



SAN FRANCISCO REDEVELOPMENT AGENCY

Request for Proposals

**Commissioning and Installation of Works of Art
on the Hunters Point Shipyard**

**RFP Available
February 24, 2009**

**Deadline for Submission
March 25, 2009**

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

**Contact: Wells Lawson
(415) 554-7613**

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Commissioning and Installation of Works of Art on the Hunters Point Shipyard

I. SUMMARY

The Redevelopment Agency of the City and County of San Francisco (the “Agency”) in collaboration with the Mayor’s Office of Economic and Workforce Development (the “Mayor’s Office”) is seeking a qualified individual or team of individuals (“Consultant”) to facilitate implementation of the Cultural Historic Recognition Program (“CHRP”) on the Hunters Point Shipyard (“Shipyard”), including the commissioning, installation and maintenance plan for works of art. The objective of the CHRP is to implement a design program that identifies opportunities for recognizing and enhancing cultural components of the Shipyard and the surrounding community in both the development and design of the Shipyard; integrates cultural features and facilities throughout the Shipyard; and provides opportunities for local artists to participate in creating public art for the Shipyard.

The scope of services for the Personal Services Contract includes initiating the commissioning and installation of works of art and development of a maintenance plan. This phase of art installation includes:

- “Identity element” – one or more significant sculptural elements to help define the character of the Shipyard development
- Installation of children’s tiles in pocket parks, tot lots and other areas
- Interpretive/wayfinding and other signs
- Other signature elements to underscore the theme of the Shipyard

Agency staff anticipates that the selection process will closely parallel the process employed by the San Francisco Arts Commission. The project is funded with approximately \$2 million in grant funds from the United States Department of Commerce, Economic Development Administration (“EDA”). The selected Consultant will be required to work with the Mayor’s Hunters Point Shipyard Citizens Advisory Committee (“CAC”) and a selection panel to review submissions and award between one and twenty commissions for works on the Shipyard.

The Agency is seeking proposals from qualified consultants with experience in arts commissioning, project management, and the physical requirements for arts installations. Agency staff will evaluate proposals and may select applicants for oral interviews. Staff’s evaluation will be based on the applicant’s demonstrated successful experience on relevant and comparable projects. This opportunity is open to all businesses, both for-profit and non-profit. Applicants are advised that the Agency is committed to vigorous equal opportunity contracting and employment.

II. IMPORTANT DATES AND SUBMISSION PROCESS

A. Important Dates

Statements of Proposals are due by 4:00 p.m., March 25, 2009

RFP available at the Agency	4:00 PM, February 24, 2009
Pre-submission meeting at the Agency	9:30 AM, March 6, 2009
Deadline for questions and requests for additional information	4:00 PM, March 9, 2009
Submission deadline for Proposals	4:00 p.m., March 25, 2009
Applicant interviews	Week of March 30, 2009
Agency Commission consideration	Tuesday, April 7, 2009

B. Pre-Submission Meeting

A pre-submission meeting will be held at the Agency, located at 1 South Van Ness Avenue in San Francisco on the fifth floor, on the date and time shown in Section II. A. The meeting will include an overview of the RFP and provide an opportunity to ask questions. Although attendance is not mandatory, it is highly recommended.

C. Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFP must be received in writing by the Agency, by hand, overnight delivery, mail, fax, or e-mail on or before the date and time as shown in Section II. A. All addendums, responses and additional information will be distributed to all registered RFP-holders and posted to the Agency and CCSF websites. Questions and information requests should be submitted to:

**Wells Lawson
San Francisco Redevelopment Agency
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: (415) 554-7613
Fax: (415) 554-4565
E-Mail: wells.lawson@sfgov.org**

D. Registration

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

E. Submission Time, Place, Date, Contact

Submission of one **original and eight (8) copies** of the proposal must be received by the Agency receptionist no later than:

4:00 p.m., March 25, 2009

to

San Francisco Redevelopment Agency

Attn: **Wells Lawson**

1 South Van Ness Avenue, Fifth Floor

San Francisco, California 94103

Phone: **(415) 554-7613**

Fax: **(415) 554-4565**

III. BACKGROUND

The 500-acre Hunters Point Shipyard is located on the prominent peninsula along San Francisco's southeastern waterfront between the City's Financial District and San Francisco International Airport. Candlestick Point and Candlestick Park football stadium are immediately to the southwest while the Port of San Francisco and the Mission Bay project are immediately north of the Shipyard. The predominantly flat peninsula is punctuated by Hunters Point Hill which offers incredible vistas and view corridors for future residential development.

The Shipyard has been divided by the Navy into six primary parcels (A through F) for the purpose of determining required levels and procedures for hazardous materials remediation.

The Shipyard was included on the United States Department of Defense's 1991 Base Realignment and Closure (BRAC) list. In 1993, the San Francisco Board of Supervisors designated the Shipyard as a Redevelopment Survey Area. Congress then authorized the United States Department of Defense to transfer the Shipyard to the City under special terms and in 1997, after an extensive multi-year community planning effort, the Board of Supervisors adopted the Hunters Point Naval Shipyard Redevelopment Plan.

In 2005, the Agency entered into a Disposition and Development Agreement ("DDA") with Lennar-BVHP, LLC, a California limited liability company (the "Developer"), to

redevelop the first Phase of the Shipyard (“Parcel A”). The DDA provides for a substantial community benefits package, which includes a Cultural/Historic Recognition Program on the Shipyard. In general, the CHRP program: (a) identifies opportunities for recognizing and enhancing the cultural and historical context of the Shipyard; (b) integrates cultural features and facilities throughout the Shipyard; and (c) provides opportunities for local artists from the Shipyard and surrounding communities to participate in creating public art for the Shipyard and to identify appropriate locations and art forms for the public art program.

