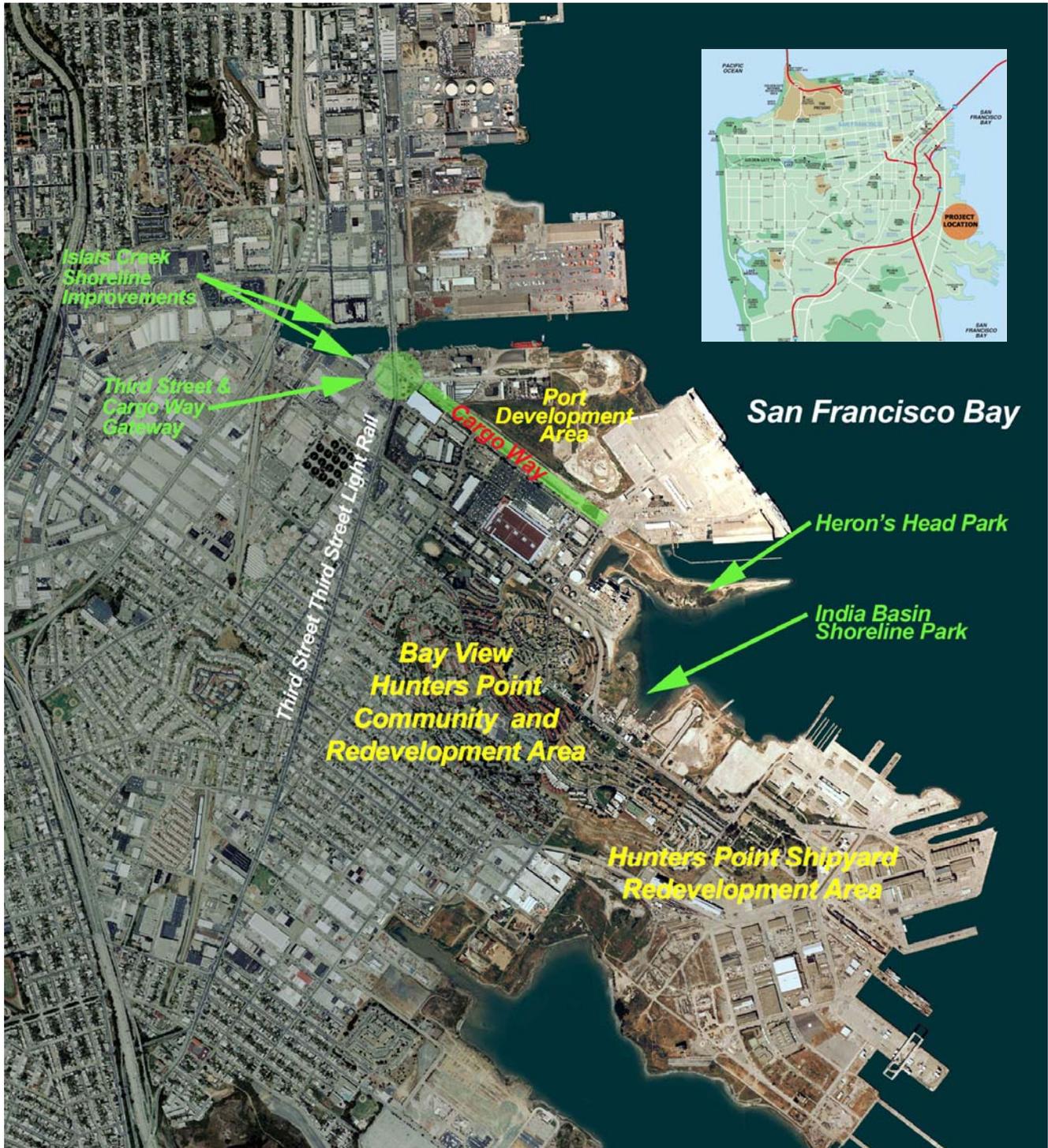
E-mail:

ATTACHMENT #9 SUBMISSION CHECKLIST SHEET

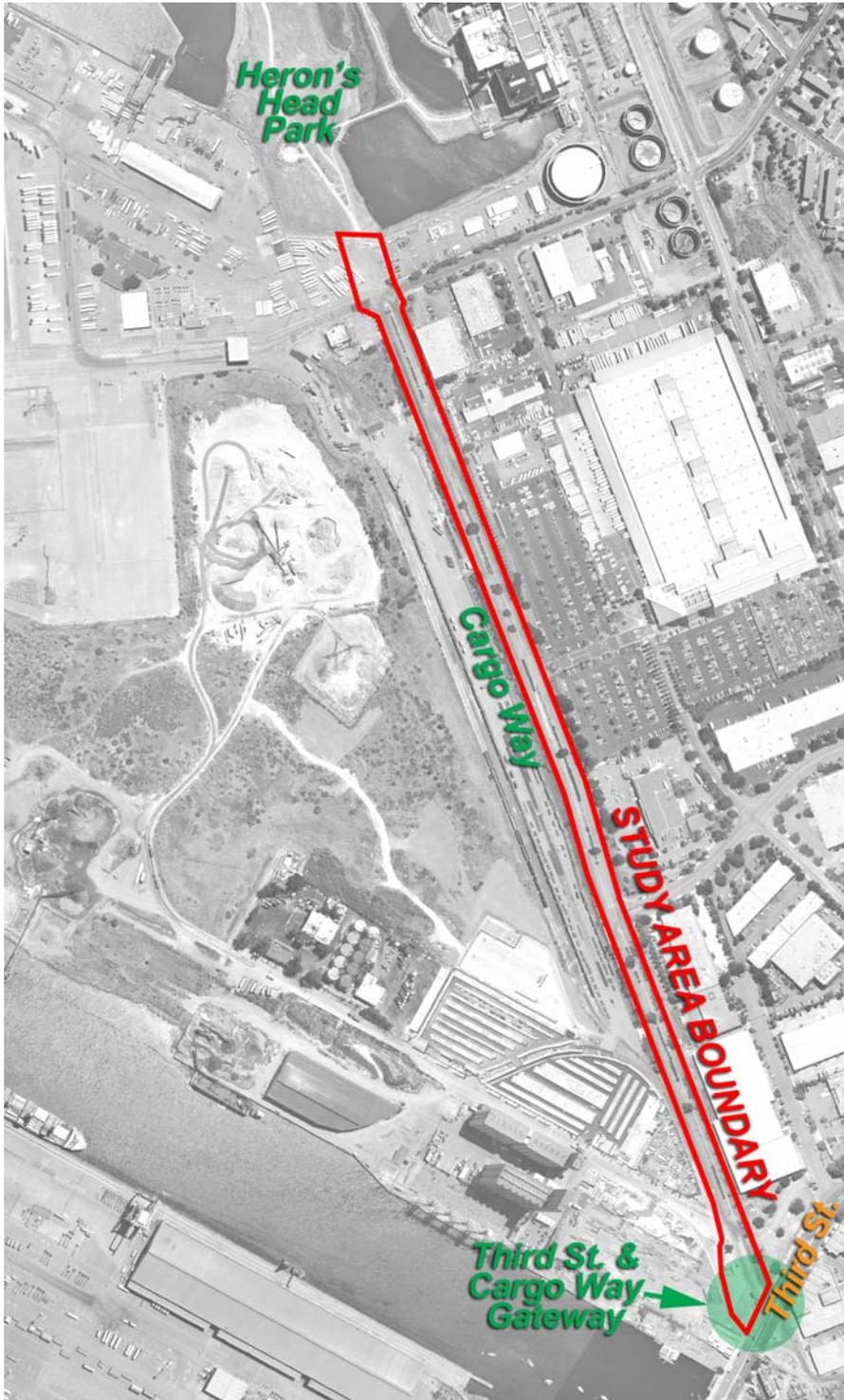
The **RFQ for India Basin Industrial Park Redevelopment Project Area Cargo Way Conceptual Streetscape Plan** must contain all of the following information:

