REQUEST FOR PROPOSALS FOR
Mission Bay South – Block 6 West
Early Care & Education Center (the “Center”)

INTRODUCTION
Mercy Housing California (the “Sponsor”), in partnership with the City’s Office of Early Care and Education ("OECE"), is inviting written Requests for Proposals (RFP), including required supporting materials, on or before October 9, 2017 for consideration in the selection of a non-profit early care and education operator (the “Service Provider”) to occupy and operate an on-site early care and education center (the “Center”), located at Mission Bay South Block 6 West (“MB6W”), San Francisco, CA (in the Mission Bay neighborhood.) The project site is bounded by Mission Bay Boulevard, Merrimac Street, China Basin Street and the Mid-Block Break.

Mercy Housing California is building a purpose-built new Center within a newly constructed, 7 story building. The Center build out by Mercy Housing California will include a “warm shell”. (Please see the attached Exhibit A for a description of the improvements that are to be included in the “warm shell.”) The Center will be delivered as a warm shell, ready to finish by the Service Provider to their specification (including all necessary tenant improvements to allow for the Service Provider’s desired program.) The new Center is being built at approximately 4,400 square feet of interior space and up to 3,000 square feet of contiguous outdoor space. Please reference the diagram for the site’s ground floor, showing the location of the Child Care Center and the Child Care Center Play Area attached as Exhibit B. The Center will be equipped for approximately 40 children at any given time (it is expected that a mix of infants, toddlers and preschoolers will be served). The selected Service Provider will be required to hire an architect and engineers, project management, general contractor, etc. in order to complete the design, permitting, and construction of the tenant improvements of the Center. Additionally, the Service Provider will need to finance the total development costs (hard costs as well as soft costs) of the tenant improvement build out of the Center. It is anticipated that the Sponsor will not be able to contribute any capital resources to the development of the Center other than the hard and soft costs spent to deliver the Center as a warm shell to the Service Provider. Additionally, the Service Provider will need to seek the necessary licenses from the State of California to operate the Center, as well as, work with any City-related agencies providing funding such as the Low Income Investment Fund and the Office of Early Care and Education and the Mayor’s Office of Community Development.

MB6W is an approximately 140 unit affordable housing rental apartment building for families with 35 units set aside for households voluntarily relocating from public housing sites undergoing revitalization through San Francisco’s HOPE SF initiative. The development will include 4 buildings - a seven story building will activate China Basin, the Mission Bay Blvd façade will include storefronts of the community room and the Blue Bear Music Center, the Merrimac façade will be broken up into three blocks separated by the pedestrian bridges, and lastly, a four story building with front stoops will reflect the more intimate scale of the mid-block mews shared by Mission Bay South Block 6 East. Attached as Exhibit B is a floor plan of the ground floor of the buildings showing the Site/Building location. The.
Center is proposed to be included in the building on China Basin Street where the main entry will be located. The MB6W building is anticipated to include the following units: 35 1 BR, 70 2 BR, and 35 3 BR. One of the 2 BR units will be provided for a staff person of Mercy Housing’s professional property management affiliate, Mercy Housing Management Group, to live on site.

35 units are set aside for households moving from public housing and restricted at 30% AMI as defined by MOHCD in 2017. The remaining units are at 30% TCAC AMI, 40% TCAC AMI, 50% TCAC AMI, and 60% MOHCD AMI. 30%, 40%, 50%, and 60% of TCAC and SF AMI’s currently are:

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**SCHEDULE**

The MB6W building is scheduled to start construction in early 2019 at the latest and is anticipated to be completed in early 2021. The project is currently in schematic design. The goal of selecting a Service Provider now is to develop the early care and education center plans in conjunction with the MB6W building. Mercy Housing California would like the Center to open and start serving children as soon as feasible after the MB6W building is open for residential occupancy. We understand that the Service Provider may only begin to start their tenant specific improvements after the MB6W building reaches construction completion.

**THE MISSION BAY NORTH AND SOUTH REDEVELOPMENT PROJECT AREA AND PLAN**

The development program for Mission Bay North and South includes:

- A total of 6,514 housing units, including 1,916 (~30%) affordable units for very low, low, and moderate-income households.
- Development of 4.4 million square feet of commercial space for office/lab uses and an 18,000 seat event center, 419,000 square feet of retail and 41 acres of open space including a 5.14 acre Bayfront park.
- A UCSF research campus containing 2.65 million square feet of building space and 550-bed UCSF medical center serving women, children, and cancer patients. A 500-student public school, new public library and new public safety building housing fire and police stations and other community facilities.

As of August 2017, 5,296 housing units, including 1048 affordable units, have been constructed in Mission Bay. An additional 612 units are under construction or entitled. More than 1.9 million square feet of commercial, office, clinical and biotechnology lab space has been built, another 2.5 million square feet is under construction. More than 19 acres of new non-UCSF parks and open space have also been completed, including a kids' park. Completion of the 11 acre Golden State Warriors Event Center and Mixed-Use Development is scheduled for fall 2019. The development consists of an 18,000 seat multi-purpose event center, two mixed-use office/research buildings, 950 below grade parking spots with various retail.

