

Treasure Island Development Authority

REQUEST FOR QUALIFICATIONS

-for-

***URBAN DESIGN CONSULTING SERVICES TO ASSIST IN THE
PREPARATION OF A DESIGN FOR DEVELOPMENT
DOCUMENT AND THE DESIGN REVIEW AND DOCUMENT
APPROVAL PROCEDURE FOR THE TREASURE ISLAND
REDEVELOPMENT PROJECT AREA***

Dated: *November 1, 2007*

Treasure Island Development Authority

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(Form HRC-12B-101)

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1. Introduction.

The Treasure Island Development Authority ("TIDA") is issuing this Request for Qualifications (this "RFQ") in search of candidates ("Candidates") that have the necessary qualifications set forth in this RFQ. Whether a Candidate has such qualifications will be determined through the evaluation process described in Section 5(c) of this RFQ. Candidates chosen through this process ("Qualified Candidates") will be eligible to participate in the selection process described in Section 5(e). The selection process will identify the Qualified Candidate that will have the opportunity to enter into a contract (the "Contract") to perform the work, project or services (the "Work") described in Section 2 of this RFQ. No Candidate will have any legal or equitable right or obligation to enter into the Contract or to perform the Work as a result of such Candidate being chosen as a Qualified Candidate.

(a) Project Background.

Naval Station Treasure Island ("NSTI") consists of two contiguous islands in the San Francisco Bay: the 403-acre Treasure Island to the north, which was built from sediments dredged from the Bay, and the 147-acre Yerba Buena Island to the south. Treasure Island proper was constructed by the New Deal-era WPA in 1936-1939 for the purpose of hosting the Golden Gate International Exposition ("Exposition") to celebrate the engineering marvels achieved by the completion of the Golden Gate and Bay Bridges, and to acknowledge the ascendancy of California and San Francisco as economic, political and cultural forces in the increasingly important Pacific region.



Figure 1 - Aerial View of Naval Station Treasure Island

When the Exposition closed in September 1940, it was planned to become the site of the San Francisco Airport, but was instead leased to the U.S. Government to serve as a base for the U.S. Navy during World War II. The island became a major naval facility, processing approximately 12,000 military personnel per day for service overseas and upon their return to the United States. The Navy subsequently acquired Treasure Island by condemnation in 1942.

Yerba Buena Island, a natural island that is connected to Treasure Island, includes historic officers' quarters and gardens constructed during the early days of the Navy's use of the Islands. In addition to historic housing, the Navy subsequently developed additional housing areas by grading hillsides and building on hilltop areas. With its small beach and native habitat, Yerba Buena Island is an important ecological resource. A U.S. Coast Guard installation occupies the southern side of the island and will continue to be an active station.

NSTI was closed on September 20, 1997, as part of the Base Realignment and Closure III (BRAC) program, following approval by Congress in 1993. The City of San Francisco ("City") was designated as the Local Reuse Authority ("LRA") in 1994. In 1997, the California State Legislature authorized the City to designate TIDA as the redevelopment agency for Treasure Island, and the LRA status was transferred from the City to TIDA. TIDA is a non-profit public benefit corporation governed by a Board of Directors appointed by the Mayor, and is responsible for management of interim use of the Islands and planning and implementing the reuse and redevelopment of the former installation, which responsibility they have delegated to the Mayor's Office of Base Reuse and Development ("MOBRAD").

(b) Project Vision and Description.

Reflecting its 1939 roots as the site of the Golden Gate International Exposition, Treasure Island is poised again to become a one-of-a-kind destination for the region and the country. A potential jewel sitting in the middle of the Bay, Treasure Island presents San Francisco with an once-in-a-lifetime opportunity to demonstrate to the world its commitment to growth in an environmentally

responsible manner by creating the most sustainable large development project in the history of the United States. This vision is guided by the following principles for development:

- Establishing a Regional Destination: Renew one of the region's most centrally located and attractively situated areas of underdeveloped land.
- A Unique San Francisco Neighborhood: Create a self-sufficient community with a strong connection to San Francisco through contemporary urban design and accessible transit.
- Leadership in Sustainability: Combine urban vitality with density, access, transportation, green development practices and natural resource conservation to create a model sustainable community.
- Creating Community Benefits: Provide facilities to support the range of ages, household types and incomes, with emphasis on providing the necessary amenities to attract and retain families.

In early 2000, TIDA initiated a master developer selection process for the redevelopment of NSTI. This culminated in the selection of Treasure Island Community Development, LLC ("TICD") as the proposed master developer in March 2003. In late 2006, a Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (the "Development Plan") was endorsed by the TIDA Board and the San Francisco Board of Supervisors. TIDA and TICD are continuing to negotiate the terms of a development deal with the goal of reaching a final Disposition and Development Agreement ("DDA") by early 2009.

The Development Plan represents nearly seven years of planning and is the product of the most extensive public review process for a large development project in the City's history. It presents a comprehensive look at all of the key elements of the proposed redevelopment of Treasure Island and Yerba Buena Island (collectively, "Treasure Island"), and includes detailed plans regarding land uses, phasing, infrastructure, transportation, sustainability, housing, including affordable housing, jobs and equal opportunity programs, community facilities and project financing (See website: http://www.sfgov.org/site/treasureisland_index.asp?id=284) The breadth of the Development Plan is intended to allow for a clear understanding of the policy goals and objectives of the project, and will provide specific guidance for the enormous efforts necessary to prepare final development agreements and plans, and to conduct project specific environmental review. The Development Plan will be the starting point for the Design for Development and Design Review and Document Approval Procedure, which are the focus of this RFQ.

To give physical form to the guiding principles of the Development Plan, TICD has created a land plan and design concept framework based on input via an extensive public process. While subject to continued environmental and design review by the City, TIDA and the community, the plan includes a series of ambitious features including:

- An innovative land use plan and compact development footprint to create urban densities and a new ferry quay to establish a physical and symbolic connection with San Francisco.
- An articulated urban design and architectural plan that establishes relationships between buildings, public space, transportation, views and natural and developed open space areas.
- A transit-oriented community centered around a multi-modal transit hub with approximately 6,000 residential housing units, 400-500 hotel rooms and 235,000 square feet of retail/commercial space, providing a threshold community size to support ferry service, neighborhood retail, community services and public/recreational amenities.
- A commitment to sustainability including a climate-responsive urban form, transit-first agenda, detailed renewable energy proposals, an innovative green building program, an organic farm and constructed wetlands for stormwater treatment and wildlife habitat.
- Significant and dramatic public open spaces including approximately 300 acres of wetlands, parks, playgrounds, recreational areas, public spaces and habitat designed to attract and captivate visitors and residents.