- A description of qualifications and any areas of specialty and professional capabilities.
- A resume that lists and provides detailed descriptions of work performed in the last 5 years, of a similar or related nature to the subject scope of services, providing the client name and contact information for each.
- Applicants must notify the Agency in writing within ten days of any change in the employment status of key employees identified in this submittal.
- Statement of fees and Applicant's annual gross income for the last three years.
- Organization's Employee Benefits package (include applicant's Personnel Policy)
- A signed Small Business Enterprise Agreement (**Attachment #1**).
- A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #2**).
- A signed Minimum Compensation Policy Declaration (**Attachment #3**).
- A signed Health Care Accountability Declaration (**Attachment #4**).
- Complete responses to all Disclosure Questions in **Attachment #5**.
- A signed Statement of Compliance with Agency Policies & Certification of Applicant (**Attachment #6**).
- Proposed staffing.
- An original plus five copies of the **India Basin Industrial Park Redevelopment Project Area Cargo Way Streetscape Plan RFQ**

**Attachment #10
Context and Project Area Maps**

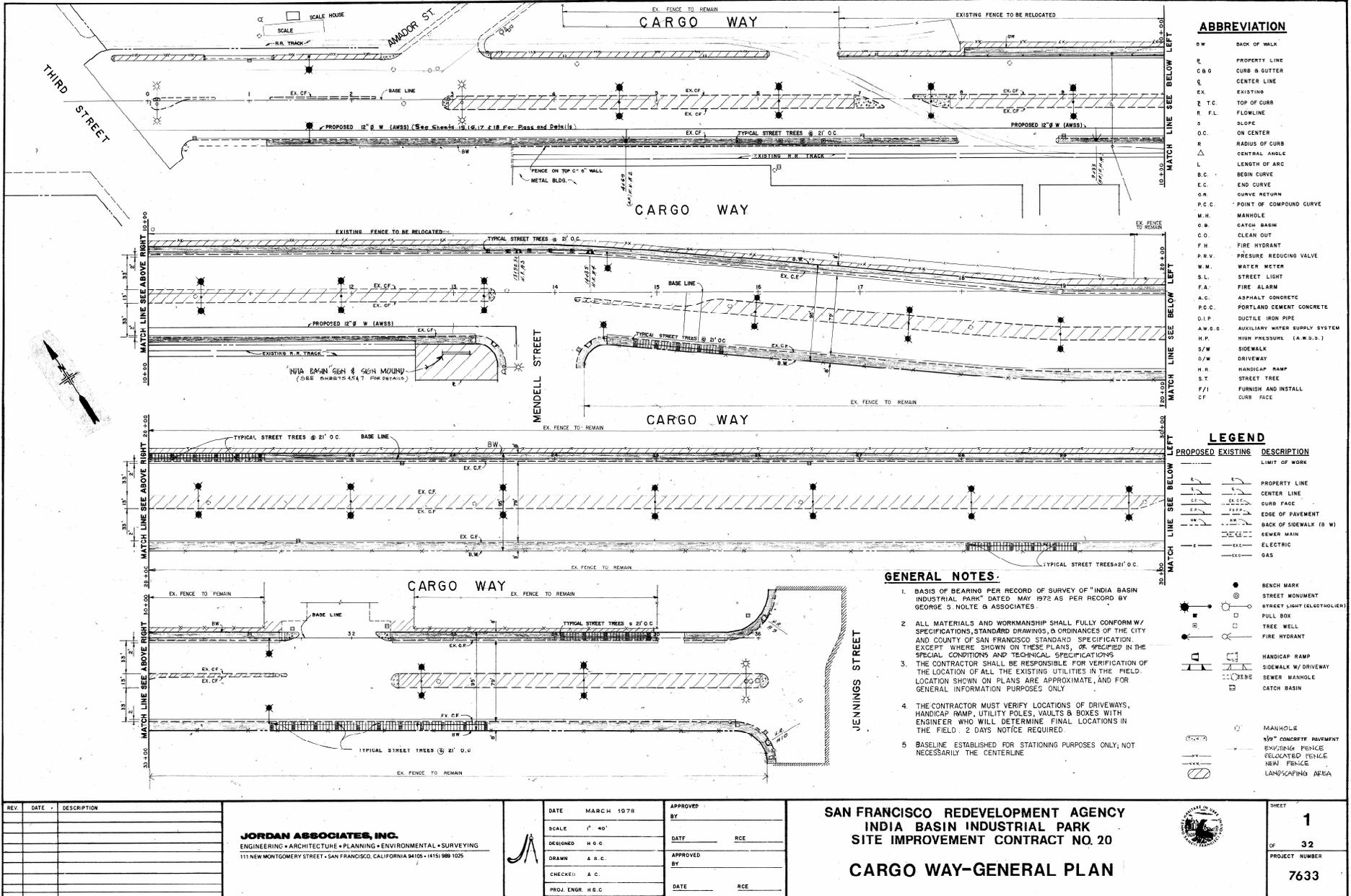


Cargo Way - Context



Cargo Way – Project Area

Attachment #11 Construction and Striping Plans



ABBREVIATION

D.W.	BACK OF WALK
P.L.	PROPERTY LINE
C&G	CURB & GUTTER
C.L.	CENTER LINE
EX	EXISTING
E.T.C.	TOP OF CURB
R.F.L.	FLOWLINE
S	SLOPE
O.C.	ON CENTER
R	RADIUS OF CURB
Δ	CENTRAL ANGLE
L	LENGTH OF ARC
B.C.	BEGIN CURVE
E.C.	END CURVE
C.R.	CURVE RETURN