To date, work has been done to execute the purpose of CHRP including the formation of and exploratory committee in 2005 and the creation of an Open Space and Streetscape Master Plan for Parcel A, which identified specific CHRP opportunities to tell the story of the Shipyard and the Bayview Hunters Point community through interpretive features, identified potential locations for these features in the development site and provided guidance in terms of local artist participation in creating some of the proposed installations (see Appendix A). Though work has been done to date on the CHRP program, implementation work is needed to execute the program including:

- Finalizing priorities and locations of programs and artwork through coordination with the Developer, CAC, and Agency;
- Soliciting proposals from artists;
- Selecting artists and artworks for specific locations;
- Installation of selected art and artifacts; and
- Development of a maintenance plan for art and artifacts on the Shipyard.

The Agency has received a \$2 million grant from the EDA to kick-off the implementation of the CHRP program with the installation of works of art within open space in the first phase of development on Parcel A. The Agency is soliciting proposals from qualified individuals or teams of individuals to facilitate the commissioning and installation of these works of art, effectively initiating the implementation of the CHRP program.

IV. SCOPE OF SERVICES

Task 1-Project Scope Development:

The selected Consultant will work with Agency staff to develop a work plan, budget and refine the project schedule and scope. The Consultant will also conduct a site visit of Parcel A.

Deliverable(s): Approved work plan, budget, scope and project schedule.

Task 2-Selection Process and Panel Formation:

Agency staff anticipates that the process developed for this CHRP implementation will closely follow that used by the San Francisco Arts Commission in its commissioning of public works of art. The Consultant will adapt this process for the CHRP program and the Shipyard and present the process for adoption by the CAC.

At the direction of the Agency, the Consultant will work with the CAC and San Francisco Arts Commission to develop a small selection panel of community representatives, artists, representatives from the San Francisco Arts Commission and the development project team to identify a “basket” of projects that reflect the intent of the CHRP program as documented through previous community efforts and the Phase I Open Space Master Plan. The proposed project should include at a minimum one signature piece to be installed in one of the principal location on the Shipyard.

The Consultant will work with Agency staff, the CAC, the Arts Commission and the selection panel to identify selection criteria that will enable the panel to review submissions and award commissions.

Deliverable(s): Selection process, selection criteria, and list of panel participants.

Task 3-Recruitment and Outreach:

The Consultant, under the direction of the Agency, will need to conduct thorough outreach and ensure adequate marketing of the selection and commission process. The Consultant should develop and outreach and recruitment plan with the Agency and CAC, which may include the use of an on-line submissions software or service.

Deliverable(s): Outreach and recruitment plan

Task 4-RFP and Selection:

The Consultant will work with the Agency, CAC and the selection panel outlined in Task 2 to issue an RFP that articulates the design concept of the CHRP program and selection criteria necessary for submission. The panel will then review the submissions and make a selection based on the earlier determined selection criteria.

Deliverable(s): RFP for selection of art pieces

Task 5-Commissioning of Art Pieces:

After a selection has been made the Consultant will assist the Agency in designing and executing all necessary contracts with the chosen artists.

Deliverable(s): Executed contracts for commissioning of art pieces

Task 6-Installation and Management:

After all contracts for the selected art pieces are executed, the Consultant will work with Agency staff and the Developer to facilitate the installation of the art pieces, including assisting with obtaining any necessary permits for installation, identifying potential sub-consultants for installation, developing a schedule and check-list for the installation of all art pieces, and working with the Agency and Developer to ensure that the site is ready and any preparatory work needed for installation.

Deliverable(s): Necessary permits, list of approved sub-consultants for installation, schedule of deliverables and check-list for installation of each art piece, completed site preparation work.

Task 7-Maintenance Plan:

The art will be publicly owned and as such, the Consultant will be required to develop a maintenance plan and budget for the installed art pieces and ensure that an acceptable maintenance schedule is established and that all parties with designated responsibilities are aware and agree to the terms and conditions of the plan. The maintenance budget will have a separate source of funds.

Deliverable(s): Maintenance plan and schedule, maintenance agreement with relevant parties.

V. SELECTION PROCESS AND CRITERIA**A. Selection Process**

- a) Submissions of Proposals by applicants wishing to be considered by the Agency to provide these services will be accepted at the Agency's offices until the date and time shown in Section II. A.
- b) Submissions must be complete with an **original and eight (8) hard copies** to be considered. No submissions received by facsimile or electronic mail will be considered. Agency staff will evaluate all submissions for completeness and minimum qualifications. Applicants may use the Submission Checklist **(Attachment #9)** as an aid in preparing the Proposal. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist.
- c) Agency staff will contact references.
- d) All or some of the applicants who have submitted complete and responsive Proposals may be interviewed. Interviews are scheduled to be held on the date(s) shown in Section II. A. **These dates are subject to change.** All applicants should advise Agency staff of availability on these days. Interviews will be held at the Agency's offices located at 1 South Van Ness Avenue on the fifth floor.
- e) Further written material regarding qualifications or submittals may be requested prior to or following interviews.
- f) The Agency Commission will approve the selection of the successful applicant.

B. Selection Criteria

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

- a) The strength of the Consultant's qualifications to undertake the subject scope of services;

- b) Overall expertise regarding the specific tasks in the scope of services;
- c) Project management experience and a minimum of four (4) years experience in visual arts administration, public art administration is preferred;
- d) Ability to comply with the Agency's policies, including but not limited to nondiscrimination, equal benefits, minimum compensation, healthcare accountability, and insurance;
- e) The proposed staffing and budget for providing the requested scope of work;
- f) Ability to work well in high-pressure environments and meet deadlines;
- g) Ability to interact courteously and professionally with the public;
- h) Demonstrated ability to work effectively with diverse populations; and
- i) Demonstrated expertise in the arts;
- j) Understanding of best practices for public installations and urban design principals;
- k) Strong oral, written communication skills;
- l) Exceptional time management skills and ability to manage and complete projects in a short time frame;
- m) Knowledge of budgeting, record keeping principals and procedures; and
- n) Ability to meet to criteria and tasks outlined in Section IV.

