



**SUCCESSOR AGENCY TO THE  
SAN FRANCISCO REDEVELOPMENT AGENCY**

**Request for Proposals**

**Hunters Point Shipyard Project Site Office Management, Outreach, and  
Administrative Support to the Hunters Point Shipyard Citizens Advisory  
Committee**

**RFP available  
4:00 p.m., Tuesday, November 13, 2012**

**Deadline for Submission  
4:00 p.m., Monday, December 17, 2012**

**Issued by:  
Successor Agency to the San Francisco Redevelopment Agency  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103**

**Contact: Amabel Akwa-Asare  
(415) 749-2592**

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**Hunters Point Shipyard Project Site Office Management, Outreach, and  
Administrative Support to the Hunters Point Shipyard Citizens Advisory Committee**

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**I. SUMMARY**

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Agency") is seeking proposals from qualified consultants or consulting teams to perform support services for the Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Agency. Services include: site office management, administrative services, and community outreach and information services. The consultant or consulting team will assist the Agency in further fulfillment of the Agency's objectives related to the distribution of information to the residents, businesses, non-profit organizations, and property owners within the Bayview Hunters Point Area ("BVHP") as well as the general public, as defined in the Phase 1 and Phase 2 Disposition and Development Agreements ("DDA") for the Hunters Point Shipyard.

Agency staff will recommend an applicant for the Agency Commission's consideration of a Personal Services Contract following staff's evaluation of the proposals and possible oral interviews. Staff's recommendation will be based on the applicant's demonstrated successful experience on relevant and comparable projects. 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\***

**Proposals are due by 4:00 p.m., Monday, December 17, 2012**

RFP available at the Agency	4:00 p.m., Tuesday, November 13, 2012
Pre-submission meeting at the Agency	10:00 am Wednesday, November 28, 2012
Deadline for questions and requests for additional information (via email)	4:00 p.m., Monday, December 3, 2012
Submission deadline for Proposals	4:00 p.m., Monday, December 17, 2012
Applicant interviews	Week of January 7, 2012
Agency Commission consideration	February 2012 <i>*Dates subject to change</i>

**B. Pre-Submission Meeting**

A pre-submission meeting will be held at the Agency, located at 1 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 this Request for Proposals (this “RFP”) 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 RFP must be received in writing by the Agency by e-mail on or before the date and time as shown in Section II. A. Questions received after the deadline may not be answered. All addendums, responses and additional information will be distributed to all registered RFP-holders and posted on the Agency’s website. 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:

**Amabel Akwa-Asare**  
**Successor Agency to the San Francisco Redevelopment Agency**  
**1 South Van Ness Avenue, Fifth Floor**  
**San Francisco, CA 94103**  
**Telephone: 415.749.2592**  
**Fax: 415.749.2585**  
**E-Mail: Amabel.Akwa-Asare@sfgov.org**

**D. Registration**

Applicants may register by submitting the attached Registration Form (Attachment #8) by email. Although it is not necessary to register to receive a copy of the RFP or to submit a Proposal, it is strongly recommended as it will permit the Agency to mail addenda information and respond to inquiries. Only registered RFP-holders will receive responses to all written questions, addendums and any additional information distributed prior to the Proposal submission date.

**E. Submission Time, Place, Date, Contact**

Submission of **seven (7) copies** of the proposal must be received by the staff person identified below, or her designee, no later than:

**Monday, December 17, 2012 at 4:00 p.m.**

to

Successor Agency to the San Francisco Redevelopment Agency  
Attn: **Amabel Akwa-Asare**  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, California 94103  
Phone: **(415) 749-2592**; Fax: **(415) 749-2585**

### **III. BACKGROUND**

The Hunters Point Shipyard ("Shipyard") is a major waterfront facility located in southeast San Francisco and encompasses approximately 500 acres. Owned by the U.S. Department of the Navy ("Navy") since 1939 and closed in 1974, the Shipyard was leased in 1976 to Triple A Shipyards, which maintained the Shipyard and leased unused buildings to artists and small businesses. In 1991, under the Federal Base Realignment and Closure Commission, the Shipyard was declared surplus and preparation began for the eventual transfer to the Agency.