2. The Work.

TIDA is seeking a professional consultant to assist in the process of creating a Design for Development (“D4D”) document and the Design Review and Document Approval Procedure (“DRDAP”) for the proposed redevelopment of Treasure Island. The D4D will set forth a framework for development, including project specific design principles, goals and objectives and provide a detailed set of urban design guidelines and development standards/controls for new construction, adaptive reuse of historic buildings, creation of new streetscapes and pathways, and the development of both new and improved open space. The DRDAP will establish the approval process for major infrastructure, major development phases and specific buildings within those phases, including 1) the manner in which TIDC and other developers will provide drawings, elevations, models and other depictions of their designs; 2) the standards and procedures for design review and approval (including response times); and 3) dispute resolution mechanisms and appeals processes.

The D4D will be developed through an iterative and collaborative design process coordinated by TIDC’s development team, with TIDA participation (including involvement of planning staff from both the San Francisco Redevelopment Agency and the City Planning Department) and informed by public outreach. This will take the form of a series of public meetings, closely coordinated with the Treasure Island Citizen’s Advisory Board, to present designs and solicit feedback from stakeholders. While not serving in a principal design role, TIDA’s consultant will complement the planning and design team by providing strategic level advice, peer review, and input into both content and process to TIDA staff. Paramount to the assignment is ensuring that the interests of TIDA and the City are being met; specifically, achieving design excellence in the public realm and delivering a high level of quality and diversity of architectural expression.

(a) Design for Development Process.

Building on the urban design and land use concepts developed to date (see [Development Plan, Exhibit E. Design Concepts and Strategies](#)), the D4D process will consist of two steps. The first step will be to define the three dimensional form and character of development. The second step will be to draft a document that codifies that form and character into a set of detailed urban design guidelines based on the preferred schemes. TIDA's consultant will advise staff throughout the entirety of this two-step process of design and documentation. Although the final content and structure of the D4D will be developed during the process, the document will likely include, and/or incorporate, the following elements:

- Land use framework plan: development intensity (i.e. land uses and density).
- Circulation framework plan: street hierarchy, typologies/sections, on-street parking, pedestrian network and bike routes.
- Open space and parks framework plan: open space, parks and streetscape typologies.
- Urban form framework: building envelope controls (i.e. height, bulk, mass, setbacks).
- Design guidelines and development controls: including, but not limited to, building design, parking, loading zones, open space requirements, encroachments, signage, and lighting standards.
- LEED for Neighborhood Development criteria: Not in the scope of this RFQ; see Sustainability Plan.
- Treasure Island Green Building Specifications: Not in the scope of this RFQ; see Sustainability Plan.

The framework plans will address broad planning concerns such as land use, transportation, open space, and public realm, while the guidelines, standards and controls will serve to balance concerns of urban design and pedestrian experience with excellence in architectural design and diversity. To achieve these and other stated goals for the project, the D4D will establish maximum development intensities, heights, massing, tower separation, coverage and streetwall, open space, sunlight and wind, street system, view corridors, parking and loading zones, and will also include specific building-type controls and guidelines (i.e. low rise, podium and mid-rise and towers).

The final D4D document will be attached to and approved in conjunction with the DDA. Once approved, the D4D will ultimately be used as a design resource and reference for architects, developers, TIDA and the City as development proceeds, as well as serve as the governing and controlling document for TIDA and the City's design review and approval process as described below.

(b) Design Review and Document Approval Procedure.

Based on the guidelines and requirements of the D4D, the DRDAP will be established and required for each phase of horizontal development and for all of the vertical development. The DRDAP will set forth the approval process for major infrastructure and development phases, as well as individual buildings or parcels within each phase. For horizontal development, TIDA will establish a procedure to approve designs, plans and specifications, including the creation of a horizontal development task force to coordinate and expedite the necessary approvals. For vertical development, TIDA will establish a procedure to review and approve designs, plans and specifications, with the express purpose of implementing the urban design concepts outlined in the D4D, particularly the requirements for a high quality public realm and architectural excellence and diversity.

The key elements of the DRDAP are as follows:

- Major Phase applications for horizontal development
- Schematic Design application for vertical development
- Design Development drawings for vertical development
- Permit application for vertical development

(c) Related Planning Efforts.

While the D4D and DRDAP will provide the framework for design and approvals for the redevelopment of Treasure Island, there are several other related planning efforts required to implement the Development Plan as outlined in this section. While these efforts are not specifically included in the anticipated scope of work, the selected consultant (the "Consultant") may be asked to provide as-needed advice as work progresses. TIDA, in coordination with the Planning Department, will use the D4D as the basis for making conforming amendments to the General Plan, Planning Code and Zoning Maps as required. These efforts will be closely coordinated with the Redevelopment Plan, Environmental Impact Report ("EIR"), and other required planning and redevelopment documents. TIDA has contracted with a consultant team to assist in the preparation of the Redevelopment Plan and related documents, which are expected to be adopted in early 2009. Similarly, the EIR will be informed by and use portions of the D4D to analyze certain resource areas such as land use, aesthetics, and wind and shadow. The EIR will analyze, at a project-specific level, the Development Plan that was endorsed by the Board of Supervisors last year. TIDA and TICD are co-applicants for the EIR, which is currently being prepared by the Major Environmental Analysis division of the San Francisco Planning Department. TIDA is also serving as a co-lead agency with the Planning Department. The EIR is expected to be certified in early 2009.

(d) Anticipated Scope of Work.

The consultant will play an integral role in both the D4D and DRDAP processes by strategically advising TIDA staff, providing design review, critical analysis, resource information, and ultimately ensuring that stated principles and goals are manifested and codified in development controls and design guidelines. The consultant will advise TIDA staff in negotiations with TICD

and its design team to ensure that public benefits and the objectives of TIDA and the City are being achieved.

At TIDA's request, the Consultant will participate in various aspects of the urban design, architectural design and design review/approval process through final drafting of the D4D and DRDAP documents. These services will be provided on an "as needed basis" and may include, but not be limited to, the following:

D4D Phase I – Definition of Form

- Attend team meetings, conference calls, design charrettes, and public meetings in San Francisco throughout the design process (number of meetings to be determined).
- Review design proposals and provide written comments to TIDA, and in consultation with and through TIDA, provide a summary of recommendations and items for further discussion or study and be prepared to present these to the team at follow-up meetings.
- Present relevant and exemplary case studies including best practices, benchmarks, and lessons learned from both project experience and secondary research / study tours
- Provide other "As Needed" design review / advisory services as requested by TIDA.