P.C.C.	POINT OF COMPOUND CURVE
M.H.	MANHOLE
O.B.	CATCH BASIN
C.O.	CLEAR OUT
F.H.	FIRE HYDRANT
P.R.V.	PRESSURE REDUCING VALVE
W.M.	WATER METER
S.L.	STREET LIGHT
F.A.	FIRE ALARM
A.C.	ASPHALT CONCRETE
P.C.C.	PORTLAND CEMENT CONCRETE
D.I.P.	DUCTILE IRON PIPE
A.W.S.S.	AUXILIARY WATER SUPPLY SYSTEM
H.P.	HIGH PRESSURE (A.W.S.S.)
S/W	SIDEWALK
D/W	DRIVEWAY
H.R.	HANDICAP RAMP
S.T.	STREET TREE
F/I	FURNISH AND INSTALL
CF	CURB FACE

LEGEND

PROPOSED	EXISTING	DESCRIPTION
		LIMIT OF WORK
		PROPERTY LINE
		CENTER LINE
		CURB FACE
		EDGE OF PAVEMENT
		BACK OF SIDEWALK (B.W.)
		SEWER MAIN
		ELECTRIC
		GAS
		BENCH MARK
		STREET MONUMENT
		STREET LIGHT (ELECTROLUM)
		PULL BOX
		TREE WELL
		FIRE HYDRANT
		HANDICAP RAMP
		SIDEWALK W/ DRIVEWAY
		SEWER MANHOLE
		CATCH BASIN
		MANHOLE
		STREET FURNITURE
		EXISTING FENCE
		RELOCATED FENCE
		NEW FENCE
		LANDSCAPING AREA

GENERAL NOTES

1. BASIS OF BEARING PER RECORD OF SURVEY OF "INDIA BASIN INDUSTRIAL PARK" DATED MAY 1972 AS PER RECORD BY GEORGE S. NOLTE & ASSOCIATES.
2. ALL MATERIALS AND WORKMANSHIP SHALL FULLY CONFORM W/ SPECIFICATIONS, STANDARD DRAWINGS, & ORDINANCES OF THE CITY AND COUNTY OF SAN FRANCISCO STANDARD SPECIFICATION, EXCEPT WHERE SHOWN ON THESE PLANS, OR SPECIFIED IN THE SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE LOCATION OF ALL THE EXISTING UTILITIES IN THE FIELD. LOCATION SHOWN ON PLANS ARE APPROXIMATE, AND FOR GENERAL INFORMATION PURPOSES ONLY.
4. THE CONTRACTOR MUST VERIFY LOCATIONS OF DRIVEWAYS, HANDICAP RAMP, UTILITY POLES, VAULTS & BOXES WITH ENGINEER WHO WILL DETERMINE FINAL LOCATIONS IN THE FIELD. 2 DAYS NOTICE REQUIRED.
5. BASELINE ESTABLISHED FOR STATIONING PURPOSES ONLY, NOT NECESSARILY THE CENTERLINE.