In 1993, the CAC was formed consisting of 29 members appointed by the Mayor, representing residents of BVHP, tenants or businesses operating at the Shipyard, and members of the public with a variety of technical expertise. The CAC's main function is to advise the Agency on the development and conversion of the Shipyard to civilian use. The CAC was instrumental in the development of the Shipyard Redevelopment Plan ("Redevelopment Plan") which was approved by the Commission, and adopted by the City and County of San Francisco Board of Supervisors in July 1997 and amended in 2010.

The Shipyard is a challenging development site because of its contamination and the obsolete infrastructure system. Its location and available land, however, provide for an opportunity to create a new neighborhood for San Francisco, after proper remediation. At full build out, the Shipyard will be a mixed use development which will include new industrial and business park development, housing and retail uses, space for cultural uses, such as museums and galleries, active recreation areas, and a considerable amount of shoreline accessible to the public. The redevelopment of the Shipyard as anticipated in the Redevelopment Plan will occur over a period of 15-25 years, depending on market conditions.

Since 1995, the Agency has maintained a site office at the Shipyard, which has been managed by a consultant that also provides support services to the CAC. Support services include staffing the site office during regular business hours, providing administrative support for CAC meetings, conducting outreach to BVHP residents and responding to requests for information pertaining to the Shipyard development. These services further the Agency's commitment to the BVHP Community. In the near term, the CAC's and the Agency's goals include:

1. Continue to work collaboratively with the community, City policy makers, the Shipyard's master developer (an affiliate of the Lennar Corporation), and the Navy.
2. Successfully coordinate the transition of parcels from Navy to City/Agency ownership and jurisdiction, and then to the Shipyard's master developer.
3. Intensify efforts to develop community-based capacity in BVHP to prepare the community to take advantage of upcoming job and business opportunities.

On February 1, 2012 State Law dissolved the San Francisco Redevelopment Agency and its obligations have been transferred to the Successor Agency. Under the Redevelopment Dissolution Law Successor Agencies only have the authority to enter into new contracts in

compliance with enforceable obligation that existed prior to June 28, 2011 and in accordance with Health and Safety Code 341773 (a). The Agency has determined that the proposed Personal Services Contract complies with existing enforceable obligation, as follow:

- The DDA's for the Hunters Point Shipyard govern the public-private partnership between the Agency and the Shipyard's master developer. The DDA's require the Agency to approve certain land use and related decisions at public hearings before the Successor Agency Commission. To fulfill this obligation support services, including public outreach and administrative support services to the Shipyard's Citizen Advisory Committee are necessary.
  - The Security Services Cooperative Agreement between the United States Navy and the Agency names the Agency as Caretaker for purposes of protecting facilities at the Shipyard and requires the Agency to provide security services which include Entry/Exit Gate Control as stipulated in Appendix 2, Section 2 of the aforementioned agreement. Such Gate Control services are to ensure that only authorized persons with an approved identification in the form of a HPS Badge are allowed to enter the base and include maintaining a badging and identification database program.
- ⇒ The Agency does not have the in-house resources to accomplish any of these activities on its own and therefore must hire contractors to maintain the site office and perform the other tasks required under the proposed Personal Services Contract.
- ⇒ Expenditures for proposed contract are shown on line item 65.04 of ROPS III, which has been approved for January through July 2013.

#### **IV. SCOPE OF SERVICES**

##### **SUMMARY**

The successful contractor (the "Contractor") will provide services to the Agency for project area services, site office management, employment and business referrals for the Shipyard, and administrative services to the CAC and the Agency. Additionally, the Contractor will provide outreach assistance to Agency staff and the CAC in the implementation of the Shipyard redevelopment with the master developer and any future developers. To the greatest extent possible, the Contractor is expected to use multiple media for outreach efforts.

##### **TERMS**

The contract term will be 3 years.