D4D Phase II – Document Preparation

- Provide early structural and content related recommendations for the D4D document.
- Review and redline D4D document outlines, drafts and final draft; and provide written comments and markups to TIDA.

DRDAP

- Provide structural and procedural recommendations for the DRDAP process, which may include advice on the formation of a professional, advisory Urban Design Review Panel.
- Meet with other City agencies' staff as required to negotiate aspects of design review and permitting process.
- Provide other "As Needed" design review / advisory services as requested by TIDA.

The above description of the Work is intended as a general guide and not as a complete description of all aspects of the Work or of all tasks necessary in order to complete the Work. The term of the Contract is anticipated to be twelve to fourteen months.

(e) Roles and Responsibilities.

The Consultant will contract directly with TIDA. TICD and its consultants will direct and manage the D4D and DRDAP process, and will be responsible for the production of final documents. However, TIDA staff, the Consultant, and staff from the Planning Department and Redevelopment Agency will work as a collaborative team to establish the appropriate content and framework for the efforts. The Consultant will work closely with the team to identify and address key issues, and provide TIDA with feedback and design review that protects the interests of delivering public benefits. All correspondence, direction, and day-to-day communication will be addressed from the consultant to MOBRAD staff. No copies of the final or interim work products in whole or part may be provided to any party except TIDA, TICD and its consultants, and staff from the Planning Department and the Redevelopment Agency, unless authorized in writing by TIDA.

3. Qualifications and Experience.

Candidates should have at least ten to fifteen years experience in managing design and planning efforts for large-scale, mixed-use development projects in high-density urban environments, with an emphasis on developing and implementing urban design guidelines. Specifically, Candidates will be ranked based on their track record of gaining entitlements and project approvals, and successfully implementing projects at the neighborhood or master plan community level.

Experience with public-private partnerships is critical, as well as experience working for public-sector clientele or administering development planning within the public sector. Background and professional expertise in one or more of the following is required: land use planning, urban design, architecture, landscape architecture, land development and/or mixed-use, transit-oriented development. In addition to drawing on the Consultant's own professional skill set, other technical support and advisory services may be called upon during the course of the project. TIDA will work with the Consultant to contractually accommodate all necessary disciplines.

A strong knowledge base around the myriad, inter-related issues of community development and their implications for the built environment is essential (i.e. urban design, architecture, affordable housing, historic reuse, sustainability, green building, transportation, infrastructure, open space and public access). Specifically, demonstrated skill and significant experience are required in one or more of the following relevant areas of professional practice:

- Executing major urban design and architectural commissions (Key: successful track record of gaining project entitlements/approvals and built projects that meet project objectives).
- Developing and implementing urban design guidelines and development controls for master planned community developments (Key: identifying, evaluating, codifying, and articulating the essential qualities of community design and character).
- Implementing development plans for complex mixed-use projects involving public-private partnerships (Key: ability to balance public and private interests).

- Administering design review processes and procedures (Key: public sector review and approval of plans, design review panels, task forces, etc.).

Equally important to the above stated professional experience is that the Consultant's perspectives complement those of the project team. The unique nature of the project requires a unique approach to planning and design. In order to achieve the highest level of design quality and TIDA's objectives to deliver a wide array of public benefits, TIDA is looking for a consultant that shares its ambitions and offers an innovative perspective on community design and development. As such, the primary focus of the Consultant's work efforts will be to advise TIDA staff during the development of designs, plans, standards, and guidelines on how to best achieve project objectives and how to best establish efficient and effective review processes and procedures. Candidates should be able to speak clearly to and inform discussion around the following principal areas of concern as they relate to the D4D and DRDAP process for Treasure Island:

- Building form: Characteristics of building form, massing, placement, and other critical urban and architectural elements that create complementary neighboring buildings and street frontages, enhance the feeling of neighborhood vitality, and promote a diversity of style and high-quality design and architecture.
- Public realm: Design attributes and solutions that activate the public realm and prioritize pedestrians, bicyclists, and transit riders, yet also accommodate autos, with attention to sidewalks, pathways, bikeways, street typologies, parking, trees, signage, and lighting.
- Sustainable design: Opportunities to integrate green building technologies and sustainable site design with innovative architectural expression in compelling ways that provide multiple aesthetic and environmental benefits, with special attention to micro-climatic responses.
- Open space: Design attributes of a vibrant network of parks and open space that provide connectivity, unique neighborhood identity, and a diversity of program types and uses for both residents and regional visitors; emphasis on solutions that respond to environmental conditions, ecological systems and personal comfort.



Figure 2 - Treasure Island Illustrative Land Plan

4. **Qualifications Statement.**

To respond to this RFQ, a Candidate must submit a Statement of the Candidate's Qualifications (a "Qualifications Statement") on or before the submissions deadline (the "Submissions Deadline") set forth in Section 5(b) of this RFQ. The Qualifications Statement must be signed by a person authorized to bind the Candidate to the representations, commitments and statements contained in the Qualifications Statement. The Qualifications Statement should not exceed 20 pages including the cover letter, resumes and standard brochures, but not including the required Chapter 12B Declaration and other required declarations. The Qualifications Statement must contain the following information and documents in the following order:

- Cover Letter. A cover letter not exceeding two pages in length, summarizing the key points in the submission. The cover letter should include the full name of the Candidate, a description of the Candidate's organizational structure (e.g., corporation, partnership, limited liability company), and key personnel that will perform the Work.
- Authorized Representative. The name, address, telephone number and facsimile number of the person authorized to represent the Candidate with respect to all notices, negotiations, discussions and other communications relating to this RFQ, to any further selection process and to any negotiations relating to the Contract.
- Representation Regarding Good Standing, Licenses, Etc. A representation that the Candidate is in good standing and has all necessary licenses, permits, approvals and authorizations necessary in order to perform the Work and conduct the Candidate's business.