REV.	DATE	DESCRIPTION

JORDAN ASSOCIATES, INC.
ENGINEERING • ARCHITECTURE • PLANNING • ENVIRONMENTAL • SURVEYING
111 NEW MONTGOMERY STREET • SAN FRANCISCO, CALIFORNIA 94105 • (415) 989-1025

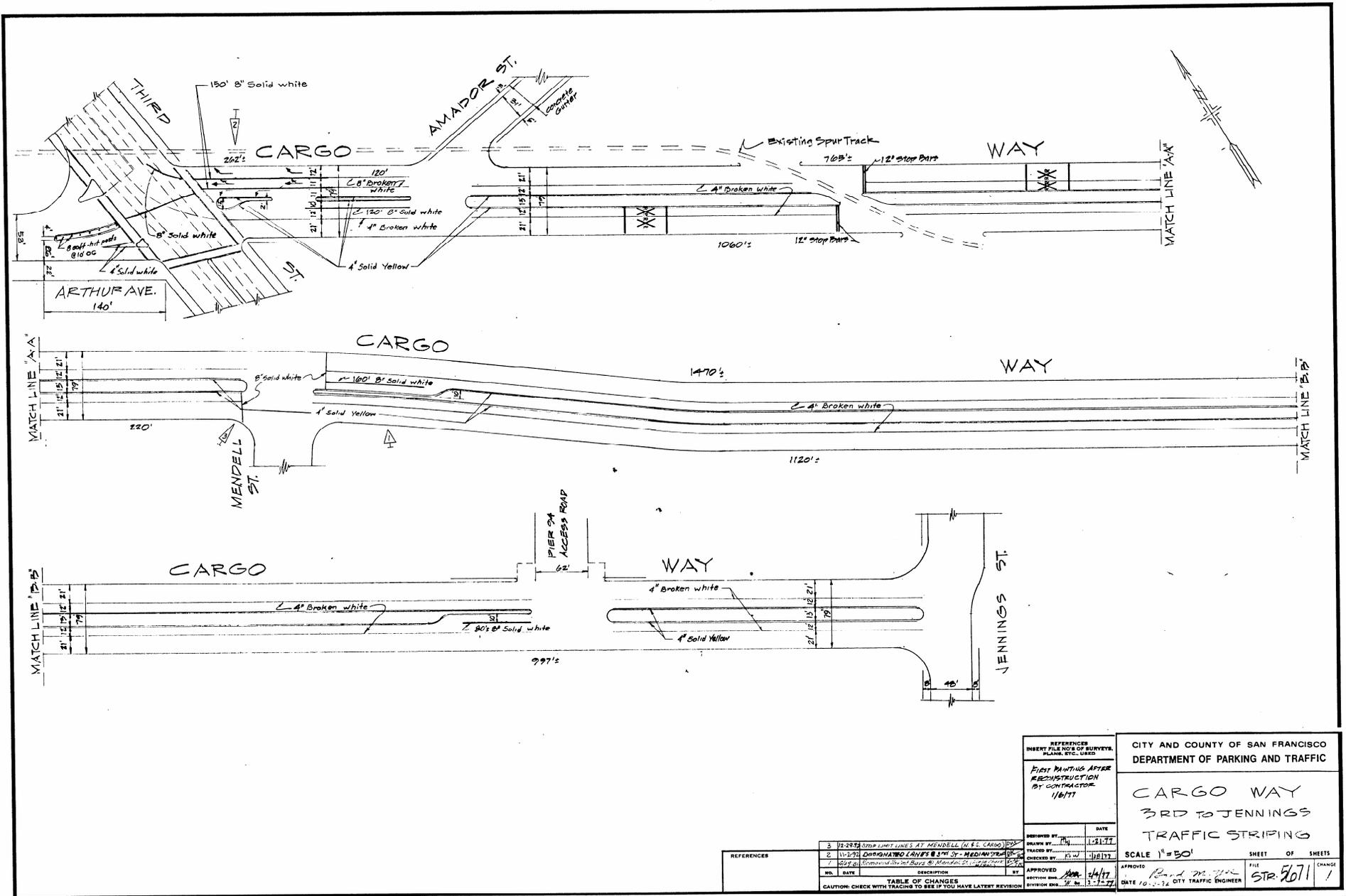
DATE	MARCH 10 1978
SCALE	1" = 40'
DESIGNED	H.G.C.
DRAWN	A.R.C.
CHECKED	A.C.
PROJ. ENGR.	H.G.C.