##### **SCOPE OF SERVICES**

Under the direction of Agency staff, Contractor will perform the following services:

1. **Project Area Services:** The Contractor will provide site office management and property management assistance:
  - a) Oversee the security badging program for the Shipyard, which includes coordinating with the Agency's security vendor to provide security badges to individuals seeking to gain access to restricted areas of the Shipyard.
  - b) Assist with site and building tours.
  - c) Assist in the management of the operation of HPS Sustainability Center, including managing the reservation system.
2. **Administrative Support Services:** The Contractor will provide administrative and clerical support for the CAC including the following tasks:
  - a) Plan and schedule meetings in consultation with Agency staff, the Chair (or designee) and subcommittee chairs of the CAC.
  - b) Contact Agency staff, the Chair (or designee) and subcommittee chairs of the CAC for changes to standard dates, new dates and alterations to the agendas prior to the compilation of the calendar and mailing.
  - c) Create and maintain a monthly public calendar of meeting dates, which shall be distributed at least 72 hours prior to the first day of each month.
  - d) Mail the agenda for the each meeting no less than seven (7) days in advance of any meeting date. Update and distribute all calendars and agendas as necessary and in accordance with the Brown Act
  - e) Staff CAC meetings and provide administrative and meeting management support. Staff meetings of the Legacy Foundation for Bayview Hunters Point and provide meeting management support.
  - f) Provide minutes of each meeting no less than seven (7) days before the next meeting.
  - g) Provide support services at up to four (4) workshops per year sponsored by the CAC, the Agency and Lennar, upon request. If requested, the Contractor will be responsible for providing the CAC with workshop notes. A 30-day turnaround for workshop minutes will be required. Notes must be available earlier if there is a relevant follow-up workshop.
  - h) Have a working knowledge of all relevant documents associated with the CAC's work at the Shipyard, including: a) the Hunters Point Shipyard Redevelopment Plan; b) the Navy Conveyance Agreement; and c) the Phase 1 and 2 Development and Disposition Agreements ("Phase 1 and 2 DDAs") between the Agency and Lennar and ancillary documents such as the Community Benefits Agreement.
  - i) Follow Agency policies and procedures and working with the Agency's Project Management staff, solicit bids for services and goods required for CAC activities and meetings. These services and goods will include, but are not be limited to procurement of office supplies, postage, and phone service, refreshments for meetings, audio-visual services and the maintenance and repair of office equipment.
  - j) Staff and operate the Agency's Shipyard site office Monday through Friday from 8:00 a.m. to 5:00 p.m. ("Normal Business Hours"). Any change to the Normal Business Hours requires prior approval of Agency staff.
  - k) Establish and maintain document storage and tracking systems (including paper files, electronic databases, and related media systems) of CAC documents to ensure that they are readily available and in compliance with the Agency's policies.
3. **Outreach Services:** The Contractor will provide the following services:
  - a) Work with Agency staff and the CAC to develop strategy, goals and objectives for

disseminating information through community meetings, and as otherwise needed to update community organizations, residents and community leaders about the status of Shipyard redevelopment.

- b) Develop an outreach process to ensure that the opportunity for community participation in CAC meetings is maximized for BVHP Area residents, homeowners, community organizations, and businesses.
- c) Develop and maintain relationships with BVHP Area tenants, citizens groups and public and private organizations to further the goals of the Hunters Point Shipyard Redevelopment Plan and the Phase 1 and 2 DDA's.
- d) Create and maintain a comprehensive database of residents, homeowners, community organizations, and businesses within the "BVHP Area" as defined in the Phase 1 Disposition and Development Agreement (i.e., the portions of Supervisorial District 10 in 94124, 94134, and 94107 zip code areas)
- e) Update and expand the CAC's mailing list to include residents, community-based organizations, businesses, property owners in the BVHP Area.
- f) Prepare and distribute information for existing residents, non-profit organizations and businesses on the community benefits Lennar is obligated to provide under the Phase 1 and 2 DDAs.
- g) Schedule meetings and make presentations to the residents of the BVHP Area and the general public regarding the development issues and the employment opportunities that exist at the Shipyard.
- h) Schedule and conduct site tours of the Shipyard and surrounding BVHP Area for prospective developers, tenants and the general public, including nonprofit organizations and businesses upon request from Agency staff.
- i) Serve as a point of contact for information requests regarding the Shipyard. Respond to telephone, U.S. mail, electronic mail and walk-in inquiries in accordance with the Agency's Public Records Policy (double check name of policy). Document and perform follow-up on such inquiries, as appropriate. Direct the general public to appropriate Agency representatives, CAC officers, developer representatives and consultants.
- j) Maintain a website with relevant documents and information. Coordinate with Agency staff regarding updates and content for the website. Coordinate with Agency staff to upload CAC related documents and information to other websites, such as the Agency website
- k) Use multiple media (mail, email, website, and social media, etc.) to optimize dissemination of information.