VI. **SUBMISSION REQUIREMENTS**

A. **Submission of Proposals**

The Proposal must contain all of the following information:

- a) Detailed proposal of the approach to recruitment, selection and commissioning and installation of works of art under the CHRP program, including:
 - 1) **Project understanding.** Please describe your approach to the project and your understanding of the opportunities and challenges to administering the CHRP program.
 - 2) **Scope of Work.** In your own words, please prepare a description of the tasks to be completed. The Scope of work included in this RFP is provided for your guidance. Alternative scopes that achieve the same objectives will be considered.
 - 3) **Schedule.** Provide an approximate timeline for implementation by task. The project should be completed no later than August 2011. The proposed schedule should assume a mid-April start date.
 - 4) **Proposed Staffing.** Include resumes and a description of qualifications and any areas of specialty and professional capabilities.

- 5) **Project Experience.** Include description of work performed in the last 8 years that is of a similar or related nature to the scope of services described above, providing the client name and contact information for each.
- 6) **Budget by task and by staff.** Please estimate the hours and budget to be spent on each task and provide the billing rate used to derive personnel costs and any extra material costs.
- 7) A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment #2).
- 8) A signed Minimum Compensation Policy Declaration (Attachment #3).
- 9) A signed Health Care Accountability Declaration (Attachment #4).
- 10) Complete responses to all Disclosure Questions in Attachment #5.
- 11) A signed Statement of Compliance with Agency Policies & Certification of Applicant (Attachment #6).
- 12) A proposed staffing breakdown and budget
- 13) EDA Checklist (Exhibit A-1)

An **original and eight (8) hard copies** and all required submission elements must be received at the Agency's office no later than **4:00 p.m., March 25, 2009**. Deliver proposals marked **"Commissioning and Installation of Works of Art on the Hunters Point Shipyard"** to the attention of:

Wells Lawson
Assistant Project Manager
San Francisco Redevelopment Agency
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: **(415) 554-7613**
Fax: **(415) 554-4565**
E-mail: **wells.lawson@sfgov.org**

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

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

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

VII. AGREEMENT TO COMPLY WITH AGENCY POLICIES

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

A. Small Business Enterprise Program

Federal procurement guidelines apply to this Contract since federal funds from the U.S. Department of Commerce, Economic Development Administration are being used. Therefore, status as an Agency certified Small Business Enterprise ("SBE") is considered in the evaluation of qualifications for this proposal, though this will not prevent a bidder from submitting a solicitation and or being considered for the job.

B. Applicant's Duty of Loyalty

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

C. Nondiscrimination in Contracts and Benefits

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

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

D. Minimum Compensation Policy and Health Care Accountability Policy

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

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

E. Insurance

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

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

- General Liability: \$1,000,000 per occurrence;
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage;
- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Consultant has employees); and
- Professional Liability: \$1,000,000 per occurrence.

F. Indemnity

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

G. Disclosure Questions

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

H. Certification of Applicant

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

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The selected applicant will be required to enter into a Personal Services Contract with the Agency (**Attachment #7**). The Consultant will be required to comply with all of the provisions of the personal services contract, including, but not limited to, the Agency's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

B. Consulting Team Expenses

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

C. Agency Right to Modify or Suspend RFP

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

D. Claims Against the Agency

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

selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of the Agency, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

E. Imitations on Contributions

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

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

IX. ATTACHMENTS

Appendix A:	CHRP-Related Pages from Open Space & Streetscape Master Plan
Exhibit A-1:	U.S. Department of Commerce, Economic Development Administration's Checklist for Architecture/Engineering Contract
Attachment #2:	Declaration of Nondiscrimination in Contracts and Benefits and Instructions
Attachment #3:	Minimum Compensation Policy Declaration
Attachment #4:	Health Care Accountability Policy Declaration
Attachment #5:	Disclosure Questions
Attachment #6:	Statement of Compliance with Agency Policies & Certification of Applicant
Attachment #7:	Form of Personal Services Contract
Attachment #8:	RFP Registration Form
Attachment #9:	Submission Checklist Sheet

**APPENDIX A: Selected Pages from the Phase I Open Space &
Streetscape Master Plan (January 2007)**

Cultural and Historic Recognition Program

Components of the Cultural and Historical Recognition Program (CHRP) complement the Open Space and Streetscape Plan. Points of convergence between the two programs build synergy for the landscape and streetscape environments. A layered approach will best express the long and varied history of the Shipyard: from the original Ohlone settlements through the African-American community that predominates in Bayview Hunters Point today.

The CHRP looks at ways of telling the story of the Shipyard and the Bayview Hunters Point neighborhood through interpretive features. Features might include kiosks, plaques, and signage; street furniture; plantings; special places for memorialization; and art. Local artists could participate in the process by creating some of the proposed installations. The story of the site's physical transformation through landfill and expansion into the Bay could be featured in historical markers of the original shoreline. Figure 8 illustrates some of these possible CHRP elements and potential locations. Key topics for interpretation could be the integration and expansion of the workforce, innovations in social service, migration and resettlement, and wartime mobilization.

In addition to this overall CHRP vision, this Plan illustrates potential locations for incorporation of CHRP and Art Program elements in Phase I Parcel A' as well as the locations of specific CHRP components that are required for Phase I by the DDA. The DDA requirements and these opportunity sites are described in the following Open Space section.

The International African Marketplace provides opportunities for highlighting Bayview Hunters Point culture through art programs, specialized vendors, and distinctive architecture. The International African Marketplace will be the subject of further design studies.