**MERCY HOUSING CALIFORNIA**

Mercy Housing California (MHC) is a California-based, non-profit housing development corporation with the mission of creating and strengthening healthy communities through the provision of quality, affordable, service-enriched housing for individuals and families who are economically poor. MHC has a strong presence in San Francisco reflected in its 33 housing developments including 1180 4th Street, Mission Creek Senior Community and Notre Dame Plaza. MHC’s portfolio includes 9,562 units in 143 California properties in operation that date from 1974 to the present with an additional 3,282 units currently in development throughout California. MHC is an affiliate of Mercy Housing, Inc. (MHI), a national non-profit housing development, management and resident services with sponsorships from eleven congregations of women religious. For more information, please access: www.mercyhousing.org.

**PROPOSED LEASE TERMS AND PROJECT INFORMATION**

The Service Provider will receive the space for an initial fifteen (15) year lease for an annual amount of $1.00 (the “Rent”). Mercy Housing California 78, a California limited partnership (the Owner of the building) shall have the option to extend this term for ongoing renewals of fifteen (15) year periods. The lease will include language stating that the Rent will not be inclusive of the following (therefore your organization will be responsible for the following operating costs): property taxes, property insurance and any utilities costs that are not separately metered (i.e. water and sewer). These services will either be paid for directly by the Service Provider or if they are contracted for by the Owner, the Owner will bill for such costs on a schedule agreed to in the lease. It is anticipated that the lease will also describe the maintenance and janitorial obligations of the building Owner and the Service Provider. It is anticipated that the Owner will maintain the major building and equipment systems that are connected to the Center, (such as heating, cooling, plumbing, electrical, weatherproofing, and structural systems), but the
Service Provider will maintain all improvements in the interior of the Center or that were completed as part of the Service Providers’ tenant improvements. The Service Provider will be responsible for all costs associated with basic maintenance of the Center, including (but not limited to) water, garbage/recycling/composting, electric, gas, communication services, janitorial services, and exterior maintenance and janitorial of designated outdoor play space, including grounds and lighting. The service provider will have to maintain trash on the child care center premises and will not have access to the residential waste facility. There will be no onsite parking for the provider. The outdoor play space may be a shared area between the housing development and the childcare center when not in use and if so, there may be an access agreement in addition to the lease. The Service Provider is also responsible for carrying professional liability insurance as required by the California Department of Social Services Community Care Licensing Division. The Service Provider will also be required to name Mercy Housing California, the Office of Community Investment and Infrastructure as landowner and lender and possibly other lenders as additional insured. See the Insurance Requirements attached as Exhibit C. 

Mercy Housing California intends to secure the services of a professional Service Provider that will perform all tasks necessary for the operation of a high quality early care and education program (infant, toddler, and preschool) for the families that live and/or work in the community and surrounding neighborhood. A Service Provider or collaborative organizations making up the Service Provider applicant must demonstrate fiscal feasibility and accountability. The Service Provider must have the ability to contract for basic exterior maintenance and custodial services.

COMPLIANCE WITH OCII EQUAL OPPORTUNITY POLICIES:
The Office of Community Investment and Infrastructure (“OCII”) administers this project. The Service Provider shall comply with OCII’s SBE, Workforce, and Prevailing Wage policies as they pertain to the design and construction build-out of the warm shell. Additionally, the Selected Service Provider shall comply with OCII’s Minimum Compensation Policy, Health Care Accountability Policy and Non-Discrimination in Contracting Policy Policies as they relate to the operation of the Childcare Facility.

COMPLIANCE: WARM SHELL BUILDOUT AND TENANT IMPROVEMENTS
OCII’s Small Business Enterprise (“SBE”) Program requires the Service Provider to make good faith efforts to award 50% of all Personal Services and Construction Contracting dollars associated with the warm shell buildout to bona fide SBEs. When awarding contracts, the Service Provider shall give San Francisco-based SBEs with Local Business Enterprise (LBE) Certification first consideration. Non-San Francisco-based SBEs shall be used to satisfy participation goals only if San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs. (See Exhibit D for the SBE Agreement)

OCII no longer directly certifies SBEs; however, OCII will honor firms certified with the City and County of San Francisco as an LBE that are consistent with the SBE certification standards. Additionally, OCII will accept the information on documented small economically disadvantages businesses (SBE, MBE and WBE) certifications from the following jurisdictions: the State of California, the Federal government, and
any other local jurisdiction. In order to be recognized as an economically disadvantaged SBE, the business must have an average gross receipt income based on the three most recent tax returns that does not exceed $2.5 Million Dollars for Professional Services, $14 Million for Specialty Contractors and $20 Million for General Contractors.