4. **Reporting Requirements:** The Contractor will provide the following:

- a) Monthly written reports (in form requested by the Agency) of all activities and contacts, and other reports to the Agency on an as needed basis.
- b) A detailed annual report summarizing all activities that have taken place during the preceding fiscal year. Include in the annual report the agendas, minutes, and flyers for all meetings managed by the Contractor both in paper and in electronic form.

5. **Operations Manual.**

The Contractor shall maintain an operations manual for the Agency's site office at the Shipyard. The Contractor shall consult with Agency staff to determine the specific contents of the operations manual; however, in general, the operations manual shall



provide detailed instructions on all administrative, clerical, operational and technical (including the operation and maintenance of all office equipment) tasks performed by the Contractor: (i) at the Agency's Shipyard site office, (ii) in connection with the CAC meetings, or (iii) any other task set for under the Scope of Services.

## V. **SELECTION PROCESS AND CRITERIA**

### A. **Selection Process**

- a) Submissions of Proposals 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 all requested information in this RFP, with **seven (7) hard copies** delivered to the Agency, 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. Applicants may use the Submission Checklist (**Attachment #9**) as an aid in preparing the Proposal. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist. If Agency staff determines that a submission is not complete or that an applicant does not meet the minimum qualifications, then the submission may not be subject to further review or scoring.
- c) Agency staff may contact references.
- d) All or some of the applicants who have submitted complete and responsive Proposals may be interviewed. Interviews are scheduled to be held, if at all, 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 Agency's offices located at 1 South Van Ness Avenue 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 the written proposals and, if applicable, the interviews and reference checks. The successful consultant will be obligated to comply with the Agency's Equal Opportunity Program (e.g., Nondiscrimination in Contracts and Benefits Policy, Minimum Compensation Policy, Health Care Accountability policy, including SBE), as well as the other requirements set forth in the attached form of Personal Services Contract.
- g) The selection of an applicant by staff shall not imply acceptance by the Agency of all terms of the proposal, which may be subject to further negotiations and will be subject to the approval of the Commission. If a satisfactory Professional Services Contract cannot be negotiated in a reasonable time, then the Agency Director

may, in her sole discretion, terminate negotiations with the selected proposer and begin negotiations with the next highest ranked proposer or choose instead to select a consultant through some other method.

- h) Following execution of the Professional Services Contract by the successful applicant, the Agency Commission will either approve or reject, in its sole discretion, the selection of the applicant and the Professional Services Contract.

## **B. Selection Criteria**

**The Agency will make the selection of the successful applicant based on the following factors:**

- a) Overall expertise regarding the specific tasks in the scope of services (max. 25 of 100 points);
  - Minimum of 3 years recent experience of providing high quality services of the type described in Section IV. Scope of Services;
  - Professional qualifications, including: Ability to work well in high-pressure environments and meet deadlines; Ability to interact courteously and professionally with the public; Demonstrated ability to work effectively with diverse populations;
- b) Demonstrated familiarity with the Hunters Point Shipyard area as well as the BVHP area and track record in the BVHP community; (max. 25 of 100 points)
- c) Public Sector experience: (max. 25 of 100 points)
  - Experience working with public sector clients and a working knowledge of the Agency's and the City's legislative process, and other regulatory authorities;
  - Knowledge of redevelopment law, the Brown Act, Public Records Act and applicable public agency laws, as well as the Agency's policies and procedures;
- d) The proposed staffing and cost for providing the requested services, giving an hourly rate breakdown. (max. 25 of 100 points)

The following criteria will not be scored, but will be a required minimum (pass/fail) qualification. Those applicants that do not meet these criteria, as determined by Agency staff, may be rejected and not considered further as part of the scoring process.

- e) 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;

- Inability to comply with the Agencies policies may be ground for disqualification.
- Neither Applicant, nor any of its principals or persons who will perform work under the Personal Services Contract, has not been disqualified or debarred from contracting with any federal, state or local governmental agency during the past 5 years.