APPROVED BY	
DATE	RCE
APPROVED BY	
DATE	RCE

**SAN FRANCISCO REDEVELOPMENT AGENCY
INDIA BASIN INDUSTRIAL PARK
SITE IMPROVEMENT CONTRACT NO. 20
CARGO WAY-GENERAL PLAN**



SHEET	1
OF	32
PROJECT NUMBER	7633



REFERENCES INSERT FILE NO'S OF SURVEYS, PLANS, ETC., USED		CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PARKING AND TRAFFIC	
FIRST PAINTING AFTER RECONSTRUCTION BY CONTRACTOR 1/6/77		CARGO WAY 3RD TO JENNINGS TRAFFIC STRIPING	
DESIGNED BY	DATE	SCALE	SHEET OF SHEETS
DRAWN BY	1-21-77	1" = 50'	OF 1
MADE BY			
CHECKED BY	1/28/77		
APPROVED	4/1/77	APPROVED	FILE
SECTION ENG.		DATE	CHANGE
DIVISION ENG.		10-2-72	STR: 5071

NO.	DATE	DESCRIPTION	BY
3	12-29-72	STOP LIMIT LINES AT MENDELL (N.E. CARGO)	
2	11-1-77	ORIGINATOR LINES @ 3RD ST - MEDIAN STRIPING	
1	10-7-76	ORIGINATOR STRIPING @ MENDELL ST. (EAST SIDE)	

TABLE OF CHANGES
 CAUTION: CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

Attachment #12
Better Streets Policy

Amendment of the Whole
February 6, 2006.

FILE NO. 051715

ORDINANCE NO.

33-06

1 [Better Streets Policy.]
2

3 **Ordinance amending the Administrative Code to add Chapter 98, the Better Streets**
4 **Policy; making environmental findings; authorizing and urging official acts in**
5 **furtherance of this Ordinance; and requesting General Plan amendments to incorporate**
6 **the Better Streets Policy and its supporting principles.**

7 Note: Additions are *single-underline italics Times New Roman*;
8 deletions are ~~*strikethrough italics Times New Roman*~~.
9 Board amendment additions are double underlined.
Board amendment deletions are ~~strikethrough normal~~.

10 Be it ordained by the People of the City and County of San Francisco:

11 Section 1. Findings.

12 (a) The Planning Department has determined that the actions contemplated in this
13 Ordinance are in compliance with the California Environmental Quality Act (California Public
14 Resources Code sections 21000 et seq.). Said determination is on file with the Clerk of the
15 Board of Supervisors in File No. 051715 and is incorporated herein by reference.

16 (b) The Board finds that the authority of the City in articulating its vision for its streets
17 and public right-of-ways in its Municipal Codes and in General Plan is hereby affirmed. All
18 departments shall coordinate their various decisions regarding the planning, design, and use
19 of public right-of-ways so as to fully carry out the vision for streets contained in this Better
20 Streets Policy, so that all actions balance the needs of all street users, and so that all actions
21 of City government work in unison toward the creation of streets and publicly-accessible right-
22 of-ways that contain the characteristics and objectives of good street design and sound
23 environmental planning. In furtherance of this approach, City departments also shall
24 coordinate, to the extent feasible, financing decisions for public right-of-way improvements.
25

Mayor Newsom, Supervisor McGoldrick, Supervisor Dufty
BOARD OF SUPERVISORS

Page 1
2/7/2006

1 Section 2. The San Francisco Administrative Code is hereby amended by adding
2 Chapter 98 to read as follows:

3 **CHAPTER 98 - THE BETTER STREETS POLICY.**

4 **Section 98.1. Better Streets Policy; Governing Principles; Coordination of Departmental**
5 **Actions.**

6 (a) The Better Streets Policy is an official policy of the City and County of San Francisco and
7 shall read as follows: Design City streets in keeping with the Urban Design Element of the City's
8 General Plan, the City's Transit-First Policy, and best management practices in environmental
9 planning and pedestrian-oriented, multi-modal street design, and incorporation of sustainable
10 water management techniques infrastructure design to ensure continued quality of life, economic
11 well-being, and environmental health in San Francisco.