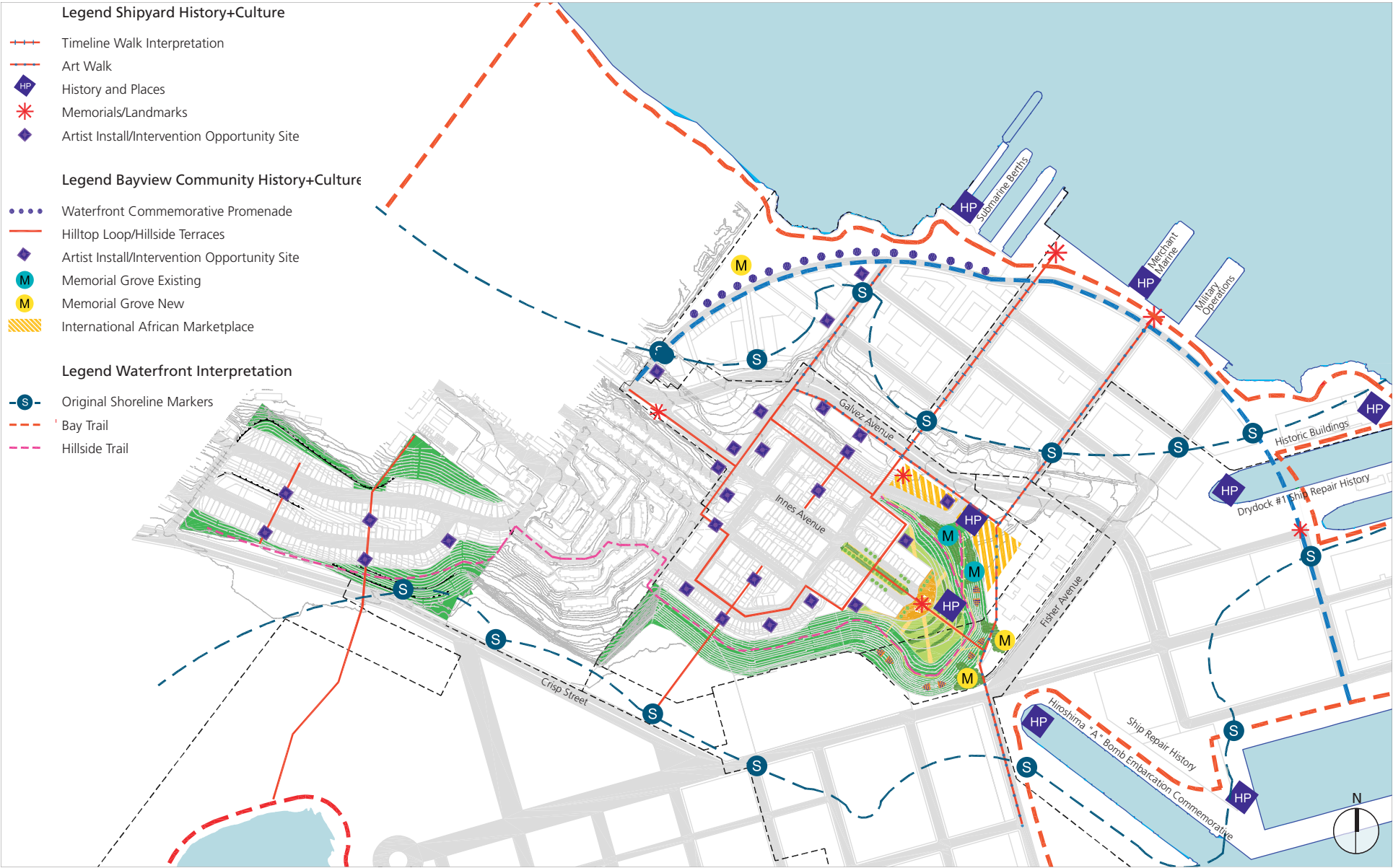


Figure 8. Potential Cultural and Historic Recognition Program (CHRP) opportunities

