

ITEM 7b
Treasure Island Development Authority
City and County of San Francisco
Meeting of April 13, 2022

Subject: Resolution Authorizing an Amendment to the Small Business Enterprise Procedures – Treasure Island/Yerba Buena Island to Add a Provision Limiting the Period of SBE Recognition and Update Gross Annual Receipt Tax Thresholds (Action Item).

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The Disposition and Development Agreement (“DDA”) by and between Treasure Island Community Development, LLC (“TICD”) and Treasure Island Development Authority (“TIDA”) was approved by the Treasure Island Development Authority Board of Directors (“Authority Board”) on April 21, 2011 and by the San Francisco Board of Supervisors on June 7, 2011. The DDA became effective on July 14, 2011.

The Jobs and Equal Opportunity Program (“Jobs EOP”) is Exhibit P to the DDA. Section 3 of the Jobs EOP established policies and participation goals for Small Business Enterprises (“SBEs”) in construction contracting by TICD, Vertical Developers and Construction Contractors engaged in the development of Treasure Island. The SBE policies established under the Jobs EOP are for the work of TICD, its successors, agents, and contractors. The contracting activities of TIDA do not fall within the scope of the SBE policies in the Jobs EOP, and TIDA follows the requirements of Chapter 14.B of the San Francisco Administrative Code for its contracts.

At its January 8, 2014 meeting, the Authority Board approved the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (the “SBE Procedures”), for the satisfaction of the SBE Participation Goals embodied in the Jobs and Equal Opportunity Program and for TICD to follow in advertising, awarding and administering contracts.

At its July 13, 2016 the Authority Board approved a revision to the SBE Procedures updating the Gross Receipts Test Criteria Threshold for Construction Contracts consistent with revisions to San Francisco Administrative Code Chapter 14.B.

DISCUSSION

The Jobs EOP provided that the SBE Procedures would recognize participation of SBEs beyond those based in San Francisco, and the SBE Procedures provided how TIDA would recognize Small Businesses not located in San Francisco on the same Gross Annual Receipt Tax thresholds established under San Francisco Administrative Code Section 14.B, but the SBE Procedures did not define when a TIDA recognition would expire or when a firm might need to reapply for recognition. Based upon consultation with the staff at the Contract Monitoring Division (CMD)

which administers the City's Local Business Enterprise (LBE) certification processes based on San Francisco Administrative Code Section 14.B, staff recommends that any TIDA recognition of an SBE should be limited to any contracts entered into by the firm within 12 months of TIDA recognition. For participation by the firm under contracts entered into more than 12 months after TIDA recognition, the firm would need to reapply for recognition as an SBE and demonstrate that its gross receipts were below the thresholds established in the SBE Procedures.

At its meeting of November 2, 2021, the Board of Supervisors approved Ordinance 0203-21 amending the San Francisco Administrative Code Section 14.B to increase the Gross Receipts Tax Thresholds for Professional Service Contracts and for Construction Contracts. Although the SBE Procedures provide that the thresholds for TIDA recognition of an SBE "shall increase in accordance with any increases in the limits in Chapter 14.B", we propose to memorialize the approved changes in thresholds under the Administrative Code in the SBE Procedures.

REVISIONS

A copy of the revised SBE Procedures including this proposed amendment is attached to this staff summary as **Exhibit A**. The revised text is as follows (**Added text**; ~~deleted text~~):

New item VI.C of the Procedures:

C. SBE Recognition Period. When the Authority recognizes an SBE in accordance with these procedures, that recognition shall be valid valid for contract(s) entered into by the SBE within twelve (12) months of the date of recognition. For contacts beyond that date, the Person will need to request recognition per VI.A and Exhibit 1.

In Exhibit 1:

A. Gross Annual Receipts Test. The Person must have average Gross Annual Receipts shown on its three most recent tax returns or, if the Person has not been in business for **five (5)** ~~three (3)~~ years, has average Gross Annual Receipts over the number of weeks the Person has been in business multiplied by fifty-two (52), that do not exceed the following thresholds:

1. **Five million dollars (\$5,000,000)** ~~Two million five hundred thousand dollars (\$2,500,000)~~ for a Person that will provide Professional Services under a Professional Services Contract.

2. Twenty-**four** million dollars (~~\$240,000,000~~) for a Person that will provide Construction Work under a Contractor Contract or a Subcontractor Contract.