12 (b) In furtherance of the Better Streets Policy, the City recognizes that San Francisco's streets
13 constitute a large portion of the City's public space. Implementation of the Better Streets Policy will
14 ensure that such streets will continue to be:

15 (1) Corridors for all modes of transportation, with a particular emphasis on pedestrians and
16 transit priorities;

17 (2) Organizers of the City's development pattern and how individuals perceive such a pattern;
18 and

19 (3) An integral component of San Francisco's water management infrastructure.

20 (c) The Better Streets Policy also is intended to ensure that the City's public right-of-
21 ways become:

22 (1) Attractive, safe, and useable public open spaces corridors with generous landscaping,
23 lighting, and greenery;

24
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Mayor Newsom, Supervisor McGoldrick
BOARD OF SUPERVISORS

Page 2
2/7/2006

1 (42) Sustainable and healthy components of the City's ecology, taking advantage of available
2 technologies to reduce the environmental impact of our street systems and to better comprehensively
3 manage stormwater runoff based on established principles of watershed planning; and

4 (53) Providers of access to properties, public view corridors, light, and air; and

5 (4) Providers of habitat for urban wildlife.

6 (ed) As part of an approval or decision concerning any public and private project that impacts
7 or is adjacent to a publicly-accessible right-of-way, all City departments shall coordinate their various
8 determinations regarding the planning, design, and use of public right-of-ways in accordance with the
9 Better Streets Policy and the following supporting principles:

10 (1) Streets must be designed as a whole, cognizant of the facing buildings and uses within them,
11 such that the resulting street environment is of appropriate scale and character.

12 (2) Streets that support and invite multiple uses, including safe, active, and ample space for
13 pedestrians, bicycles, and public transit, are more conducive to the public life of an urban
14 neighborhood and efficient movement of people and goods than streets designed primarily to move
15 automobiles. Decisions regarding the design and use of the City's limited public street space shall
16 prioritize space for pedestrians, bicycles, and public transit over space for automobiles.

17 (3) Street trees and landscaping in right-of-ways have been demonstrated to
18 ameliorate the negative effects of traffic on pedestrian areas and adjacent uses, enrich open
19 spaces, enhance property values, and increase the safety and attractiveness of
20 neighborhoods. Decisions regarding the design and use of the City's streets shall result in
21 replacing unnecessary paved areas with street trees and landscaping wherever possible, and
22 shall facilitate the health and maintenance of such landscaping. Drought tolerant plantings,
23 passive rainwater retention systems, and other technologies shall be used to reduce the costs
24 associated with mechanical irrigation where possible. Streets should be appropriately
25

1 designed and maintained to ameliorate negative effects of traffic on pedestrian areas and
2 adjacent uses, to provide usable on-street open spaces, to enhance property values, and to
3 increase the safety and attractiveness of neighborhoods.

4 (4) Streets should be appropriately designed and maintained to address the unique
5 characteristics and challenges of the watersheds in which they lie through design treatments
6 that reduce downstream flooding with untreated stormwater and combined sewer overflows
7 into the San Francisco Bay and Pacific Ocean. Decisions regarding City street design and
8 use shall include techniques that reduce impacts on the combined sewage and stormwater
9 system and increase permeable surface area through the planting of street trees and
10 landscaping and minimization of unnecessary pavement. Designs also shall incorporate
11 strategies that facilitate the health and maintenance of street trees and landscaping, such as
12 use of drought-tolerant plantings, passive rainwater retention systems, piping for recycled
13 water, and other water management technologies that minimize the need for potable irrigation
14 water.

15 (45) The design of the City's streets shall minimize visual clutter. This concern shall extend to
16 the number, design, and placement of signs, signals, utility structures, and elements oriented to
17 vehicular traffic. Decisions regarding signs and signals for the control of vehicles must consider and
18 balance the visual impact of the design of the street on all users and the image of the City.

19 (56) The control and signalization of vehicular traffic has significant impacts on the quality
20 and safety of the street experience for all users, including pedestrians, bicyclists, and public transit
21 users and operators. Decisions regarding the systems and signals for the control of vehicles, including,
22 but not limited to, changes to signal timing, speed limits, and allowable turning movements, must
23 consider and balance the impact on the street experience and safety of all users.