- Representation Regarding Contracting Requirements. A representation that the Candidate is able and willing to comply with all of the contracting requirements described in Section 7 of this RFQ.
- Relevant Experience. A description of all relevant project experience with large-scale community planning and design in an urban setting. Specifically, applicants shall provide a maximum of two samples of development plans and/or design guidelines, as well as supporting project summaries including the following information:
 - Project description (including client, location, dates, and development program)
 - Scope of work / project approach
 - Consultant and key staff role(s) on development team
 - Public process involved
 - Status of project implementation (approved, under construction, built, etc.)
 - Key issues addressed / lessons learned / outcomes
- Local and Related Experience. A list of representative projects completed within the last five years in which the above services have been performed. Familiarity with San Francisco's planning and entitlement process, planning and building codes, is preferred.
- Approach. A description of the Candidate's approach and the methods it will employ to undertake the anticipated scope of work as outlined in this RFQ. The statement should respond to the following principal areas of concern as they relate to developing design guidelines and approvals processes:
 - Achieving architectural excellence
 - Allowing for design diversity, authenticity and adaptation/flexibility through time
 - Achieving sustainability in master planned community context, including green building considerations that inform/enhance urban design
- Capability and Resources. Information that demonstrates that the Candidate has suitable resources available to ensure satisfactory completion of the Work, and that their ongoing or anticipated work volume will not interfere in their ability to perform on this project. Both in house resources and those of the Candidate's consultants should be identified.

- Disclosures. Information with regard to each of the following items:
 - Describe any pending legal proceedings or actions that have been filed by the Candidate, sub-consultant or joint venture member, or against any affiliated entities, within the last five years. Provide dates the complaints were filed and the present status of litigation within the last five years.
 - Describe any prior or pending administrative complaint hearing against or any debarment, suspension of or other administrative determination by any federal, state, or local program relating to any of the Candidate, any sub-consultant, or joint venture member or any affiliated entities.
 - Describe any instances in which the Candidate, any sub-consultant or joint venture member, or affiliated entities filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.
 - Describe any business, property, gifts, loans, investments or other financial relationships between any consultant team member and any member of the Board of Directors of TIDA (including relationships with members of the TIDA Board's immediate family) such as those defined by Section 87103 of the Fair Political Practices Act.
- Staffing. A list of key personnel who will be in charge and control of the performance of the Contract if it is awarded (likely one Principal level and one supporting staff, with Principal responsible for majority of the Work). Submit detailed information on their project specific responsibilities and their qualifications including resumes, certificates, registrations and licenses. Key personnel assigned to the project should include a Project Director (i.e. Principal level) with authority to commit the resources of the Candidate to the project. The Project Director shall be available for intensive and continuous project involvement from project inception through completion. Include an hourly rate fee schedule, but not a fee proposal.
- References. A list of references for the Candidate, including the name, address and telephone number of 3 or more recent clients (preferably other public agencies) for projects or transactions similar to the Work in size and scope. Include permission for TIDA to contact such clients upon receipt of the Qualifications Statement.

5. **Orientation, Submission and Selection Process.**

(a) **Orientation Meeting.**

Candidates are strongly encouraged to attend a pre-submission orientation meeting on November 16, 2007, at 1:30 pm., to be held at City Hall, Room 201, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102. Questions raised at the orientation meeting will be answered orally at the meeting. If any oral answer constitutes, in the opinion of TIDA, a material addition

to or modification of this RFQ, such answer will be confirmed in a written addendum to this RFQ.

(b) Time and Place for Submission of Qualifications Statements.

Each Candidate shall submit one original and two copies, plus one CD with PDF files, of its Qualifications Statement in a sealed envelope. Qualifications Statements must be *received* no later than 3:00 p.m., on November 21, 2007. Qualifications Statements may be delivered in person or sent via courier or U.S. mail to:

Michael Tymoff
Assistant Project Manager
Treasure Island Redevelopment
Mayor's Office, Base Reuse and Real Estate Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Other means of transmission (including facsimile) will not be accepted. Envelopes must be marked: "Treasure Island Design for Development RFQ." Questions concerning the RFQ may be addressed to Michael Tymoff, via email at michael.tymoff@sfgov.org prior to November 9, 2007. Responses shall be securely sealed in a suitable envelope addressed and marked as indicated above. No submittals will be accepted after the time specified. TIDA assumes no responsibility for delay due to the U.S. Postal Service or any other type of delivery that results in the late arrival of a response.

(c) Evaluation Process.

The Qualifications Statements will be evaluated by a selection committee comprised of City staff. At any time during the evaluation process, TIDA may require a Candidate to provide oral or written clarification of its Qualifications Statement. TIDA anticipates the following steps for evaluation and selection:

- Issuance of the RFQ
- Deadline for written questions
- Orientation meeting
- Submittal of Qualifications Statements
- Review of Qualifications Statements for completeness and minimum qualifications; rank based on criteria in RFQ
- Notify and arrange interviews with Qualified Candidates
- Conduct interviews and rank interviewees based on criteria in RFQ
- Select and notify Consultant

Upon receipt of Qualifications Statements, staff will verify the completeness of the Qualifications Statements. Qualification Statements that staff determine are not materially complete will be deemed non-responsive and will not be ranked. Staff will rank Qualified Candidates, but not all qualified Candidates need be selected for interviews. Staff will then

interview and complete a ranking of Qualified Candidates based upon the criteria described in the Selection Process and Contract Award section below. Staff will then select and notify the selected Consultant with whom it will commence Contract negotiations. If a satisfactory Contract cannot be negotiated in a reasonable time as determined by MOBRAD staff, MOBRAD in its sole discretion may terminate negotiations with the highest ranked Qualified Candidate and begin Contract negotiations with the next highest ranked Qualified Candidate.

(d) Estimated RFQ Selection Schedule.

The following schedule sets forth the timetable for the selection of Qualified Candidates and the Consultant. The dates given for items 5, 6 and 7 are merely estimates and are not binding on TIDA.

1. Issuance of this RFQ	November 1, 2007
2. Deadline for Questions and Requests for Information	November 9, 2007
3. Orientation Meeting	November 16, 2007 1:30 PM PST
4. Qualification Statements Submission Deadline	November 21, 2007 3:00 PM PST
5. Notice to Candidates of Selection of Interviewees	November 27, 2007
6. Interviews with Qualified Candidates	November 30, 2007 9:00AM-5:00 PM PST
7. Notice Selection Results for Consultant	December 3, 2007

(e) Selection Process and Contract Award.