OCII will make the final determination on the consistency of the certification standards and acceptance or denial of certifications listed above. For information on LBE certification with the City and County of San Francisco, please visit the following site: http://sfgov.org/cmd/lbe-certification

In addition to SBE goals, the Service Provider is required to cooperate with OCII and ensure its general contractor complies with OCII’s Workforce and Prevailing Wage policies. The OCII Workforce program requires contractors and subcontractors to make good faith efforts to hire San Francisco residents for 50% of the construction hours required to build out the warm shell. The Prevailing Wage policy requires the Service Provider’s general contractor and subcontractors to adhere to the prevailing wage regulations of the California Department of Industrial Relations.

**COMPLIANCE: OPERATION OF CHILDCARE CENTER**

The Service Provider shall also comply with applicable provisions of the OCII’s Minimum Compensation Policy, Health Care Accountability Policy and Non-Discrimination in Contracting Policy as they relate to the operation of the Childcare Facility.

OCII’s has adopted a Minimum Compensation Policy (“MCP”) that requires the Service Provide to make payments of a minimum level of compensation to its employees. In addition, the Service Provider shall offer workers 12 paid days off per year (or cash equivalent) and 10 days off without pay per year. OCII makes annual adjustments to the Minimum Compensation rate on January 1 of each year. By requiring contractors to pay workers a living wage, the policy seeks to decrease poverty and stimulate local economic activity. For more information, **See Exhibit E, Minimum Compensation Policy.**

OCII’s Health Care Accountability Policy (“HCAP”) requires the Service Provider to offer certain health plan benefits to its employees or participate in a health benefits program developed by the City’s Department of Public Health, and adopted by OCII’s Commission. The Service Provider may also make a payment to OCII, in lieu of such benefits. All payments made to OCII will be used to enroll employees in a Health Plan that meets articulated standards. (**See Attachment F, Health Care Accountability Policy**)

OCII’s Non-Discrimination in Contracts and Benefits Policy prohibits discrimination in contracting, and prohibits unequal treatment in providing benefits between employees with spouses versus employees with domestic partners. Entities that have received certification from the San Francisco Contract Monitoring Division (formerly Human Rights Commission) regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII’s Non-Discrimination in Contracts and Benefits policy. (**See Attachment G, Non-Discrimination in Contracts and Benefits Form**)

For more information about OCII’s Equal Opportunity Policies as they relate to this RFP, please review our policies online at: http://sfocii.org/policies-and-procedures and/or contact Maria Pecot, OCII
SERVICE PROVIDER PROGRAM RESPONSIBILITIES

It is anticipated that this Center will serve approximately 40 children at any given time, including infants, toddlers and preschoolers (ages 0-5 years old). Mercy Housing California seeks a Service Provider that currently participates in San Francisco’s Quality Rating and Improvement System and has a philosophy and program policies aligned with the Program for Infant/Toddler Care, as well as integrates the California Department of Education’s Infant/Toddler Learning & Development Foundations/Curriculum Framework and the California Preschool Learning Foundations/Curriculum Framework. The Center should be inclusive of all learners and children with multiple abilities. The Service Provider shall maintain good standing with California Department of Social Services Community Care Licensing Division regulations, and have no outstanding citations at the time of application. The Service Provider shall also be a Early Learning Scholarship (ELS) participating agency and participate in City supported quality improvement activities (contingent upon the continued availability of City supports).

The Service Provider will be solely responsible for funding the day-to-day operations of the Center.

In addition to the criteria referenced above, the Service Provider shall adhere to the following terms and conditions for enrollment at the Center:

a. Maintain enrollment priorities:
   - 1st priority are children of families that are residents of the Mercy Housing California MB6W,
   - 2nd priority are children of families that live in the Mission Bay Redevelopment Project Area.
   - 3rd priority are children of families with a parent working in the Mission Bay Redevelopment Project Area.

b. Commit to prioritizing enrollment for at least half of the Center’s children to families accessing subsidized services through a Title 5 contract, subsidy vouchers, or City-funded Early Learning Scholarships.

c. Maintain an enrollment that includes a minimum of at least half of enrolled children from low-to-moderate households (based on 85% of the HUD Area Median Income).

MINIMUM REQUIREMENTS OF THE SERVICE PROVIDER

Respondents must be a nonprofit, 501(c)(3) organization. The Service Provider must have a qualified Director/Site Supervisor that meets Title 5 requirements with a proven track record of providing publicly-funded program services in San Francisco for a minimum of five (5) years. Service Providers must have the ability to provide subsidized services through Title 5 contracts/subcontracts, and/or Head Start and/or Early Head Start, and/or other government-funded subsidies, and demonstrate the ability to serve populations of families with subsidy vouchers.
Service Providers who are Family Resource Centers and Service Providers that have demonstrated the ability to serve mixed populations of subsidized families and private payers are strongly encouraged to apply.

PROPOSAL FORMAT
All responses must include the two separate sections:
- Section 1 -Technical Proposal, and
- Section 2 - Cost Proposal.

The Technical Proposal shall contain no reference to, or discussion of, cost. The Cost Proposal shall identify costs and projected incomes with necessary explanations/detail.