## VI. SUBMISSION REQUIREMENTS

### A. Submission of Proposals

The Proposal must contain all of the following information:

- 1) Narrative: Submit a description of no more than 5 pages describing qualifications in any relevant areas of specialty and professional capabilities. Please include the following sections:
  - i. General description of relevant experience and professional qualifications
  - ii. Familiarity with the Hunters Point Shipyard area as wells as the BVHP area and track record in the BVHP community
  - iii. Experience working with public sector clients and knowledge of applicable laws and regulations
- 2) Comparable Experience Listing: A list that provides detailed descriptions of work performed in the last 3 years that is of a similar or related nature to the subject scope of services, providing the client name, a description of the work performed, when the work was performed, the total number of hours (by year, if applicable), and contact information for each client.
- 3) Budget: For each proposed employee, a proposed hourly rate, together with an overall annual budget showing the expected number of hours for each listed employee.
- 4) Staffing List: Names of key employees who will be involved in performing work on the Personal Services Contract, including title, a brief resume of key personnel, and proposed responsibilities.
- 5) References: If available, up to five (5) letters of recommendation from former client organization representatives or served community members (at least one of each). Letters must include client contact information.
- 6) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #2**).
- 7) A signed Minimum Compensation Policy Declaration (**Attachment #3**).
- 8) A signed Health Care Accountability Declaration (**Attachment #4**).
- 9) Complete responses to all Disclosure Questions (**Attachment #5**).

- 10) A signed Statement of Compliance with Agency Policies & Certification of Applicant (**Attachment #6**).

NOTE: Applicants must notify the Agency in writing within ten days of any change in the employment status of key employees identified in its submittal.

Seven (7) copies of the Proposal and all required submission elements must be received at the Agency's office no later than **4:00 p.m., Monday, December 17, 2012**. Deliver proposals marked "**Hunters Point Shipyard Site Office Management**" to the attention of:

**Amabel Akwa-Asare**  
Successor Agency to the San Francisco Redevelopment Agency  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Telephone: **(415) 749-2592**  
Fax: **(415) 749-2585**  
E-mail: **Amabel.Akwa-Asare@sfgov.org**

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

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

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

## **VII. AGREEMENT TO COMPLY WITH AGENCY POLICIES**

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

### **A. Small Business Enterprise ("SBE") Program**

The Agency implements a Small Business Enterprises Program which provides consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs.

The Applicant must make good faith efforts to achieve the goals of the Small Business Enterprise Program which is 50% participation for professional and personal services.

As of March 30, 2012, the Agency no longer directly certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency programs. For information regarding other certification business units, please visit the following websites:

- City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification - <http://sfgsa.org/index.aspx?page=5364>
- State of California – Small Business Enterprises (SBE) certification - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

For any questions, please contact George Bridges of the Agency's Contact Compliance Division at [George.Bridges@sfgov.org](mailto:George.Bridges@sfgov.org)

**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. Limitations on Contributions**

Applicant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Agency for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the Contract until the later of either the termination of negotiations for such Contract or six months after the date the Contract is approved. Applicant acknowledges that the foregoing restriction applies only if the contract or a combination or series of

contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Applicant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant. Additionally, Applicant acknowledges that Applicant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

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

**D. 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 George Bridges at the Agency's Contract Compliance Department at 415-749-2546.

**E. 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.

**F. 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's Risk Manager in his/her sole discretion, 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 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 shall apply separately to the project/location, or the general aggregate limit shall be twice the required occurrence limit.
- 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

**G. 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.

**H. Disclosure Questions**

Each consultant shall Complete **Attachment #5**, Disclosure Questions, and submit the completed form as part of its Statement of Qualifications.

**I. 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 Proposal is true and correct (**Attachment #6**).

## **VIII. ADDITIONAL TERMS AND CONDITIONS**

### **A. Personal Services Contract**

The selected applicant will be required to enter into a Personal Services Contract with the Agency substantially in the form of **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 RFP do so at their own expense. The Agency will not consider any contractor costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

### **C. Agency Right to Modify or Suspend RFP**

The Agency, through its Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any contractor, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into a Personal Services Contract.

### **D. Claims Against the Agency**

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

Each applicant by responding to this RFP, waives any claim, liability or expense whatsoever against the Agency and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of 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.