Each Qualified Candidate will be evaluated on a scale of up to 100 percentage points, plus a possible LBE preference of up to an additional 10 percentage points as described below. The qualifications that staff will evaluate include, but are not limited to, the following:

OVERALL EXPERIENCE (60%)

- Executing major urban design and architectural commissions for projects of comparable scale and complexity
- Developing and implementing urban design guidelines and development controls for master planned community developments, with emphasis on building form, public realm, sustainability and open space
- Implementing development plans for complex mixed-use projects involving public-private partnerships
- Administering design review processes and procedures

ORGANIZATIONAL RESOURCES (10%)

- Key personnel (i.e. one Principal-level Project Director)
- Support personnel (i.e. one Junior or Associate-level staff)
- Present workload vs. capacity
- Ability to meet project schedule and attend required meetings/presentations
- Ability to produce clear and concise communications and graphics (as required)

REFERENCES (10%)

UNDERSTANDING OF PROJECT REQUIREMENTS (10%)

- Ability to interpret TIDA's objectives and overall project goals
- Approach to the Work

COMPLIANCE WITH CONTRACT REQUIREMENTS (10%)

- Ability to comply with the contract requirements described in Section 7

LOCALLY BASED BUSINESS ENTERPRISES (LBEs) (5-10% bonus)

A locally based business ("LBE") is an independent and continuing business for profit, performs a commercially useful function and is a firm 1) with fixed offices or distribution points located within the geographic boundaries of the City and County of San Francisco; 2) listed in the Permits and License Tax Paid File with a San Francisco Street address; 3) which possesses a current Business Tax Registration Certificate at the time of the application for certification as a local business. Post office box numbers or residential addresses shall not suffice to establish status as a "local business." To qualify as a local business, a business must establish that it has been located and doing business in San Francisco for at least six months preceding its application for certification as a local business.

A disadvantaged business enterprise is an LBE that is a socially and economically disadvantaged business that is an independent and continuing business for profit, performs a commercially useful function, and is owned and controlled by one or more economically disadvantaged persons. The aggregate ownership or control of the DBE must equal or exceed 51% of the business and whose average gross receipts in the three fiscal years immediately preceding its application for certification as a DBE does not exceed \$2,000,000. DBE status shall be based upon economic threshold and not race or gender.

Bonus percentage points will be awarded to LBEs and DBEs as follows:

(a) A 5 percentage point bonus will be awarded to (i) a LBE or (ii) a joint venture with a DBE where DBE participation equals at least 35%, but is less than 40%; or

(b) A 7.5 percentage point bonus will be awarded to a joint venture with a DBE where DBE participation equals or exceeds 40%, but is less than 51%; or

(c) A 10 percentage point bonus will be awarded to (i) a DBE or (ii) a joint venture with a DBE where DBE participation equals or exceeds 51%.

If an LBE or DBE preference is claimed, the Qualifications Statement must clearly document the Candidate's status as an LBE or DBE.

6. Terms and Conditions Governing this RFQ.

(a) Candidate Information.

Candidates who request and receive copies of this RFQ must provide the following information to TIDA: name of Candidate, name of contact person for Candidate and the address, telephone number and facsimile number of such contact person. Each Candidate shall be responsible for notifying TIDA (at the address specified in Section 5(b) of this RFQ) in writing of any changes in such information. Any such notice must specifically reference this RFQ.

(b) Questions Regarding this RFQ.

Candidates are strongly encouraged to raise any questions they may have regarding this RFQ prior to the orientation meeting in writing at the address set forth in Section 5(b) of this RFQ. No written questions regarding this RFQ will be accepted after November 9, 2007. Any remaining questions regarding this RFQ must be presented orally to TIDA at the orientation meeting. If any answer constitutes, in the opinion of TIDA, a material addition to or modification of this RFQ, such answer will be confirmed in a written amendment to this RFQ.

(c) Addenda to this RFQ.

TIDA may modify this RFQ by issuing a written addendum prior to the Submission Deadline. TIDA will notify each Candidate of any such addendum by transmitting a copy to the most recent address or facsimile number of such Candidate provided pursuant to Section 6(a) of this RFQ.

(d) Amendment by Candidate of Qualifications Statement.

A Candidate may amend its Qualifications Statement at any time before the Submission Deadline. Such amendment shall be made by submitting a new Qualifications Statement in its entirety (regardless of the scope of the amendment), with the amended portions marked or highlighted. Such new Qualifications Statement shall be submitted prior to the Submission Deadline in the same manner as otherwise required herein for Qualifications Statements.

(e) Costs of Responding; Retention by City of Qualifications Statements and Related Documents.

TIDA accepts no financial responsibility for any costs or fees incurred by a Candidate in responding to this RFQ, or attending interviews or meetings as part of this selection process. Qualifications Statements and any other documents or materials submitted in response to this

RFQ shall, upon submission, become the property of TIDA and may be used by TIDA in any way TIDA deems appropriate.

(f) Sunshine Ordinance.

In accordance with San Francisco Administrative Code Section 67.24(e), bids, responses to requests for proposals, responses to requests for qualifications and all other records of communications between TIDA or City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by such Section 67.24(e) will be made available to the public upon request.

(g) Candidate's Obligations Under the Campaign Reform Ordinance.

All Candidates must comply with Section 16.510-2 of the San Francisco Administrative Code, which states:

No person who contracts with the City and County of San Francisco, for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for such contract.

If a Candidate is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Candidate is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a request for proposal or a request for qualifications, and requests to be placed on a mailing list do not constitute negotiations.

Persons who knowingly or willfully violate section 16.510-2 are subject to a fine of up to \$500 and a jail term of six months, or both. (San Francisco Administrative Code Section 16.515(a)). Persons who negligently violate section 16.510-2 are subject to a civil penalty of up to \$500. (San Francisco Administrative Code Section 16.515(b)).

Any questions regarding this ordinance should be directed to the San Francisco Ethics Commission at (415) 554-9510.

(h) Reservations of Rights by TIDA.

The issuance of this RFQ does not constitute an agreement by TIDA that any selection process will occur or that any contract (including the Contract) will be entered into by TIDA. TIDA expressly reserves the right at any time to:

- Waive any defect or informality in any Qualifications Statement or the procedure set forth in this RFQ
- Reject any or all Qualifications Statements
- Issue a new request for qualifications in lieu of this RFQ
- Change the selection process
- Procure all or any portion of the Work by any other means
- Extend the Submission Deadline, or accept amendments to Qualifications Statements after expiration of the dates set forth in this RFQ
- Determine that the Work will not be pursued

7. Contracting Requirements.

In order to be selected as a Qualified Candidate, the Candidate must be willing to comply with the following requirements with respect to the Contract:

(a) Form and Content.