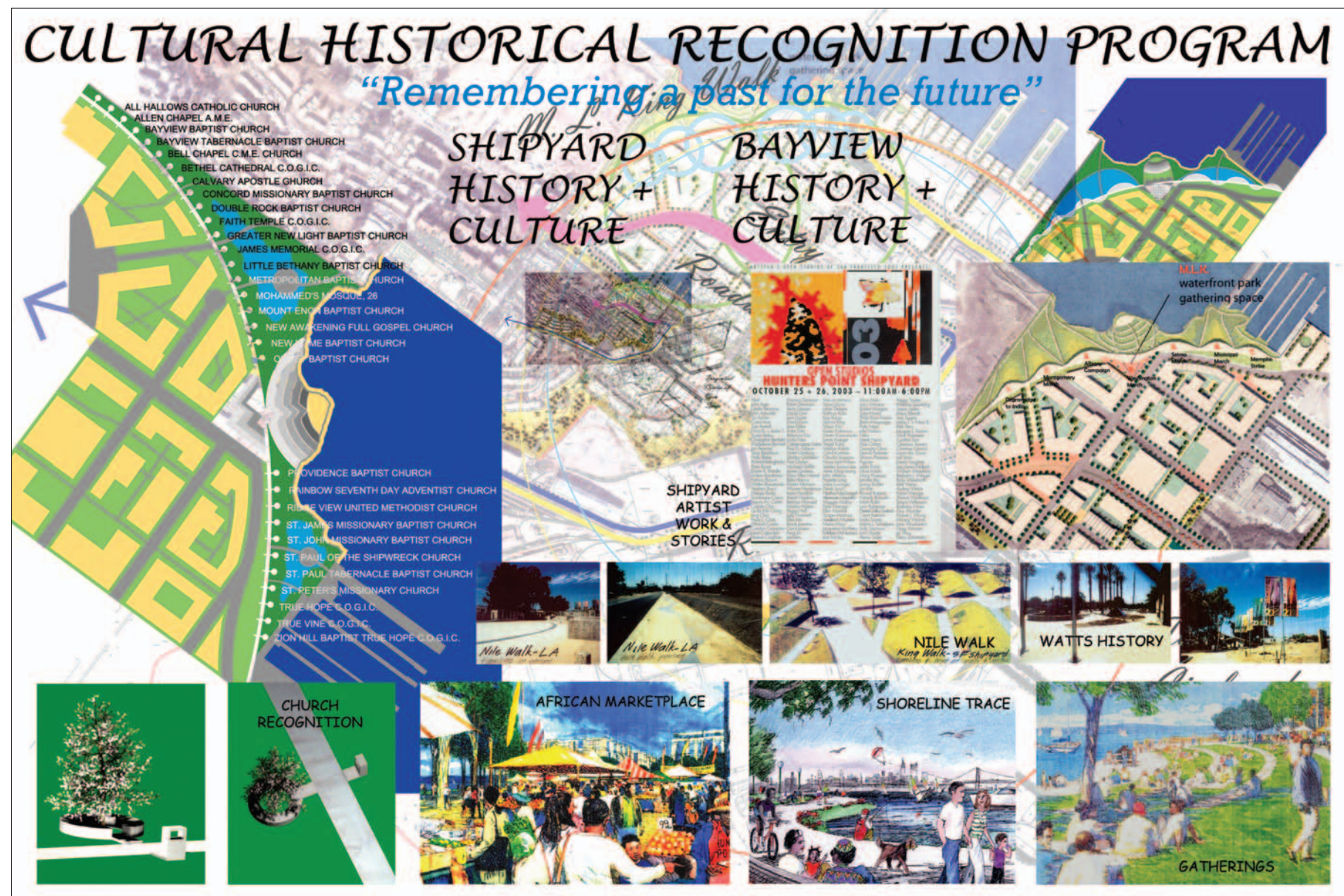


Figure 9. Cultural and Historic Recognition Program Composite 1

The Plan provides a range of options for the CHRP's implementation in Phase I and subsequent phases, providing on funding opportunities. Approaches for CHRP features include a timeline of the site's history, from Ohlone settlements through decommissioning. Interpretive elements could illustrate the stories of the people of the Shipyard, the ship repair workers of the past and artists of today.

The following composite pieces include some preliminary information on possible CHRP features that were shared with the CAC in order to initiate the discussion on the program's potential. These collages are from a larger body of background research, the CHRP report *Remembering Our Past for the Future*, produced July 2004. This CHRP research presentation detailed the social history and physical legacy of the Shipyard and the layers and traces that persist. This rich palimpsest of the past, as well as key historic and social issues, can be incorporated through CHRP into the open spaces of the Shipyard for lasting recognition, education, and appreciation.

Composite 1 includes a range of ideas for interpretive elements and suggestions for the themes, events, and significant people that could be commemorated in this program, as well as examples of other places that include representative cultural and historic interpretive programs.

Composite 2 provides some additional ideas for the CHRP, including a shoreline walk that would commemorate neighborhood churches or significant events in African-American history.



Figure 10. Cultural and Historical Recognition Program Composite 2

Exhibit A-1

U.S. Department of Commerce, Economic Development Administration's Checklist for
Architecture/Engineering Contract

CHECKLIST FOR ARCHITECT/ENGINEER CONTRACTS

Although the use of this checklist is not mandatory, its use will expedite EDA's review of the Architect/Engineer contract. When completed by the Recipient it should be submitted to the EDA regional office soon after the grant award is approved by EDA and accepted by the Recipient if the Architect/Engineer contract has been previously executed. If the Architect/Engineer contract has not been executed prior to the Recipient's acceptance of the grant award, this checklist may be completed and sent to the appropriate regional office as soon as the Architect/Engineer contract is signed and prior to any request for disbursement of EDA grant funds. The appropriate responses should be circled in ink and signed by the authorized representative of the Recipient.

- Y N The Recipient has written procurement procedures with which the Architect/Engineer contract has been found to be in compliance.
- Y N The Architect/Engineer was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
- Y N Requests for proposals were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for proposals were honored to the maximum extent practical.
- Y N Proposals were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified proposers). If less than 3 qualified proposals were secured, attach an explanation to this document.
- Y N The Recipient has a method for conducting technical evaluations of proposals received and for selecting the best proposal, price and other factors considered.
- Y N The Recipient determined the responsible firm whose proposal was most advantageous to the program, with price and other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
- Y N The Architect/Engineer agreement provides for all services required by the Recipient for the planning, design and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard procurement documents.
- Y N The Architect/Engineer's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable).

- Y N The Architect/Engineer contract compensation is not based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation).
- Y N The Architect/Engineer's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram (CPM/PERT) where applicable, and incidental costs.
- Y N The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for grant participation by the EDA if they:
- a. Do not duplicate a charge for services provided for in the basic fee and are within the normal scope of the Architect/Engineer's responsibilities;
 - b. Are a proper charge against the project cost; and
 - c. Are reasonable for the extra services to be rendered.
- Y N Regardless of who furnishes the construction inspector, the agreement requires the Architect/Engineer to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.
- Y N If the Architect/Engineer contract(s) price exceeds \$100,000 (awarded under small purchase procedures), it includes a provision to the effect that the Recipient, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Architect/Engineer (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. The Recipient shall require the Architect/Engineer to maintain all required records for at least three years after the Recipient makes final payment and all pending matters are closed.
- Y N The agreement for Architect/Engineer services provides an adequate basis for the Recipient to require the Architect/Engineer to:
- Y N Design the project in accordance with the intent of the Grant Award;
- Y N Redesign the project in the event the preliminary cost estimate, the final cost estimate, or the lowest responsive bid less deductive alternates, exceeds the funds available by an amount or percentage to be mutually agreeable to the Recipient and the Architect/Engineer;
- Y N Design any sewage treatment or other sewage facility so that a certificate of adequacy of treatment can be obtained;