The above thresholds shall increase in accordance with any increases in the limits in Chapter 14.B.

REQUESTED ACTION

Staff requests TIDA Board approval of Resolution Authorizing an Amendment to the Small Business Enterprise Procedures – Treasure Island/Yerba Buena Island to add a provision limiting the period for SBE Recognition and Update Gross Annual Receipt Tax Thresholds

EXHIBITS

- A. Draft revised Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island)

Prepared by Wei Zhang for
Robert Beck, Treasure Island Director

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

AS AMENDED

September 14, 2016

April 13, 2022

I. INTRODUCTION

An objective of the Treasure Island Development Authority in the development of Treasure Island is to create contracting opportunities for small business professional service firms and construction contractors. Accordingly, a Jobs and Equal Opportunity Program (as amended from time to time, the “**Jobs EOP**”) was attached to and made a part of the Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated for reference purposes as of June 28, 2011 (as amended from time to time, the “**DDA**”).

The Jobs EOP includes a number of employment, contracting and economic development provisions, and section 3, *Participation Goals for Small Business Enterprises*, of the Jobs EOP establishes small business policies and participation goals for Covered Work contracted for by a Covered Person, and section 3.3 requires the Authority to establish reporting, monitoring and other procedures for the satisfaction of the Small Business Enterprise (as defined below) participation goals. These Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (these “**SBE Procedures**”) implement the Small Business Enterprise participation goals set forth in the Jobs EOP and in accordance therewith require good faith efforts designed to ensure that monies are spent in a manner that provides SBEs (as defined below) with an opportunity to compete for and participate in the Covered Work and to ensure broad contracting opportunities for all categories of SBEs. Capitalized terms used but not otherwise defined in these SBE Procedures are set forth in the DDA.

II. APPLICATION

These SBE Procedures apply to all Covered Work undertaken or to be undertaken on the Project, as more particularly set forth below.

III. DEFINITIONS

“**Association**” (as the term is used in this SBE Procedure) means an agreement between two or more parties established for the purpose of completing a specific task or project wherein each party retains its separate legal status. The Association 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 entity between the parties. The Association agreement shall contain, at a minimum, provisions required by Treasure Island Development Authority, as described in Exhibit 1 – Criteria for Recognition of Non-San Francisco Based SBEs and Other Persons, Section C and Exhibit 2 and 3 – Form 5 – Joint Venture/Association Form. The Association agreement shall be subject to the approval of Treasure Island Development Authority.

“**Back Contracting**” shall mean any agreement or other arrangement between a prime contractor and its subcontractor that requires the prime contractor to perform or to secure the performance of the subcontract in such a fashion and/or under such terms and conditions that the

prime contractor enjoys the financial benefits of the subcontract. Such agreements or other arrangements include situations in which either a prime contractor or Subcontractor agrees that any term, condition, or obligation imposed upon the Subcontractor by the subcontract shall be performed by or be the responsibility of the prime contractor.

“**Bid**” means a quotation, proposal, solicitation, or offer to perform Covered Work for a Covered Person for a price under a Covered Contract.

“**Bidder**” means any Person that submits a Bid.

“**Chapter 14.B**” means the San Francisco Administrative Code Chapter 14.B.

“**CMD**” means the Contract Monitoring Division of the City or its successor designated by or pursuant to law to implement and enforce Chapter 14.B.

“**Commercially Useful Function**” means that the Person is directly responsible for providing the materials, equipment, supplies or services as required by the Covered Contract. Persons that provide 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 Covered Person.

“**Construction Work**” shall have the meaning set forth in the Jobs EOP, which meaning is, as of the date of adoption of these SBE Procedures: construction of all Infrastructure and Storm Water Management Controls required or permitted to be made to the Project Site to be carried out by Developer under the DDA, and construction of all Vertical Improvements to be carried out by a Vertical Developer under a Vertical DDA or LDDA, including the initial tenant improvements, through issuance of the first certificate of occupancy.

“**Consultant**” means a Person that performs Professional Services directly for Developer or Vertical Developer under a Professional Services Contract.

“**Contractor**” means any Construction Contractor that performs Construction Work directly for Developer or Vertical Developer (i.e., a prime contractor) under a Contractor Contract.

“**Contractor Contract**” means an agreement between Developer or Vertical Developer and a Contractor for performance of Construction Work.