The Candidate must be willing to enter into a written agreement that is substantially in the form of the Agreement for Professional Services (the "Contract") attached as *Appendix A*. Failure to timely execute the Contract, or to furnish any and all certificates, bonds or other materials required in the Contract, shall be deemed an abandonment of a contract offer. TIDA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance (§43 in the Contract), the Health Care Accountability Ordinance (§44 in the

Contract), and the First Source Hiring Program (§45 in the Contract), and applicable conflict of interest laws (§23 of the Contract).

(b) Business Tax Registration.

At the time the Contract is executed, the Qualified Candidate in question must have a current and valid San Francisco Business Tax Certificate. This certificate can be obtained by properly submitting to the City's Tax Collector a completed Business Tax Registration Declaration and paying the \$200 registration fee. The current form of such declaration is attached as *Appendix B*.

(c) Certification of Chapter 12B Compliance.

At the time the Contract is executed, the Qualified Candidate in question must be in compliance with Chapter 12B of the San Francisco Administrative Code. Candidates must submit to TIDA a "Chapter 12B: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101). The current version of this form is attached as *Appendix C*.

8. Protest Procedures.

(a) Protest of Non-Responsiveness Determination.

Within five (5) working days of TIDA's issuance of a notice of non-responsiveness, any firm that has submitted a Qualifications Statement and believes that TIDA has incorrectly determined that its Statement is non-responsive may submit a written notice of protest. Such notice of protest must be received by TIDA on or before the fifth (5th) working day following TIDA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Candidate, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for TIDA to determine the validity of the protest.

(b) Protest of Contract Award.

Within five (5) working days of TIDA's issuance of a notice of intent to award the Contract, any firm that has submitted a responsive proposal and believes that TIDA has incorrectly selected another Candidate for award may submit a written notice of protest. Such notice of protest must be received by TIDA on or before the fifth (5th) working day after TIDA's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for TIDA to determine the validity of the protest.

c. Delivery of Protests.

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date TIDA received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Michael Tymoff
Assistant Project Manager
Treasure Island Redevelopment
Mayor's Office, Base Reuse and Real Estate Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

APPENDIX A

Form of Contract

**City and County of San Francisco
Treasure Island Development Authority**

Agreement between the Treasure Island Development Authority and

[insert name of contractor]

This Agreement is made this **[insert day]** day of **[insert month]**, 20 **[insert year]**, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]**, hereinafter referred to as “Contractor,” and the Treasure Island Development Authority, a California nonprofit public benefit corporation, hereinafter referred to as the “Authority.”

Recitals

WHEREAS, the Authority wishes to obtain urban design consulting services to assist the Authority in the preparation of a Design for Development document and a Design Review and Document Approval Procedure for the Treasure Island Redevelopment project area; and,

WHEREAS, a Request for Qualifications (“RFQ”) was issued on November 1, 2007, and Authority selected Contractor as the highest qualified scorer pursuant to the RFQ; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by the Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco (“City”). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The Authority budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from **[insert beginning date]** to **[insert termination date]**.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director ("Project Director"), in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the amount of this Agreement exceed **[insert whole dollar amount in numbers and words -- no pennies]**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Project Director as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by the Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by the Authority to Contractor at the address specified in the section entitled “Notices to the Parties.”

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys’ fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left Blank by Agreement of the Parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of the Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

The Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with the Authority, nor be entitled to participate in any plans, arrangements, or distributions by the Authority pertaining to or in connection with any retirement, health or other benefits that the Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from the Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should the Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). The Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for the Authority, upon notification of such fact by the Authority, Contractor shall promptly remit such amount due or arrange with the Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in the Authority's financial liability so that the Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the Treasure Island Development Authority, the City and County of San Francisco, and their respective Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to the Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
c/o Treasure Island Redevelopment Project Director
Mayor's Office of Base Reuse and Real Estate Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to the Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority, its boards, commissions, officers, and employees (collectively

“Indemnitees”), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. Copyright Infringement

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the Authority, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor’s acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Authority may have under applicable law.

18. Liability of the Authority

THE AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties.

20. Default; Remedies

a. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from the Authority to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, the Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the Authority on demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the Authority and Contractor all damages, losses, costs or expenses incurred by the Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. The Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date

specified by the Authority and to minimize the liability of Contractor and the Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of the Authority. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the Authority.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At the Authority's direction, assigning to the Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to the Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that the Authority designates to be completed prior to the date of termination specified by the Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to the Authority an invoice, which shall set forth each of the following as a separate line item:

- (1) The reasonable cost to Contractor, without profit, for all services and other work the Authority directed Contractor to perform prior to the specified termination date, for which services or work the Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of the Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the Authority, and any other appropriate credits to the Authority against the cost of the services or other work.

d. In no event shall the Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, the Authority may deduct: (1) all payments previously made by the Authority for work or other services covered by Contractor's final invoice; (2) any claim which the Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and the Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. The Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to the Authority, and deliver in the manner, at the times, and to the extent, if any, directed by the Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of the Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Contractor agrees that all information disclosed by the Authority to Contractor shall be held in confidence and used

only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To the Authority: Treasure Island Development Authority
 c/o Treasure Island Redevelopment Project Director
 Mayor's Office of Base Reuse and Real Estate Development
 City Hall, Room 448
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102
 Fax: (415) 558-7844

To Contractor: **[insert name of contractor, mailing address, e-mail address and fax number]**

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit the Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever

is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by the Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all applicable requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor’s obligations or liabilities, or materially diminish Contractor’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor’s obligations under this Agreement and shall entitle the Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the applicable provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of HRC”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City or Authority employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national

origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the Authority or City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the Authority.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the Authority or City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this

Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City 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) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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.

43. Requiring Minimum Compensation for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the Authority contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour for the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

If a Covered Employee of a Nonprofit Corporation works in San Francisco, then that employee is covered by San Francisco's Minimum Wage Ordinance, which is Chapter 12R of the Administrative Code. As of January 1, 2007, Chapter 12R's minimum wage is \$9.14 per hour.

b. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City or the Authority with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The Authority shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the Authority shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the Authority for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the Authority. Any amounts realized by the Authority pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

e. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the Authority, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the Authority in accordance with any reporting standards promulgated by the Authority or the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the Authority with access to pertinent records after receiving a written request from the Authority to do so and being provided at least five (5) business days to respond.

i. The Authority may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited

to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the Authority from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Authority when it enters into such a subcontract and shall certify to the Authority that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, the Authority may pursue any of the remedies set forth in this Section against Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

l. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. The Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving the Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify the Authority when it enters into such a Subcontract and shall certify to the Authority that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that the Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the Authority Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the Authority in accordance with any reporting standards promulgated by the Authority under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide the Authority with access to records pertaining to compliance with HCAO after receiving a written request from the Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow the Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. The Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with the Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with the Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the Authority to be equal to or greater than \$75,000 in the fiscal year.