SECTION 1 - Technical Proposal
A) Statement of Philosophy and Mission Statement (one page maximum)
Provide a brief statement about your organization that shares background information, program philosophy and mission, including the most important goals of an early care and education program; detail the salient features of your organization and the conclusions as to the reasons why your organization is most qualified and should be selected.

B) Children’s Programming (two pages maximum)
Describe the overall curriculum philosophy and approach. If a particular curriculum model is subscribed to, name it. See expectations in Service Provider Program Responsibilities above.

C) Qualifications and Experience of Teaching Staff
Detail the educational attainment level and relevant experience of all teaching staff, and provide a resume of each staff member. If staff has yet to be hired, include detailed job descriptions, requirements and recruitment strategies to ensure the appropriate hire.

D) Program Operation and Staff Patterning
Detail the schedule of operation (including hours and days), and the staffing pattern (should reflect all parts of the day) to ensure that adequate coverage will be maintained (including adult-child ratios and group sizes).

E) Director/Site Supervisor
Detail the educational attainment level and relevant experience of all lead staff that would be the Center administration, and provide a resume of each staff member. If staff has yet to be hired, include detailed job descriptions, requirements and recruitment strategies to ensure the appropriate hire.

F) Scope of Services
Explain how your organization’s program for young children will facilitate strategic planning and program evaluations in areas of quality curriculum, assessments in support of learning objectives for children, screening and identification of children with special needs, risk management, and meeting health and safety standards. Describe what processes, procedures and tools will be used to ensure high quality early care and education programming and environments. Provide a copy of the Parent Handbook and the Staff Handbook.

G) Food and Nutrition
Describe the proposed food and nutrition services to be provided.

H) Partnerships
Describe your organization’s plans to generate family support and involvement in your program. Explain how your organization works with shared governance as it relates to staff, children, parents, etc. Describe how your organization is engaged in partnerships with fellow community-based organizations that support and enhance your programming for young children and their families. Describe how your organization will partner with the San Francisco Unified School District to ensure effective enrollment and transition to kindergarten.

I) Cultural Diversity
Describe your organization’s track record in providing program services that address the cultural, linguistic needs of children and their families, beyond translation of materials. This includes the demonstrated capacity to tailor the provision of program services to diverse types of families which includes LGBT families.

J) Marketing, Public Relations, and Fundraising
Describe your proposed strategy and metrics to ensure the enrollment priorities as outlined in the Service Provider Program Responsibilities section above will be met. Describe your proposed strategy and metrics to recruit and maintain enrollment, and secure subsidies and other funding needed to ensure the requirements for serving low/moderate income and at-risk children as outlined in the Service Provider Program Responsibilities section above will be met. Describe your organization’s methodology for determining tuition and scholarships, including the processes, procedures and tools used to ensure that fees charged are in keeping with the economy and a family’s ability to pay.

K) References
Provide a minimum of three (3) references, including name, address, e-mail address, and telephone number of persons/agencies that can attest to your organization’s performance as it relates to high quality child care and early learning services, as well as three (3) references of persons/agencies that can attest to your organization’s financial stability.

L) Facility/Operations
Describe any experience your organization has had with capital financing, design, permitting, construction build-out (including project management of the project) and licensing and start-up of a high quality early care and education program(s) and with working with San Francisco permitting and approval agencies. Provide your plan and a timeline to complete the capital financing, design, permitting, and construction build out and licensing and start-up of the Center, assuming you are selected as the Service Provider.

M) Compliance with OCII Policies
Please complete Exhibit H, Statement of Compliance with Office of Community Investment and Infrastructure Policies. The selected Service Provider shall comply with OCII’s SBE, Workforce, and Prevailing Wage policies as they pertain to the Design and Construction build-out of the warm shell. Please describe any experience your organization has with Workforce and Contracting Policies (with OCII or other relevant entities) as it relates to design and construction, and articulate how you intend to achieve the 50% SBE Contracting participation goal. Please identify the person who will be responsible for OCII policy compliance.
SECTION 2 – Cost Proposal

A) Maximizing Economy and Operational Effectiveness
Describe your organization’s methodology for providing access to high quality early care and education services that minimizes cost and maximizes economy and operational effectiveness, include information on your organization’s budget planning and account services.

B) Operational Budget
Provide a detailed operational budget, with narratives as needed, that includes the following:
   1. Salaries - identify all employee’s salary costs and benefits.
   2. Administrative Costs - identify administrative costs, insurance, professional development, substitutes, food costs, marketing expenses, and any other expenses predicted for the operation of the Center.
   3. Income - identify all income, including other sources of income predicted as revenue (e.g., food subsidies, fundraising, etc.).

C) Tuition/Fee Proposal
For fee paying families, provide a proposed tuition/fee schedule that covers all aspects of the program/services (infants, toddlers, preschool, part-time, full-time, sick-care, drop-offs, etc.). Identify the cost per week for each category of user and any additional costs to users beyond tuition. Specify the services which are included in the tuition (e.g., food, special classes). Specify the number of hours of care per day the tuition fee reflects. Indicate, if appropriate, what charges will be for additional hours. Provide information on your scholarship, financial aid, or any other type of assistance provided to families, including policies and procedures and application for tuition assistance.