“**Construction Contractor**” shall have the meaning set forth in the Jobs EOP, which meaning is, as of the date of adoption of these SBE Procedures: a construction contractor hired by or on behalf of Developer or a Vertical Developer who performs Construction Work on the Project Site.

“**Control**” means a Person who possesses the legal authority to manage business assets, good will, and the day-to-day operations of another Person and actively and continuously exercises such authority.

“Covered Contracts” means, individually or collectively as the context requires, contracts for Construction Work, consisting of Professional Services Contracts, Contractor Contracts and Subcontractor Contracts.

“Covered Person” means Developer, Vertical Developer, Contractor, Subcontractors, Consultants and Subconsultants.

“Covered Work” shall mean any and all Construction Work and Professional Services undertaken or to be undertaken on the Project (i.e., under a Covered Contract).

“Gross Annual Receipts” means “total income” (or in the case of a sole proprietorship, “gross income”) of a Person, plus “costs of goods sold” by a Person (the foregoing quoted 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 such taxes were included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the Person or its employees; proceeds from transactions between such Person and its domestic or foreign affiliates; and amounts collected for another Person by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. The only exclusions from the foregoing are those specifically provided for in this definition; 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, shall be included in the foregoing.

“Joint Venture” (as the term is used in the SBE Program) means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement creates a separate business entity, is self-managed 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 Treasure Island Development Authority, as described in Exhibit 1 – Criteria for Recognition of Non-San Francisco Based SBEs and Other Persons, Section C and Exhibit 2 and 3– Form 5 – Joint Venture/Association Form. The Joint Venture agreement shall be subject to the approval of Treasure Island Development Authority.

“Minimum Competitive Amount” means, for Subcontractor Contracts, four hundred thousand dollars (\$400,000) and, for Professional Services Contracts, one hundred thousand dollars (\$100,000) provided that on January 1, 2015, and every five years thereafter, the Authority shall recalculate such amounts to reflect any proportional increase in the Urban Regional Consumer Price Index from January 1, 2010, rounded to the nearest one thousand dollars (\$1,000).

“Non-San Francisco-based Small Business Enterprise” or **“Non-San Francisco-based SBE”** means a Person that is certified as a small or economically disadvantaged business by the State of California (or any of its political subdivisions, including any city or county), any other state (or any political subdivision of any state, including any city or county) or the Government of the United States.

“**OCII**” means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco or its successor designated by or pursuant to law.

“**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 for which SBE recognition is sought. The place where work is performed is not required to be the headquarters for the Person but the place must be sufficient for providing all of the services to operate the business for which SBE recognition is sought. A rental agreement for the place, rent receipts or cancelled checks for rent payments must be presented or, if the place is owned by the prospective SBE, the property tax or a deed documenting ownership of the place must be presented. For purposes of these SBE Procedures, the following do not constitute an “Office”: a temporary location or movable property or one that was established to oversee a project such as a construction project office; post office boxes or residential addresses; work space provided in exchange for services (in lieu of monetary rent); an arrangement for the right to use office space on an “as needed” basis where there is no place is exclusively reserved for the Person.

“**Owns**” or “**Ownership**” means that a Person:

(a) possesses a record ownership interest, such as partnership interest or stock interest, of at least fifty-one percent (51%) of another Person or such lesser amount as the Authority determines, under the circumstances of the other Person’s overall ownership and control structure, constitutes a significant ability to influence business operations and a strong personal stake in such other Person’s viability;

(b) possesses incidents of ownership, including an interest in profit and loss, equal to at least the record ownership interest; contributes capital to the other Person equal to at least the record ownership percentage (unsecured promissory notes or notes secured by interests in the other Person or the assets of the other Person are not sufficient to constitute capital contributions); and

(c) actively and continuously devotes expertise to the operations of the other Person relevant to the other Person’s Commercially Useful Function of a quality and quantity proportionate to the record ownership interest.

“**Person**” shall have the meaning set forth in the DDA, which meaning is, as of the date of adoption of these SBE Procedures: one or more persons or corporations, partnerships, trusts, limited liability companies, limited liability partnerships or other entities.

“**Professional Services**” means architectural, engineering, or other professional design (but not including design-build) of the Construction Work (or a portion thereof).