**E. Term of Proposal**

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

## **IX. ATTACHMENTS**

Attachment #1:	Information on the Agency's Small Business Enterprise Program
Attachment #2:	Declaration of Nondiscrimination in Contracts
Attachment #2A	Instructions to Declaration of Nondiscrimination
Attachment #3:	Minimum Compensation Policy Declaration
Attachment #4:	Health Care Accountability Policy 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:	RFP Registration Form
Attachment #9:	Submission Checklist Sheet

## ATTACHMENT #1

### SMALL BUSINESS ENTERPRISE AGREEMENT

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

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

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

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

<b>CONSTRUCTION</b>	<b>50%</b>
<b>PROFESSIONAL SERVICES</b>	<b>50%</b>
<b>SUPPLIERS</b>	<b>50%</b>

**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:

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

**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 unless another term is specified in the Agency-Assisted Contract or Contract.

**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) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

**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 SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

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

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

**Amendment to a Pre-existing Contract** means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business

Enterprise Policy (“SBE Policy”) takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

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

**Arbitration Party** means all persons and entities who attend the arbitration hearing pursuant to Section 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.

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

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

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

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

**Office” or “Offices** means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an “office” under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an “office.” The office is not required to be the headquarters for the business but it

must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an “as needed” basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

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

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

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

**Small Business Enterprise (SBE)** means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits: (a) construction--\$14,000,000; (b) professional or personal services--\$2,000,000 and (c) suppliers--\$7,000,000; and is (or is in the process of being) certified by the Agency as a SBE and meets the other certification criteria described in the SBE application.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations). Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

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

**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 all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

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

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

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

**E. Provide Timely and Complete Information.** The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans,

specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

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

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

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

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

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

**K. Maximize Outreach Resources.** Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

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

## **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.

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

“Amounts for work performed by a subcontractor shall be paid within ten (10) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq.* Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity.”

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

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

## **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 completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

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

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

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

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

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

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

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

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

8. A description of any divisions of work undertaken to facilitate SBE participation.

9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.

10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.

11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

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

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

**F. SBE Determination.** The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section 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 any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor 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:** If you are seeking Agency certification as a SBE, you should fill out the "Application for SBE Certification". If you are already an Agency certified SBE, you should execute the "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 #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"/>
• Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



ATTACHMENT #2

**DECLARATION FORM**  
**Nondiscrimination in Contracts and Benefits**

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- 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.

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE**

**Please return this form to: San Francisco Redevelopment Agency, One South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103**



**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](http://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               | • color                   |
| • creed              | • religion                |
| • ancestry           | • national origin         |
| • age                | • sex                     |
| • sexual orientation | • gender identity         |
| • marital status     | • domestic partner status |
| • disability         | • AIDS/HIV status         |

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

**E. How are subcontracts affected?**

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

**INSTRUCTIONS FOR DECLARATION FORM**  
**Nondiscrimination in Contracts and Benefits**

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**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) for Commercial Business MCP the wage rate is \$11.03. For Nonprofit MCP the wage rate is \$9.36. (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 James Fields at (415) 749-2426, Agency's Contract Compliance Department.

**Routing.** Return this form to: Contract Compliance Department, San Francisco Redevelopment Agency, 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

### 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 \$2.00 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 James Fields at: (415) 749-2426.

**Routing.** Return this form to: Contact Compliance Department, San Francisco Redevelopment Agency, 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

### 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 using the space provided. Use a separate sheet of paper, if necessary. Please state “No” or “None” when appropriate. Do not leave a question blank or state “N/A”. If the applicant<sup>1</sup> is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

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

Answer: \_\_\_\_\_

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

Answer: \_\_\_\_\_

3. Are there any prior or pending administrative complaint/hearing against or any debarment or suspension of or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant’s affiliated corporations 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.

Answer: \_\_\_\_\_

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

Answer: \_\_\_\_\_

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.<sup>2</sup>

Answer: \_\_\_\_\_

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

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

---

<sup>1</sup> For the purposes of this RFP, the term “applicant” shall mean and refer to the respondent to this RFP 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.

<sup>2</sup> 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.

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

### SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

#### PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of October 18, 2011, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), and **THE FIRM'S NAME GOES HERE** (the "Contractor").