- Y N Include in all contracts and subcontracts with costs in excess of \$100,000 a provision which requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 USC 1251 et. seq., as amended). (Violations shall be reported to EDA and to the regional office of the U. S. Environmental Protection Agency).
- Y N Include in all contracts and subcontracts in excess of the small purchase threshold of \$100,000, provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Y N Include in all contracts in excess of \$10,000 suitable provisions for termination by the Recipient including the manner in which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor;
- Y N Include in all contracts in excess of \$10,000 a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- Y N Include in all contracts in excess of \$2,000 for construction or repair a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. (The Recipient shall report all suspected or reported violations to EDA).
- Y N Include in all construction contracts in excess of \$2,000 a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. (All suspected or reported violations shall be reported to EDA. Davis-Bacon wage determinations are not applicable to Recipient employed "Force Account" workers).
- Y N Include in all contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers, a provision for compliance with Sections 102 and 107 of the Contract

Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Work performed by employees of the Recipient (in-house forces) on the EDA-assisted project will be subject to the following:

1. Work performed in excess of eight hours per day will be reimbursed by EDA at the normal rate of pay unless the Recipient can show that a higher rate is required by State or local law or union contract;
 2. Work performed in excess of 40 hours per week may be reimbursed by EDA at a higher rate than normal if the Recipient can show that it normally pays for such work at a higher rate. In any case the rate for work in excess of 40 hours per week may not exceed one and one half times the normal hourly rate.
- Y N Include a notice in all contracts involving research, developmental, experimental or demonstration work requiring that all patentable processes, discoveries or inventions which arise or are developed in the course of, or under, such contract shall be reported to EDA. The notice will state that the Government has an interest in any such patentable processes, discoveries or inventions corresponding to the percentage of total project cost funded by EDA.
- Y N Include in all negotiated contracts (except those awarded by small purchase procedures) a provision to the effect that the Recipient, EDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- Y N Include in all contracts a requirement that the contractor maintain all relevant project records for three years after the Recipient has made final payment to the contractor and all other pending matters are closed.
- Y N State a specific timetable in the Architect/Engineer agreement for:
1. Completing preliminary plans and associated cost estimates;

2. Completing final plans, specifications, and cost estimates;
3. Securing required State and local approvals; and
4. Completing proposed contract documents in a form sufficient for soliciting bids for construction of the project.

(If the Recipient has executed an Architect/Engineer agreement without such a requirement for a timetable, EDA shall require that an addendum to the agreement be executed to incorporate this requirement).

- Y N Provide surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses to use the Architect/Engineer as the project inspector, the requirements for construction inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
- Y N Be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the Architect/Engineer. (EDA recommends that the Architect/Engineer be required to take insurance, when available, to cover liability for such damages).
- Y N Supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Architect/Engineer or by others paid by the Recipient.
- Y N Attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- Y N Review proof of bidder's qualifications and recommend approval or disapproval.
- Y N Prepare and submit proposed contract change orders when applicable. There shall be no charge to the Recipient when the change order is required to correct errors or omissions by the Architect/Engineer. (To be eligible for EDA participation the specific change order must have written approval from EDA and must have some form of cost or price analysis performed by the Recipient or the Architect/Engineer).
- Y N Submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
- Y N Review and approve the contractor's schedule of amounts for contract payment.
- Y N Certify partial payments to contractors.

- Y N Assure that a ten percent (10%) retainage is withheld from all payments on construction contracts until final acceptance by the Recipient and approval by the EDA Regional Office, unless State or local law provides otherwise.
- Y N Prepare "as-built" or record drawings after completion of the project. Reproducible originals will be furnished to the Recipient within 60 days after all construction has been completed and the final inspection has been performed. (One set of copies shall be furnished to the EDA Regional Office only if requested by the Regional Office).
- Y N Review and approve the contractor's submission of samples and shop drawings, where applicable.
- Y N Comply with all Federal statutes relating to non-discrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color, or national origin;
 2. Section 112 of PL 92-45 and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794) which prohibits discrimination on the basis of handicaps;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C.6101-6107) which prohibits discrimination because of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
 7. Sections 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing;
 9. Any other non-discrimination provisions in the specific statute(s) under which the application for Federal assistance is being made; and

10. The requirements of any other non-discrimination statute(s) which may apply.

- Y N Incorporate into the proposed construction contract documents a designation of all of the different types of construction which will be used for the project; such as Building, Heavy or Highway in accordance with all local and State laws and practices. For this purpose either the plans, the specifications or both shall clearly delineate where each type stops and another starts.
- Y N Consider in the establishment of the compensation any cost savings that may be realized through multiple use of the same design.
- Y N Provide in all proposed construction contracts deductive alternates which can be taken, if necessary, to reduce the bid price so that the lowest responsive bid for construction of the project will not exceed the funds available.
- Y N Design the facility to comply with the Americans with Disabilities Act (ADA)(P.L.101-336) and the Accessibility Guidelines for Buildings and Facilities, as amended, (36 CFR Part 191 and Executive Order 12699.
- Y N Design for seismic safety in accordance with Executive Order 12699 which imposes requirements that Federally assisted facilities be designed and constructed in accordance with the 1991 ICBO Uniform Building Code or 1992 Supplement to the BOCA National Building Code and/or 1991 Amendments to the SBCC Standard Building Code.
- Y N Provide sufficient plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the project. The number of copies to be furnished by the Architect/Engineer as part of his/her compensation for basic services shall be specified in the agreement.
- Y N Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which meet EDA requirements. All proposed contract documents are subject to EDA approval. (Documents contained in "Contract Documents for Construction of Federally Assisted Water and Sewer Projects" are acceptable for this purpose).