“**Professional Services Contract**” means an agreement between Developer or Vertical Developer and a Consultant or between a Consultant or Subconsultant and a Subconsultant for Professional Services.

“**San Francisco-based Small Business Enterprise**” or “**San Francisco-based SBE**” means a Small Business Enterprise that: (a) has an Office located within the geographical boundaries of the City that is appropriately equipped for the type of business for which the

enterprises seeks recognition as an SBE; (b) is listed in the Permits and License Tax Paid File with a business street address located within the geographical boundaries of the City; (c) possesses a current Business Tax Registration Certificate at the date of determination; and (d) has been located and doing business within the geographical boundaries of the City for at least six (6) months preceding the date of determination.

“**SBE List**” means a list of SBEs maintained and made available to the Covered Person by CMD, the Mayor’s Office of Economic and Workforce Development, the Authority, OCII, or such other or additional lists that are Approved by the Authority from time to time.

“**Small Business Enterprise**” or “**SBE**” means a Person that is: (i) certified by CMD as a LBE, Small-LBE or Micro-LBE in accordance with Chapter 14.B; (ii) recognized as a Small Business Enterprise or Disadvantaged Business Enterprise by OCII; (iii) recognized as an SBE by the Authority in accordance with Section VI.A; or (iv) a TIHDI member organization or wholly owned by a TIHDI member organization.

“**Subconsultant**” means a Person that performs Professional Services directly or indirectly for a Consultant (i.e., at any tier) under a Professional Services Contract.

“**Subcontractor**” means a Person that performs Construction Work directly or indirectly for a Contractor (i.e., at any tier) under a Subcontractor Contract.

“**Subcontractor Contract**” means an agreement between Contractor or a Subcontractor and a Subcontractor for performance of Construction Work.

IV. SBE GOALS

A. SBE Goals. As set forth in section 3.2 of the Jobs EOP, it is a stated goal of the Authority and the City to support small, locally-owned and disadvantaged businesses and contractors. The following participation goals (the “**SBE Goals**”) are set for Construction Work:

1. forty one percent (41%) of the total dollar value of Contractor Contracts and Subcontractor Contracts shall be performed by qualified SBE Contractors and Subcontractors. The total dollar value of Contractor Contracts shall be net of the total dollar value of all Subcontractor Contracts (i.e., no double counting).

2. thirty eight percent (38%) of the total dollar value of the Professional Service Contracts shall be performed by qualified SBE Consultants and Subconsultants. The total dollar value of Professional Service Contracts shall be net of the total dollar value of all Subconsultant Contracts (i.e., no double counting).

B. Only SBEs. Only Persons meeting the definition of an SBE under these SBE Procedures as of the date that the applicable Covered Contract was executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals; provided, however, that if as of such date a Person has submitted materials to the Authority for recognition as an SBE in accordance with Section VI.A and such Person is thereafter so

recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals.

C. SBE Goals Cumulative. Meeting the SBE Goals may be challenging for particular aspects of the Construction Work and thus the SBE Goals are cumulative, rather than individual by Covered Contract or Covered Person. But Developer and Vertical Developer shall consider the cumulative goals from the start of any Covered Work and plan accordingly in good faith to meet the SBE Goals throughout the applicable Covered Work.

D. Subject to Availability. The ability to meet the SBE Goals will depend, in part, on the availability of qualified SBE Bidders who 1) are capable of providing the Covered Work; and 2) submit Bids that are commercially reasonable and meet or exceed the Bid specifications. Nothing in these SBE Procedures shall be interpreted to require a contract being awarded to a Person without the capacity to perform the scope of work under the contract.

V. BID REQUIREMENTS

A. Supporting Information. Each SBE Bidder shall include with their Bid evidence of their then-current status as an SBE and an attestation to the truth and accuracy thereof. Such information may include, as applicable: a letter from TIHDI indicating that the Bidder is a TIHDI member organization or wholly owned by a TIHDI member organization; a document from CMD, OCII or the Authority certifying or recognizing such Person as an SBE; or, for a Non-San Francisco-based SBE or other Person requesting to be recognized by the Authority as an SBE, information regarding its Gross Annual Receipts and other information necessary to satisfy the requirements set forth in Exhibit 1. A Non-San Francisco-based SBE or other Person requesting to be recognized by the Authority as an SBE may submit their request to the Authority prior to, contemporaneously with or following their submission of a Bid and/or the Covered Person may forward any materials included in a Bid to the Authority for consideration, in any case in accordance with Section VI.A.