#### RECITALS

##### **A. A BACKGROUND ON THE PROJECT WILL BE INCLUDED HERE.**

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".

##### 2. TIME OF COMPLETION

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

##### 3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. For example: "The maximum amount payable under this Contract is \_\_\_\_\_ Payment shall be made according to the schedule 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 within forty-five (45) days of receipt. Invoices received later than six (6) months after services have been provided may not be honored.

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.

6. TERMS AND CONDITIONS-CDBG FUNDED CONTRACTS  
**[If no CDBG are to be used, insert “6. Intentionally Omitted” in place of the title of this section.]**

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

SECTION 3 CLAUSE

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

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

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department

of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

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

## 7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be paid not less than the prevailing wage rate and shall be subject to the same hours and working conditions and shall receive the same benefits provided for similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provisions in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provisions; and Contractor also agrees that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

## 8a. INDEMNIFICATION

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. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("Design Professional") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of 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.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

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

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

- (1) General Liability: \$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 Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).
- (4) Professional Liability Insurance: \$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 "Successor Agency to the Redevelopment Agency of the City and County of San Francisco and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on

behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to 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. 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's Risk Manager.

G. 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.

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

## 11. RECORDS, REPORTS AND AUDITS

### A. Records

(1) Records shall be established and maintained in accordance with Agency requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by 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. LIMITATIONS ON CONTRIBUTIONS

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

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

### 15. CONFIDENTIALITY/PROPERTY OF AGENCY

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

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

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

17. NONDISCRIMINATION AND EQUAL BENEFITS

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

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

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

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of 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”.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

The Agency implements a Small Business Enterprises (“SBE”) Program which provides consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** “SBE Agreement”).

The Applicant must make good faith efforts to achieve the goals of the Small Business Enterprise Program which is 50% participation for professional and personal services.

As of March 30, 2012, the Agency no longer directly certifies SBEs but instead relies on the information provided in other public entities’ business certifications to establish eligibility for the Agency programs. For information regarding other certification business units, please visit the following websites:

- City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification - <http://sfgsa.org/index.aspx?page=5364>
- State of California – Small Business Enterprises (SBE) certification - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

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

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of 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 (See **Attachment E** “Minimum Compensation Policy” and **Attachment F** “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco’s Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco’s Director of Health.

20. TERMINATION

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.

21. MISCELLANEOUS PROVISIONS

A. Notices

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

If to the Agency:      Successor Agency to the Redevelopment Agency  
                                 of the City and County of San Francisco  
                                 One South Van Ness Avenue, Fifth Floor  
                                 San Francisco, CA 94103  
                                 Attention: Executive Director

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

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

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (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 Agency representative's phone number is \_\_\_\_\_.  
The initial Contractor designated representative for this Contract is \_\_\_\_\_, the Contractor's designated representative's phone number is \_\_\_\_\_.

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

[CONTRACTOR] [**“a California corporation” or “a sole proprietorship”**]

By:\_\_\_\_\_

[Signatory]

[Title]

Federal Tax Identification No. \_\_\_\_\_

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

By:\_\_\_\_\_

Executive Director,

APPROVED AS TO FORM:

By:\_\_\_\_\_

Counsel

Authorized by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_.

## ATTACHMENTS

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Nondiscrimination in Contracts and Benefits Form
Attachment D:	Small Business Enterprise Agreement
Attachment E:	Minimum Compensation Policy Declaration
Attachment F:	Health Care Accountability Policy Declaration

ATTACHMENT #8  
RFQ/RFP REGISTRATION FORM

**Hunters Point Shipyard Site Office Management**

**Name of Organization:**

**Address:**

**Contact Person:**

**Phone:**

**Fax:**

**E-mail:**

## ATTACHMENT #9

### SUBMISSION CHECKLIST SHEET

The Proposal must contain all of the following information:

- a) Narrative
- b) Comparable Experience Listing
- c) Budget
- d) Staffing List
- e) References
- f) A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #2**).
- g) A signed Minimum Compensation Policy Declaration (**Attachment #3**).
- h) A signed Health Care Accountability Declaration (**Attachment #4**).
- i) Complete responses to all Disclosure Questions (**Attachment #5**).
- j) A signed Statement of Compliance with Agency Policies & Certification of Applicant (**Attachment #6**).