SUBMITTAL FORMAT
Submit your organization’s proposal that includes all information requested in this RFP, and include any other information that you consider helpful for Mercy Housing California, to review as part of consideration. The submittal should be prepared simply, providing delineation of your organization’s capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays and promotional materials are unnecessary. Emphasis should be on completeness and clarity.

SELECTION PROCESS
1. Mercy Housing California solicits proposals from prospective individuals and organizations (i.e. this RFP is that solicitation).
2. The selection committee will screen proposals submitted, score proposals and short list Service Providers to be interviewed.
3. The Selection Committee will conduct and score interviews of the short listed Service Providers.
4. The Selection Committee will sum the scores of all Selection Committee members and select the Service Provider with the highest score.
5. After selection, Mercy Housing California will negotiate a Memorandum of Understanding with the selected Service Provider which will include the basic understanding included in this RFP regarding lease terms and tenant improvements. Also included in the MOU will be a detailed schedule by
which the Service Provider is expected to perform the financing, design, permitting, and construction of the tenant improvements of the Center to allow the Center to open soon after the MB6W building opens.

EVALUATION PROCESS
The proposals will be evaluated based on the following criteria:
- quality of early care and education programming,
- sound financial plans,
- succinctness, and
- success in achieving the enrollment requirements stipulated.
An applicant with a proposal that ensures a higher proportion of low income slots shall receive a graduated bonus score.

SELECTION CRITERIA
Mercy Housing California, will be seeking organizations that exhibit demonstrated experience in providing the above described services. The selection process will be conducted by a Selection Committee, which will include representatives from the Office of Early Care and Education (“OECE”), the City’s Office of Community Investment and Infrastructure (“OCI”) and Mercy Housing California.

The Selection Committee will score all proposals and select a Service Provider that obtains the highest score based on the selection criteria.

PROPOSAL EVALUATION
Proposals will be evaluated according to the criteria below.

1. **Applicable Experience and Skills.** Does the proposal demonstrate that the candidate has the skills and experience to provide a high quality early child care educational programming at the Project? ........................................................................................................................................ 40 points

2. **Cost Proposal.** Is the cost proposal complete and reasonable? ........................................ 50 points

3. **Cultural Diversity.** The child care provider’s track record and ability to serve a diversity of family types and cultural backgrounds. ................................................................. 10 points.

4. **Graduated Bonus Score.** Ensuring higher proportion of low income slots. Points for this will vary based on proposal content.

MAXIMUM REGULAR POINT SCORE POSSIBLE (This will increase if there are applicants that include a larger proportion of low income slots) ........................................................................................................... 100 POINTS
### SELECTION PROCESS AND TIMELINE

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<td>Issue/Post RFP</td>
<td>September 11, 2017</td>
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<td>Pre-submittal Conference at Mercy Housing</td>
<td>September 25, 2017</td>
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<tr>
<td>Submission Deadline to: Mercy Housing, 1360 Mission Street #300, San Francisco</td>
<td>3pm on October 9, 2017</td>
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<tr>
<td>Selection Panel reviews Proposals, determines Service Providers to be interviewed</td>
<td>October 12, 2017</td>
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<td>Selection panel interviews firms (targeted)</td>
<td>October 17, 2017</td>
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<tr>
<td>Notice of Final Selections (targeted)</td>
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### GENERAL PROVISIONS

1. **Addenda:** Mercy Housing California may modify this RFP or any of its deadline dates set forth in the RFP prior to the date fixed for the submission by issuance of an addendum.

2. **Withdrawal of RFP:** The proposer may withdraw its RFP by submitting a written or facsimile request signed by the proposer’s authorized representative.

3. **Right of Cancellation:** Mercy Housing California reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for statement preparation, interview, fee negotiation or other marketing costs associated with RFP. Mercy Housing California may reject any or all submittals and may waive any immaterial deviation from the RFP. Mercy Housing California’s waver of an immaterial defect shall in no way modify the RFP documents or excuse the submitter from compliance with other provisions of the RFP.

4. **Disposition of Submittals:** Submittals become the property of Mercy Housing California and may be returned only at Mercy Housing California’s option and at the submitter’s expense.

5. **Evaluation of Statement of Qualifications:** Mercy Housing California’s evaluation is solely for the purpose of determining which organizations are deemed qualified. Statements of Qualification will be reviewed and a determination made by Mercy Housing California based upon the submitted information and any other information available to Mercy Housing California. Mercy Housing California may request all Service Providers to submit additional information pertinent to the RFP. Mercy Housing California also reserves the right to investigate other available resources in addition to any documents or information submitted by the Service Provider.

### SUBMISSION OF RFP’s

Interested organizations should **submit four (4) copies and one (1) electronic copy of their proposal** to Mercy Housing California by the due date and time. No enclosures will be accepted except those
requested. Anything additional will be discarded and not considered. Label all responses according to the outline in this RFP. No oral, telegraphic, facsimile or telephone statements will be considered.