45. Left blank by agreement of the parties.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and the Authority and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties.

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the Authority may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, the Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that the Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

AUTHORITY	CONTRACTOR
TREASURE ISLAND DEVELOPMENT AUTHORITY	[company name]
B: _____ Name: _____ Title: _____	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Recommended by: _____	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
[name] [title] [department]	_____
Approved as to Form: Dennis J. Herrera City Attorney	[name of authorized representative] [title] [company name] [address] [city, state, ZIP]
By: _____ Deputy City Attorney	City vendor number: [vendor number]

Appendices

- A: Services to be Provided by Contractor
- B: Calculation of Charges

Appendix A

Services to be Provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

2. Reports

Contractor shall submit written reports as requested by the [insert name of department]. Format for the content of such reports shall be determined by the [insert name of department]. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Authority will be Michael Tymoff, Mayor's Office of Base Reuse and Real Estate Development, City Hall, Room 448, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Appendix B

Calculation of Charges

[List, as applicable:]

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.

APPENDIX B

Business Tax Registration Declaration



Business Registration Certificate Requirement

Unless you have previously submitted this form, failure to complete the Declaration on the reverse and return this form to the Office of Contract Administration (OCA) with your bid will be a basis for rejection of the bid, and OCA will assume that your company does not intend to apply for a Business Registration Certificate.

General

To receive an award, a vendor must have a current Business Registration Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) is pro-rated for new registrations, depending on when during the year you started your business in San Francisco, and is based on estimated tax liability for your payroll expense. To determine the registration fee due, you can check the website at <http://sfgov.org/tax/>. In addition, every business "conducting business in San Francisco" must file a combined Payroll Expense Tax Statement and Business Registration renewal on an annual basis. Businesses with a computed tax of \$2,500 or less are exempt from paying payroll expense tax if the statement is filed on time.

Who must obtain a registration certificate?

Any business located, or conducting business, in San Francisco.

What is "conducting business in San Francisco"?

Briefly, it means engaging in business in San Francisco, having met one or more of questions 1-7 on the reverse specifically relate to "conducting business."

Are there exceptions?

Yes. A person receiving rental income solely from a cooperative housing corporation, or a residential structure of less than 4 units, or a residential condominium, shall not be deemed to be engaging in business.

My business is not located in San Francisco. Is a registration certificate still required?

Yes, if the business "conducts business in San Francisco" All businesses, including those which do not "do business in San Francisco" but excluding government agencies, must sign and return the Declaration.

What's involved in obtaining a registration certificate?

Obtaining a certificate is easy, but not automatic. Once the Tax Collector receives an application, the office must check the payment status of other taxes (Unsecured Personal Property Tax, Payroll/Business Tax) and licenses or permits. If any tax or license/permit fee is delinquent, the certificate cannot be issued. Only when all taxes and fees are paid in full will the certificate be issued.

Where do I obtain the certificate?

At the Tax Collector's Office. You would obtain an application form from, and submit it and the registration fee to:

Tax Collector's Office, Taxpayer Assistance
City Hall, Room 140
San Francisco, CA 94102-4696

Do Company Divisions, Parents and Subsidiaries have to register separately?

That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

Can I do business with the City without a certificate?

Not if you "conduct business in San Francisco." The City can make purchases from businesses only in the following situations:

- The business conducts business in San Francisco and has registered.
- The business does not conduct business in San Francisco and has signed the Declaration.
- The business is non-profit and tax-exempt, has signed the Declaration and has submitted an IRS exemption letter.
- The business is a government agency, bank, insurance company, or other listed exemption.
- There is an emergency. Although OCA can award the contract, the vendor may be subject to business taxes and required to possess a certificate.

These requirements cover service contracts, construction contracts and product purchases.

What if my application is pending during a bid evaluation?

If you are the low bidder on a City contract, and have applied for the certificate but your application has not yet been approved, the City may make the award to you if you sign the Declaration. If you have a receipt from the Tax Collector for the registration fee, submit a **copy** of the receipt with this form.

What if I currently "do not conduct business in San Francisco," but if I win this bid, I will register?

You may answer the questions based on your current status, and you should not register at this time. If you win the bid, you should register with the Tax Collector.

For more information

For information on how to apply for the certificate, call the Tax Collector's Office. For information on your eligibility to receive a particular award, call OCA. See the bottom of the reverse of this form.

Completing the Declaration; Failure to do so

Unless you previously submitted this form, complete the Declaration and, if possible, return it **with your bid or quotation** in the envelope provided. If you submit this form separately, see the mailing address under "Routing" near the bottom of the reverse of this form.

If you do not complete and return this form, that will be a basis for OCA's rejecting the bid, and for assuming that your company should register but will not and therefore that the City cannot do business with you.

If you submitted this form previously

If you submitted this form for an earlier transaction, and if your business tax status has not changed, please discard this form.

Business Tax Declaration

Please answer Yes or No to Questions 1-7, based on your company's situation *as of now*. If any answers would change if your company won a bid that is pending, you may submit a new form later.

Conducting Business in San Francisco

Yes No

This person, business, or person's or business's employee:

- ___ ___ 1. Maintains, owns or leases a fixed place of business within San Francisco.
- ___ ___ 2. Regularly maintains a stock of tangible personal property in San Francisco for sale in the ordinary course of business.
- ___ ___ 3. In the ordinary course of business, employs or loans capital on property within San Francisco.
- ___ ___ 4. Solicits business, performs work, or renders services within the City on a regular bases for all or part of any seven or more separate days during one year (e.g., 4 employees in San Francisco for 2 days each constitute 8 separate days, and require a "yes" answer to this question). If a manufacturer does not conduct business in San Francisco but the manufacturer's independent representative does, only the representative must register.
- ___ ___ 5. Exercise corporate or franchise powers within the City for the benefit of the person.
- ___ ___ 6. Liquidate a business when the liquidators hold themselves out to the public as conducting a liquidated business.
- ___ ___ 7. Utilize the streets within the City and County of San Francisco in connection with the operation of motor vehicles for business purposes for all or part of any seven days during one year.