The name and address of the Architect/Engineer is:

- Y N The Architect/Engineer will perform project inspection services. If not, provide the name and address of the firm or person that will provide project construction inspection services:
-

The contract price for Basic Services is \$ _____

The contract price for Extra Services is \$ _____

The contract price for inspection services is \$ _____

The number of proposals received were _____

The number of bidders disqualified were _____

Recipients Authorized Representative

Date

Attachment #2

Declaration of Nondiscrimination in Contracts and Benefits and Instructions

ATTACHMENT #2



SAN FRANCISCO REDEVELOPMENT AGENCY DECLARATION FORM Nondiscrimination in Contracts and Benefits

1. Nondiscrimination—Protected Classes

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

• race	☐ Yes	☐ No
• color	☐ Yes	☐ No
• creed	☐ Yes	☐ No
• religion	☐ Yes	☐ No
• ancestry	☐ Yes	☐ No
• national origin	☐ Yes	☐ No
• age	☐ Yes	☐ No
• sex	☐ Yes	☐ No
• sexual orientation	☐ Yes	☐ No
• gender identity	☐ Yes	☐ No
• marital status	☐ Yes	☐ No
• domestic partner status	☐ Yes	☐ No
• disability	☐ Yes	☐ No
• AIDS or HIV status	☐ Yes	☐ No

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

ATTACHMENT #2

DECLARATION FORM
Nondiscrimination in Contracts and Benefits

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

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

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

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

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

Executed this ____ day of _____, 200__, at _____, _____.
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

(For General Correspondence) _____

Remittance Address: _____

(If different from above address) _____

Name of Signatory: _____ Title: _____
(Please Print)

Signature: _____

Phone Number: _____ Federal Tax Identification Number: _____

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

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

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

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

Attachment #3:
Minimum Compensation Policy Declaration

ATTACHMENT #3

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Redevelopment Agency of the City and County of San Francisco adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on Agency contracts and subcontracts for services: (1) for Commercial Business MCP the wage rate is \$11.03. For Nonprofit MCP the wage rate is \$9.36. (2) 12 days' paid vacation per year (or cash equivalent); (3) 10 days off without pay per year.

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

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

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

What this form does. If you can assure the Agency now that, beginning with the first Agency contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same, this will help the Agency's contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, (1) see the complete text of the MCP, available from the Agency's Contract Compliance Department; (2) contact James Fields at (415) 749-2426, Agency's Contract Compliance Department.

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

Declaration

Effective with the first Agency contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

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

Signature

Date

Print Name

Company Name

Phone

Attachment #4:
Health Care Accountability Policy Declaration

ATTACHMENT #4

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

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

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the Agency Commission (2) pay the Agency \$2.00 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed \$60 in any week) and the Agency will appropriate the money for staffing and other resources to provide medical care for the uninsured, or (3) participate in a health benefits program developed by the Agency.

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

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

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

What this form does. If you can assure the Agency now that, beginning with the first Agency's contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same, this will help the Agency contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, (1) see the complete text of the HCAP, available from the Agency's Contract Compliance Department; (2) contact James Fields at: (415) 749-2426.

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

Declaration

Effective with the first Agency contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

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

Signature

Date

Print Name

Company Name

Phone

Attachment #5:
Disclosure Questions

ATTACHMENT #5

DISCLOSURE QUESTIONS

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

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

Answer: _____

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

Answer: _____

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

Answer: _____

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

Answer: _____

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant’s affiliated corporations or partnerships in which applicant is a general partner, or other business entity, with any member of the Agency

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

Commission or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.²

Answer: _____

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

Date: _____

Signed: _____

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

Attachment #6:

Statement of Compliance with Agency Policies & Certification of Applicant

ATTACHMENT #6

STATEMENT OF COMPLIANCE WITH AGENCY POLICIES
& CERTIFICATION OF APPLICANT

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

Date: _____

Signed: _____

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

Date: _____

Signed: _____

Attachment #7:
Form of Personal Services Contract

SAN FRANCISCO REDEVELOPMENT AGENCY

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of [effective date] by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), [**"a California corporation" or "a sole proprietorship"**] ("Contractor").

RECITALS

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

1. SCOPE OF SERVICES

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

2. TIME OF COMPLETION

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

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

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

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

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. For example: "The maximum amount payable under this Contract is twenty-five (\$25,000.00). Payment shall be made according to the schedule and terms described on Attachment __, "Payment Schedule". All expenses of Contractor are included in the amounts payable pursuant to **Attachment B**, "Budget", and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to the Agency. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. Agency staff will review and approve these invoices for payment."

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Agency on behalf of Contractor. Agency will not treat Contractor as an employee with respect

to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. Agency will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

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

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

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

6. TERMS AND CONDITIONS-CDBG FUNDED CONTRACTS

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

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

7. NON-FEDERAL LABOR STANDARDS

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

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

8a. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operation or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

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

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the Agency. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all

regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors.

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

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

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

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).
- (4) Professional Liability Insurance: \$1,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than three (3) years beyond completion of the Scope of Services.

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

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

(1) The “San Francisco Redevelopment Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees” are to be covered as insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor’s insurance coverage must be primary insurance as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Agency.

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

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

H. Verification of Coverage. Contractor must furnish the Agency with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Agency. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

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

11. RECORDS, REPORTS AND AUDITS

A. Records

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

B. Reports and Information

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

C. Audits and Inspections

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

12. CONFLICTS

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

13. CONTRACTOR'S DUTY OF LOYALTY

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

14. LIMITATIONS ON CONTRIBUTIONS.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Agency for the rendition of personal services, for the

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

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

15. CONFIDENTIALITY/PROPERTY OF AGENCY

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

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

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

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. There shall be no discrimination against or segregation of any person, or group of

persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

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

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

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of the Agency's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time.