Proposals should be clearly titled “Mission Bay South Block 6 West Early Care and Education Center RFP” and delivered to:

Attn: Danielle Tate, Assistant Project Manager
Mercy Housing California
1360 Mission Street, 3rd Floor
San Francisco, CA 94103

Please email electronic copies to: DGreene@mercyhousing.org

ALL RESPONSES MUST BE RECEIVED NO LATER THAN:
Date: October 9, 2017
Time: 3:00 p.m.

Any proposals received after 3:00 p.m. on the due date will not be considered and will be returned unopened.

Questions or clarifications concerning this RFP should be directed to:

Contact: Danielle Tate, Assistant Project Manager
e-mail: DGreene@mercyhousing.org
Phone: (415) 355-7123
Fax: (415) 355-7101

As of the date this RFP is issued and continuing until the final date for submission, prospective applicants are prohibited from contacting any Mercy Housing California employee, OECE, or OCII employee regarding this RFP other than the individual specified. Applicants found to be acting in any way contrary to this directive will be automatically disqualified.

No tours to view/inspect the location will take place. Service Providers are encouraged to reference background materials to understand the plan for the new Mission Bay neighborhood. Attached: As Exhibit I: Mission Bay Project Area Summary Sheet.

Mercy Housing California reserves the right to reject any and all submittals.
### Exhibit A - Mission Bay Block 6 West Child Care Center Warm Shell

#### Description

| Location | Mission Bay Block 6 West |
| Sq. Ft. (approx) | 4400 sqft |

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<tr>
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#### Structure & Architectural

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<th>yes; all distribution in TI phase except hook up of HVAC (below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecom</td>
<td>2&quot; conduit to space from project MPOE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plumbing</th>
<th>Water heating</th>
<th>water heater to be electric, in TI not warm shell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution Piping</td>
<td>by tenant</td>
<td></td>
</tr>
<tr>
<td>Grease Trap</td>
<td>none by tenant if needed.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Protection</th>
<th>Sprinklers</th>
<th>yes; sprinkler changes in TI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm</td>
<td>addressable fire alarm connected to main annunciator panel</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HVAC</th>
<th>Heat/AC</th>
<th>split DX package unit with condenser on roof by Owner, fan coils in spaces part of warm shell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louvers</td>
<td>will provide louvers in storefront facing Beale for exhaust and facing garden for fresh air intake.</td>
<td></td>
</tr>
</tbody>
</table>

| Parking | All on site parking will be dedicated for residents. There will be no parking for staff. |

<table>
<thead>
<tr>
<th>Loading/Center Access</th>
<th>Loading and drop off for the Child Care Center will be on China Basin Street</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Playground is part of warm shell</td>
</tr>
</tbody>
</table>


EXHIBIT C

INSURANCE REQUIREMENTS

A. Commercial General Liability (Occurrence Form with defense cost outside the limits):

Combined Bodily Injury and Property Damage Liability:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

B. Workers’ Compensation and Employer’s Liability:

Coverage A:
Statutory Coverage: As required by the State in which the project is located

Coverage B:
Employers Liability Coverage:
- $1,000,000 Each Accident
- $1,000,000 Disease, Policy Limit
- $1,000,000 Disease, Each Employee

C. Business Auto Policy:

Combined Bodily Injury and Property Damage Liability (Combined Single Limit): $1,000,000 each accident

Liability Coverage for the following must be included:
- Any Automobile OR
  - Owned, Non-Owned and Hired Automobiles

D. Professional Liability:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Claim</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

E. Property:

Special form property damage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of

Exh C - Tenant Insurance Requirements 2017.docx
INSURANCE REQUIREMENTS
PAGE 2

persons claiming through the tenant; and full coverage plate glass insurance covering any plate
glass on the commercial space.

F. Business Interruption:

Business interruption and extra expense insurance in such amounts to reimburse Tenant for direct
or indirect loss attributable to all perils commonly insured against by prudent tenants.

ADDITIONAL REQUIREMENTS:

1. The Tenant shall furnish original certificates of insurance to show that the insurance
   specified herein is in force, stating policy numbers, dates of expiration, limits of liability,
   coverages there-under and the name of the project

2. All liability insurance policies (excluding professional liability insurance policies)
   maintained by Tenant shall name Landlord as an additional insured against any and all
   claims for bodily injury and property damage occurring in, or about the Premises arising
   out of Tenant's use and occupancy of the Premises.

3. Notwithstanding anything to the contrary herein all commercial liability and excess
   liability insurance policies maintained by Tenant shall be written on an occurrence basis
   and shall contain no exclusion for sexual abuse, molestation or sexual misconduct.

4. All policies are to be written through insurance companies duly entered and authorized to
   transact that class of insurance in the state in which the project is located. The Insurance
   Companies must have an A.M. Best rating of A-, VIII or better in the most recent Best’s
   Key Rating Guide.

5. Approval, disapproval or failure to act by the Owner regarding any insurance supplied by
   the Tenant shall not relieve the Tenant of full responsibility or liability for damages and
   accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance
   company exonerate the Tenant from liability.