B. Intention to Comply. Each Bidder shall be required to include with its Bid an affidavit acknowledging its intention to comply fully with the applicable provisions of these SBE Procedures and representing and warranting as to the truth and accuracy of all information submitted with respect to its SBE status (including any submissions regarding income qualifications).

C. First Consideration. In connection with any Bid, first consideration will be given in awarding Covered Contracts in the following order: 1) San Francisco-based SBEs and 2) all other SBEs. Non San Francisco-based SBEs should be used to meet the SBE Goals only if San Francisco-based SBEs are not available or qualified as generally described in Section IV.D.

D. Good Faith Efforts. In formulating Bids, Developer, Vertical Developer and other Covered Persons will in good faith identify and select contracting opportunities to solicit and obtain Bids from a broad range of SBEs and, where appropriate, they will divide the work in order to encourage maximum SBE participation or, alternatively, encourage SBEs to Joint Venture or Association. Covered Persons shall use good faith efforts to solicit and obtain Bids

from a broad range of SBEs for Covered Contracts by undertaking the following with respect to solicitations for Bids for Covered Contracts:

1. Identification of SBE Tasks. Identify specific items of the Covered Work that may be properly performed by SBEs.

2. Advertise. Advertise the contracting opportunity for SBEs in trade association publications and local business media, providing the contracting opportunity to the Authority for posting on the Authority's website or other centralized City website and posting the contracting opportunity in another accessible location, all when the contracting opportunity becomes available but in no event less than fifteen (15) days before the date that Bids can first be submitted. The advertisement must include information where potential Bidders may obtain adequate information about the plans, specifications, and requirements for the work. Notwithstanding the foregoing, for Covered Contracts with an estimated total dollar value equal to less than the Minimum Competitive Amount, the Covered Person is not required to advertise.

3. Direct Contacts. With respect to Subcontractor Contracts, when the contracting opportunity becomes available and prior to convening a pre-Bid meeting but in no event less than fifteen (15) days before the date that Bids can be submitted, contact SBEs on the SBE Lists that are designated for the applicable trade to encourage such SBEs to Bid.

4. Convene Pre-Bid Meetings. Encourage SBEs to attend, and send written invitations to potential SBE candidates, for any pre-Bid meetings that are held to inform potential Bidders of contracting opportunities and to answer questions about the process and the specifications and requirements for the Bid. Representatives of the Authority will also have the right to participate.

5. Outreach and Other Assistance. a) Provide SBEs with plans, specifications and requirements for all or part of the project; b) contact SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs; c) contact SBEs that have notified the Covered Person or the Authority (and the Authority has notified the Covered Person of same) of their interest in submitting a Bid; d) use the services of community and contractors' groups to assist in the recruitment of SBEs for the Covered Contract; and e) consult with the Authority to identify SBEs that have expertise in areas needed.

6. Not Unjustifiably Reject SBE Bids. Not unjustifiably reject Bids from SBEs, and negotiate in good faith with selected SBE Bidders.

7. Tracking. Keep track of the date that each response or Bid was received from any SBE, including the amount Bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the responsible staff person or Bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, the Covered Person must be prepared to provide valid reasons(s) for any rejections.

E. Contracts not Subject to Requirements. The following Covered Contracts are

exempt from the requirements set forth in this Section V, but will be considered part of the Covered Work for calculation of SBE participation towards meeting the SBE Goals:

1. General contractors, construction managers, or design-build contractors contracted directly with Developer or Vertical Developer.
2. Professional Services Contracts for which the estimated consideration is ten thousand dollars (\$10,000) or less.
3. Subcontractor Contracts for which the estimated consideration is fifty thousand dollars (\$50,000) or less.
4. Any Covered Contract that, due to an event that the applicable Covered Person reasonably determines constitutes an emergency, requires immediate action in order to avert or mitigate personal injury to persons or significant physical damage to property. The applicable Covered Person shall promptly notify the Authority of any such event.
5. Any Covered Contract to the extent that an SBE has been selected for the applicable Covered Contract (and such SBE demonstrates that it meets the definition of an SBE under these SBE Procedures as of the date that the applicable Covered Contract is executed and delivered).
6. Any Covered Contract to the extent that the Covered Person has met the SBE Goals (and will continue to meet the SBE Goals following execution of the Covered Contract).