If you answered "no" to all Questions 1-7, ordinarily you are not conducting business in San Francisco, need not register with the Tax Collector and may omit items 8-15 following, but you must sign and return this Declaration. However, this is subject to review by the Tax Collector. **If you answered "yes" to any of the questions**, you must answer the remaining questions in this Declaration and, unless an exemption applies, **must register**.

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector.

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

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

Name of Company (please print)

Signature

Name of Signatory (please print)

Title

Telephone Number

General Address

Mailing Address for General Corresp., Purchase Orders, etc.

City, State, ZIP

Remit Address

Remittance Address, if different

City, State, ZIP

Federal ID or Social Security Number

Tax-Exempt Businesses, Banks, Insurance Companies, Others

If you answer Yes to any of items 8-12, you still need to register but need not pay the registration fee. To register, you must submit proof of tax-exempt status to the Tax Collector, with other forms. Proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code. Also, submit this form and proof of tax-exempt status to the Office of Contract Administration (OCA).

Yes No

- ___ ___ 8. This business is non-profit, tax-exempt.
- ___ ___ 9. This business is a bank or an insurance company. (If Yes, indicate your type of business: _____)
- ___ ___ 10. This business owner is visually impaired as licensed under Ch. 6A, Title 12 USC and Art. 5, Ch. 6, Part 2, Div. 10 of the CA Welfare & Institutions Code.
- ___ ___ 11. This business is a skilled nursing facility licensed under Title 22, CA Admin. Code, Div. 5.

Applying for a Business Registration Certificate

If you answered "yes" to any of Questions 1-7, and "no" to Questions 8-11, check item 12, 13, or 14 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for OCA to reject the bid.

- ___ ___ 12. This company has registered with the Tax Collector. Certificate # _____ (6 digits, e.g., "123456").
- ___ ___ 13. This company applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on _____, 20_____. The application is pending. (NOTE: Completing this Declaration is not the same as applying for a Certificate.) If you submitted the application in person, please submit with this Declaration a copy of the fee receipt you received from the Tax Collector.
- ___ ___ 14. This company does not intend to apply for a certificate, although we do "conduct business in San Francisco."
- ___ ___ 15. This company currently does not need to register (answered "NO" to questions 1-7) but if awarded a bid, questions # _____ would be answered "YES" and this company will register.

Routing

If you are registering, obtain an application from the Tax Collector's website (<http://sfgov.org/tax/>). **Do not send this P-25 form to the Tax Collector.** We encourage you to send this form **with your bid or quotation** in the envelope provided. If you submit this form separately, send it to: Office of Contract Administration, Business Tax Compliance, City Hall, Room 430, San Francisco, CA 94102-4685. If you submitted this form previously and if your business tax status has not changed, discard this form.

For more information

Regarding how to apply for a certificate, call the Tax Collector at (415) 554-6718 or (415) 554-4400. Regarding a bid, call the OCA at (415) 554-6743.

APPENDIX C

Nondiscrimination in Contracts and Benefits Form



CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS (HRC-12B-101)

► Section 1. Vendor Information

Name of Company: _____

Name of Company Contact Person: _____

Phone: _____ Ext.: _____ Fax: _____

E-mail Address: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

Union name(s): _____

DATE & TIME RECEIVED BY HRC
(FOR HRC USE ONLY)

► Section 2. Compliance Questions

Question 1. Nondiscrimination – Protected Classes

A. Does your company agree it will not discriminate against its employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? **Please note:** a "YES" answer is required for compliance. Please answer yes or no to each category.

- | | | | |
|-------------------|--|--|--|
| • Race | ☐ Yes ☐ No | • Sex | ☐ Yes ☐ No |
| • Color | ☐ Yes ☐ No | • Sexual orientation | ☐ Yes ☐ No |
| • Creed | ☐ Yes ☐ No | • Gender identity (transgender status) | ☐ Yes ☐ No |
| • Religion | ☐ Yes ☐ No | • Domestic partner status | ☐ Yes ☐ No |
| • National origin | ☐ Yes ☐ No | • Marital status | ☐ Yes ☐ No |
| • Ancestry | ☐ Yes ☐ No | • Disability | ☐ Yes ☐ No |
| • Age | ☐ Yes ☐ No | • AIDS/HIV status | ☐ Yes ☐ No |
| • Height | ☐ Yes ☐ No | • Weight | ☐ Yes ☐ No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? **Please note:** you must answer this question even if you do not intend to enter into any subcontracts.

☐ Yes ☐ No

Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ Yes ☐ No

Questions 2A and 2B should be answered YES even if your employees pay some or all of the cost of spousal or domestic partner benefits.

*The term "Domestic Partner" includes both same-sex and opposite-sex couples who have registered with any state or local government domestic partnership registry. See S.F. Admin. Code Ch. 12B.1(c).

If you answered "NO" to both Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C.

(OVER)

Question 2. (continued)

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
• Health Insurance	☐	☐	☐	☐
• Dental Insurance	☐	☐	☐	☐
• Vision Insurance	☐	☐	☐	☐
• Retirement (Pension, 401(k), etc.)	☐	☐	☐	☐
• Bereavement Leave	☐	☐	☐	☐
• Family Leave	☐	☐	☐	☐
• Parental Leave	☐	☐	☐	☐
• Employee Assistance Program	☐	☐	☐	☐
• Relocation & Travel	☐	☐	☐	☐
• Company Discount, Facilities & Events	☐	☐	☐	☐
• Credit Union	☐	☐	☐	☐
• Child Care	☐	☐	☐	☐
• Dependent Life Insurance	☐	☐	☐	☐
• Other:	☐	☐	☐	☐

Note: If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (HRC-12B-102) with all necessary attachments, and have your application approved by the HRC. For more information, see Rules of Procedure section II B or contact the HRC.

➤ **Section 3. Required Documentation**

YOU MUST SUBMIT SUPPORTING DOCUMENTATION

to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with Chapters 12B & 12C. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information see the Quick Reference Guide at <http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/quickref.pdf> or contact the HRC.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

➤ **Section 4. Executing the Document**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

➔ **Submit this form and supporting documentation to:** HRC, 25 Van Ness Ave., Suite 800, San Francisco, CA 94102-6033, or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: www.sfhrc.org.

☎ **For assistance** please contact the Human Rights Commission at 415-252-2500 (TTY: 415-252-2550).