6. Owner shall make no payments, reductions or reimbursements for any insurance that the
   Tenant may be required to carry.

7. Upon notification, Tenant shall add lenders, investors and other parties of interest as
   additional insureds to such policies.
EXHIBIT D

SMALL BUSINESS ENTERPRISE AGREEMENT

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

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

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

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTION</td>
<td>50%</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td>50%</td>
</tr>
<tr>
<td>SUPPLIERS</td>
<td>50%</td>
</tr>
</tbody>
</table>

IV. **TRAINEE HIRING GOAL.** In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over $100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional’s contract as follows:

<table>
<thead>
<tr>
<th>Trainees</th>
<th>Design Professional Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$ 0 – $99,000</td>
</tr>
<tr>
<td>1</td>
<td>$100,000 – $249,999</td>
</tr>
<tr>
<td>2</td>
<td>$250,000 – $499,999</td>
</tr>
<tr>
<td>3</td>
<td>$500,000 – $999,999</td>
</tr>
<tr>
<td>4</td>
<td>$1,000,000 – $1,499,999</td>
</tr>
<tr>
<td>5</td>
<td>$1,500,000 – $1,999,999</td>
</tr>
<tr>
<td>6</td>
<td>$2,000,000 - $4,999,999</td>
</tr>
<tr>
<td>7</td>
<td>$5,000,000 - $7,999,999</td>
</tr>
<tr>
<td>8</td>
<td>$8,000,000 – or more</td>
</tr>
</tbody>
</table>

A. **Procedures For Trainee Hires**

1. **Compliance with the Trainee Hiring Goal**

   Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.
2. **Execution and Incorporation of this Agreement to Sub-agreements**

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. **Contact Educational Institutions**

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

7. **Action by Design Professional When No Response From Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the
8. Termination of Trainee for Cause

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. Reporting

Upon completion of the Term of the Agreement or the term of the design professional’s contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. Report on Terminations

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.
VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities’ business certifications to establish eligibility for the Agency’s program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency’s SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency’s SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 (“Policy”) or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.
**Agency-Assisted Contract** means, as applicable, the Development and Disposition Agreement ("DDA"), Land Disposition Agreement ("LDA"), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

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

**Agency Contract** means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

**Amendment to a Pre-existing Contract** means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy ("SBE Policy") takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

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

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

**Association** means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

**Commercially Useful Function** means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco ("City") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a “commercially useful function” unless the brokerage, referral or temporary employment services are required and sought by the Agency.
**Contract** means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

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

**Joint Venture** means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

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

**Office** or **Offices** means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an “office” under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an “office.” The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an “as needed” basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

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

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

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

**Small Business Enterprise (SBE)** means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

<table>
<thead>
<tr>
<th>Industry</th>
<th>OCII SBE Size Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contractors</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Specialty Construction Contractors</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>Suppliers (goods/materials/equipment and general services)</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Trucking</td>
<td>$3,500,000</td>
</tr>
</tbody>
</table>

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm’s three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm’s three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

**Specialty Construction Contractor** means a contractor licensed by the Contractors State License Board under the “C” classification license pursuant to California Business and Professions Code Section 7058.

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

**XI. GOOD FAITH EFFORTS TO MEET SBE GOALS** Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. **Outreach.** Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise.** Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the *Bid and Contract Opportunities* newsletter published by the City and County of San Francisco Purchasing Department and
media focused specifically on SBE businesses such as the Small Business Exchange, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs.** Request from the Agency’s Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

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

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

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

   E. **Provide Timely and Complete Information.** The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

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

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

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

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

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

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

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

XII. **ADDITIONAL PROVISIONS**

A. **No Retaliation.** No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

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

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

   “Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 et seq. Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity.”

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

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

A. Notice to Agency. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. Affidavit. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

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

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

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

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

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

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

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.
7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

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

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

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

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

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

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

F. **SBE Determination.** The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. **Agency Investigation.** Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.
XIV. ARBITRATION OF DISPUTES

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration, unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties’ Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.
I. California Law Applies. Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party’s contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. Arbitrator’s Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. Default Award; No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall
have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator’s fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys’ fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator’s decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services (“the Work”). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability.** The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____________________________  ____________________________
Agency                        Agency-Assisted Contractor
XV. **AGREEMENT EXECUTION**

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency’s 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

__________________________________________  __________________________
Signature                                          Date

__________________________________________  __________________________
Print Your Name                                     Title

__________________________________________
Company Name and Phone Number
MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) 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 OCII contracts and subcontracts for services: for Commercial Business MCP the wage rate is $13.64 per hour effective January 1, 2017; for Nonprofit MCP the wage rate is $13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, the San Francisco minimum wage will increase to $14.00 on July 1, 2017. All contractors (both for-profit and non-profit) in San Francisco will need to comply with the minimum wage of July 1, 2017. Furthermore, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

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

Effect on OCII 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, OCII 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 OCII.