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

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

The Agency has adopted a Small Business Enterprise ("SBE") Program, which provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. (See **Attachment E** "SBE Agreement"). Contractor shall make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. SBEs must be certified with the Agency. If Contractor intends to utilize subcontractors/subconsultants in the provision of services, it must consult with the Agency's Contract Compliance Division and comply with all the provisions of the Small Business Enterprise Agreement.

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

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

20. TERMINATION

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

21. MISCELLANEOUS PROVISIONS

A. Notices

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

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

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

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

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.

- (3) A performance or cure date which otherwise would be a Saturday, Sunday or Agency holiday shall be extended to the next Agency working day.

C. Successors and Assigns

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

D. Modification, Waiver and Amendment

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

E. Entire Contract

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

F. Severability

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

G. Governing Law

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

H. Headings

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

I. Attorneys’ Fees

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

J. Authority

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

K. Designated Representative

The initial designated representative for the Agency for this Contract is
_____. The initial Contractor designated representative for this Contract is
_____.

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

[CONTRACTOR]

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

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

By: _____
Amy Lee
Deputy Executive Director,
Finance and Administration

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. _____ adopted _____

[Include this section only if using CDBG funds]

SECTION 3 CLAUSE

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

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided under this Contract and shall be binding upon Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, successors and assigns to those sanctions specified by 24 CFR Part 135.

ATTACHMENTS

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

PLEASE LEAVE AT SFRA

Attachment #8

RFQ/RFP REGISTRATION FORM

NAME OF RFP

**Commissioning and Installation of Works
of Art on the Hunters Point Shipyard**

Name of Organization:

Address:

Contact Person:

Phone:

Fax:

E-mail:

ATTACHMENT #9 SUBMISSION CHECKLIST SHEET

The Applicant must submit eight (8) copies of **all required submission elements** containing the information requested in this RFP. The Applicant is encouraged to provide the requested information in the order indicated below, to include a table of contents and to index the proposal. The proposal should be submitted to the Agency, on or before the due date. Hand-delivery is advised. Late, incomplete or faxed submittals will **not** be considered.

A. Selection Process

- a) Submissions of Proposals by applicants wishing to be considered by the Agency to provide these services will be accepted at the Agency's offices until the date and time shown in Section II. A.
- b) Submissions must be complete with an **original and eight (8) hard copies** to be considered. No submissions received by facsimile or electronic mail will be considered. Agency staff will evaluate all submissions for completeness and minimum qualifications. Applicants may use the Submission Checklist (**Attachment #9**) as an aid in preparing the Proposal. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist.
- c) Agency staff will contact references.
- d) All or some of the applicants who have submitted complete and responsive Proposals may be interviewed. Interviews are scheduled to be held on the date(s) shown in Section II. A. ***These dates are subject to change.*** All applicants should advise Agency staff of availability on these days. Interviews will be held at the Agency's offices located at 1 South Van Ness Avenue on the fifth floor.
- e) Further written material regarding qualifications or submittals may be requested prior to or following interviews.
- f) The Agency Commission will approve the selection of the successful applicant.

B. Selection Criteria

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

The strength of the Consultant's qualifications to undertake the subject scope of services;

Overall expertise regarding the specific tasks in the scope of services;

Project management experience and a minimum of four (4) years experience in visual arts administration, public art administration is preferred;

Ability to comply with the Agency's policies, including but not limited to nondiscrimination, equal benefits, minimum compensation, healthcare accountability, and insurance;

The proposed staffing and budget for providing the requested scope of work;

Ability to work well in high-pressure environments and meet deadlines;

Ability to interact courteously and professionally with the public;

Demonstrated ability to work effectively with diverse populations; and

Demonstrated expertise in the arts;

Understanding of best practices for public installations and urban design principals;

Strong oral, written communication skills;

Exceptional time management skills and ability to manage and complete projects in a short time frame;

Knowledge of budgeting, record keeping principals and procedures;

Ability to meet to criteria and tasks outlined in section IV.

SUBMISSION REQUIREMENTS

A. Submission of Proposals

The Proposal must contain all of the following information:

- a) Detailed proposal of the approach to recruitment, selection and commissioning and installation of works of art under the CHRP program, including:
 - 1) **Project understanding.** Please describe your approach to the project and your understanding of the opportunities and challenges to administering the CHRP program.
 - 2) **Scope of Work.** In your own words, please prepare a description of the tasks to be completed. The Scope of work included in this RFP is provided for your guidance. Alternative scopes that achieve the same objectives will be considered.
 - 3) **Schedule.** Provide an approximate timeline for implementation by task. The project should be completed no later than August 2011. The proposed schedule should assume a mid-April start date.

- 4) **Proposed Staffing.** Include resumes and a description of qualifications and any areas of specialty and professional capabilities.
- 5) **Project Experience.** Include description of work performed in the last 8 years that is of a similar or related nature to the scope of services described above, providing the client name and contact information for each.
- 6) **Budget by task and by staff.** Please estimate the hours and budget to be spent on each task and provide the billing rate used to derive personnel costs and any extra material costs.
- 7) A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment #2).
- 8) A signed Minimum Compensation Policy Declaration (Attachment #3).
- 9) A signed Health Care Accountability Declaration (Attachment #4).
- 10) Complete responses to all Disclosure Questions in Attachment #5.
- 11) A signed Statement of Compliance with Agency Policies & Certification of Applicant (Attachment #6).
- 12) A proposed staffing breakdown and budget
- 13) EDA Checklist (Exhibit A-1)