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Mayor Newsom, Supervisor McGoldrick
BOARD OF SUPERVISORS

Page 4
2/7/2006

1 (67) The design of the right-of-way and adjacent development, including the maintenance and
2 removal of street trees and other landscaping, allowance of curb cuts, and placement of utilities, have
3 significant impact on the street environment. Decisions regarding street design must consider and
4 prioritize pedestrian safety, enjoyment, and comfort.

5 (78) Paved space on many of the City's streets is more than is needed for the safe and efficient
6 movement of transit, bicycles, and automobiles. The City will encourage innovative solutions to reuse
7 such excess street space as planted or open space areas. The City also will consider establishing a
8 program to encourage and make it possible for adjacent neighborhoods to replace paved areas with
9 usable open space, permeable surfaces, plantings, stormwater retention areas, and other public
10 amenities.

11 (89) New technologies and the rethinking of old techniques will provide opportunities for more
12 sustainable design of our public right-of-ways to increase opportunities for public use and enjoyment,
13 reduce pollution and water usage, better manage stormwater, and provide the opportunity for
14 environmental education where possible. The City will encourage and facilitate the use of innovative
15 solutions based on best management practices in environmental planning and pedestrian-oriented,
16 multi-modal design for its publicly-accessible rights-of-ways.

17 (910) Major new developments, both public and private, often include the rebuilding of
18 portions of public right-of-ways and should serve as models of the Better Streets Policy. Special efforts
19 should be made to ensure that such new developments lead by example. Public projects should
20 establish model street and open space designs and private projects should incorporate stronger street
21 design and landscaping standards. The City should encourage local residents, businesses, and other
22 stakeholders to collaboratively develop such designs and standards in order to foster the community's
23 active use and sense of ownership of these spaces over time.

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Mayor Newsom, Supervisor McGoldrick
BOARD OF SUPERVISORS

Page 5
2/7/2006

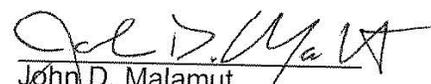
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~~Section 3. The Mayor and Directors and General Managers of all City departments are hereby authorized and directed to take any and all lawful actions which they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of this Ordinance.~~

~~Section 4.~~ The Board urges the Mayor to report to the Board within 63 months of the effective date of this legislation ~~on these actions undertaken pursuant to Section 3 above.~~ Such report ~~may~~ shall include proposed legislation; recommended actions or activities that may involve the Board of Supervisors; or affected City departments, or interested stakeholders and their associated costs; a City-wide strategy for community input and involvement; and proposals for the creation of public-private partnerships.

Section 54. The Board of Supervisors and Mayor hereby request the Planning Commission, in accordance with Section 340 of the Planning Code, to initiate amendments to the City's General Plan to incorporate the Better Streets Policy and its supporting principles.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 
John D. Malamut
Deputy City Attorney

Mayor Newsom, Supervisor McGoldrick
BOARD OF SUPERVISORS



City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 051715

Date Passed:

Ordinance amending the Administrative Code to add Chapter 98, the Better Streets Policy; making environmental findings; authorizing and urging official acts in furtherance of this Ordinance; and requesting General Plan amendments to incorporate the Better Streets Policy and its supporting principles.

February 14, 2006 Board of Supervisors — PASSED ON FIRST READING

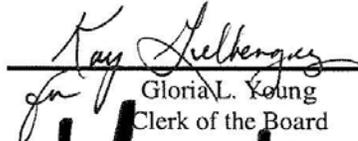
Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell,
McGoldrick, Mirkarimi, Peskin, Sandoval

February 28, 2006 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell,
McGoldrick, Mirkarimi, Peskin, Sandoval

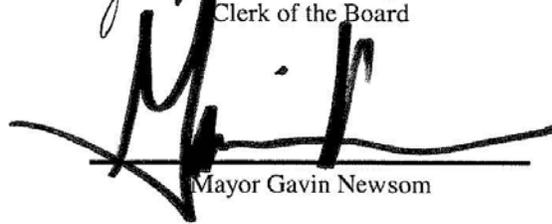
File No. 051715

I hereby certify that the foregoing Ordinance
was FINALLY PASSED on February 28,
2006 by the Board of Supervisors of the City
and County of San Francisco.


Gloria L. Young
Clerk of the Board

3.10.06

Date Approved


Mayor Gavin Newsom

File No. 051715

City and County of San Francisco
Tails Report

2

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