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII 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.

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

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or http://sfocii.org/policies-and-procedures.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII 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 ____________________
EXHIBIT F

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (as Successor Agency to the 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 OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and subtenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; (2) pay OCII $4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed $180 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

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

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

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII’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.

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

For more information, please see the complete text of the HCAP, available from the OCII’s Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII 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
Section A
Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

☐ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B
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 Office of Community Investment and Infrastructure (successor to 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).
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<th>Benefit</th>
<th>Yes, for Spouses</th>
<th>Yes, for Partners</th>
<th>No</th>
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<td>• Medical (health, dental, vision)</td>
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<td>• Pension</td>
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<td>• Bereavement</td>
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<td>• Employee assistance programs</td>
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<td>• Relocation and travel</td>
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<td>• Company discounts, facilities, events</td>
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<td>• Other</td>
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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.

Section C

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 _____________, 20____, at ________________________________, __________. (City) (State)

Name of Company/Organization: ________________________________

Doing Business As (DBA): ____________________________________________

Also Known As (AKA): _____________________________________________

General Address: _________________________________________________

Remittance Address (if different from above): _________________________

Name of Signatory: ________________________________ Title:____________

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: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
EXHIBIT H

STATEMENT OF COMPLIANCE WITH OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII) POLICIES

By signing this form applicant(s) ____________________________ agree(s) to comply with applicable OCII policies, including but not limited to the Small Business Enterprise Policy, Construction Workforce Policy, Prevailing Wage (Labor Standards), Non-Discrimination in Contracts Policy, Minimum Compensation Policy, and Healthcare Accountability Policy as they pertain to the design and construction build-out of the warm shell.

__________________________________________________________
Name of Business Organization

__________________________________________________________
Street Address

__________________________________________________________
City ___________ State ___________ Zip Code

__________________________________________________________
Printed Name ___________ Title ___________

__________________________________________________________
Signature ___________ Date ___________
OCII has been the driving force in creating San Francisco’s Mission Bay neighborhood. Situated on over 300 acres of land west of the San Francisco Bay and east of Interstate 280, Mission Bay is a mixed-use, transit-oriented neighborhood served by Muni’s Third Street Light Rail system, bus lines, and the Caltrain Regional Rail Service. Development began in 2000 and is anticipated to be completed by 2030. Mission Bay features a new UCSF research campus complete with a state-of-the art, 550-bed UCSF medical center serving women, children and cancer patients.

**Affordable Housing**

The Mission Bay North and South Redevelopment Project Areas will account for 1,806 permanently affordable homes at completion, a major contribution towards reaching Mayor Lee’s goal to provide 10,000 affordable homes in the City by 2020. **Five 88**, located at 588 Mission Bay Boulevard North (pictured above) opened its doors in spring of 2017, and is home to 198 new affordable units marking one of the largest fully affordable developments in San Francisco. Other Affordable Housing developments currently in the Mission Bay pipeline include: Mission Bay South Blocks 6 East, 6 West, 3 East, 9, and 9A totaling approximately 419 units.

**Golden State Warriors Event Center – Mission Bay**

In January 2017, construction commenced on the Golden State Warriors Event Center and mixed-use development, an approximately 11-acre site located on Mission Bay South blocks 29-32. The development consists of an 18,000 seat multi-purpose event center, two mixed-use office/research buildings, 950 below-grade parking spots and various retail uses including fine dining, casual restaurants, food hall space and soft goods retailers. The site is surrounded by 3.2-acres of open plazas, landscaped green space, elevated viewpoints and a public promenade walkway. Construction is anticipated to be complete by fall 2019.

**Development Status**

As of August 2017, 5,296 housing units, including 1,048 affordable units have been constructed in Mission Bay, with another 758 affordable units in the pipeline, expected to be completed in the coming years. More than 1.9 million square feet of retail, office, clinical, and biotechnology lab space has been built with another 2.5 million square feet under construction. Mission Bay is projected to create more than 30,000 permanent jobs in addition to hundreds of ongoing construction jobs. The first phase of the UCSF medical center consisting of 289 beds was completed in 2015. The second phase began construction in March 2017. More than 19 acres of new non-UCSF parks and open space have been completed, including the Mission Bay Kids’ Park, with another 22 acres either under construction or planned, including a 5.4-acre bayfront park.

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Office of Community Investment and Infrastructure (OCII)
Mission Bay North and Mission Bay South Project Areas

Housing
Under construction: 143 affordable units (6E); 350 market rate (1)
Pre-construction: ~ 419 affordable units (3E, 6W, 9, 9A)

Office & Mixed Use
Under construction: 26/27 (Uber); 29-32 (GSW); 40 (Exchange);
33 (UCSF); 36 (UCSF Cancer Precision)
Pre-construction: 23A (UCSF); 1 (250 Room Hotel)

Open Space
Under construction: P2/P8 (Mission Creek Park);
P23/24 (Mariposa Bayfront Park); P5 (Dog Park)
Pre-construction: P3 (Mission Creek Park);
P22 (Bayfront Park)