For the avoidance of doubt, the exemptions under this Section V.E shall not exempt the applicable Covered Person, when awarding any Covered Contract, from the requirements of these SBE Procedures, including the provisions of Section V.D.

VI. AUTHORITY RECOGNITION AND TECHNICAL ASSISTANCE

A. Recognition of Non-San Francisco-based SBEs and other Persons. The Authority will make the final determination on recognition of a Non-San Francisco-based Small Business Enterprise as an SBE. The Authority may also, in its discretion, determine that any other Person that is not otherwise certified or recognized as an SBE (or a Non-San Francisco-based SBE) is an SBE. In making any such determination, the Authority shall rely on the criteria set forth in Exhibit 1.

B. Requested Information. A Non-San Francisco-based Small Business Enterprise or other Person requesting to be recognized by the Authority as an SBE shall supply the Authority with all reasonably requested information that the Authority deems relevant to making a determination of such status as an SBE. If such information is not supplied within forty five (45) days of it being requested, the Authority may deny SBE recognition to the Non-San Francisco-based Small Business Enterprise or other Person.

C. SBE Recognition Period. When the Authority recognizes an SBE in accordance with these procedures, that recognition shall be valid valid for contract(s)

entered into by the SBE within twelve (12) months of the date of recognition. For contacts beyond that date, the Person will need to request recognition per VI.A and Exhibit 1.

D.C. Technical Assistance. As appropriate, Authority staff shall suggest various sources of assistance to SBEs such as U.S. Small Business Administration (“SBA”), U.S. Minority Business Development Agency, San Francisco Renaissance, SCORE (Service Corps of Retired Executives), Urban Solutions, as well as other local community based economic development organizations.

VII. COVERED CONTRACT REQUIREMENTS

A. Compliance with Prompt Payment Statute:

1. Each Contractor Contract 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 in accordance with California Business and Professions Code section 7108.5 *et seq.*”

2. In addition to and not in contradiction of the California Business and Professions Code section 7108.5 *et seq.*, if a dispute arises that would allow the Contractor to withhold payment to a Subcontractor due to a dispute, the Contractor shall only withhold that amount that directly relates to the dispute and shall pay the remaining undisputed amount, if any, in accordance with the payment timeline applicable to undisputed amounts.

B. Incorporation of Jobs EOP. Each Covered Contract shall incorporate the Jobs EOP, require Covered Persons to comply with the provisions of the Jobs EOP and these SBE Procedures to the extent applicable in awarding and administering Covered Contracts and shall provide that the willful failure of any Covered Person to comply with the requirements of the Jobs EOP or these SBE Procedures shall be deemed a material breach of the applicable Covered Contract.

C. Record Keeping. Each Covered Contract shall require all Covered Persons to retain and maintain for two (2) years following completion of the scope of work under the Covered Contract all material records that may be reasonably necessary for monitoring such Covered Person’s compliance with these SBE Procedures, and shall permit the Authority to inspect and audit such records (at the Authority’s expense; provided, if such audit reveals any material failure to comply with these SBE Procedures, then the cost of such audit shall be reimbursed by the Covered Person that failed to comply with these SBE Procedures) on reasonable notice and during regular business hours. Such records shall include:

1. Documentation indicating compliance with the provisions of Section V.D;
2. The dollar amount of the Covered Contract and a statement of the scope of work performed thereunder;
3. Whether the Covered Contract was awarded to an SBE;

4. Copies of all written Bids submitted, including those from SBEs and non-SBEs;
5. If oral Bids were received, a list of all such Bids, including those from SBEs and non-SBEs. The trade/work type and dollar amounts for such Bids must be specified; and
6. A statement of the reasons for selection of the Bidder, including, as applicable, the trade/work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue. If the reason is based on the Bid amounts, the statement must include the amounts and describe similarities and/or dissimilarities in the scope of work covered by the Bids.

D. Backcontracting. Each Subcontract shall prohibit Back Contracting for any purpose inconsistent with the provisions of these SBE Procedures.

VIII. SBE REPORT, SBE PLAN AND SBE FORMS

A. SBE Report. Following the start of any Covered Work by Developer or Vertical Developer, such Person shall provide to the Authority an annual “**SBE Report**”, which SBE Report shall be delivered to the Authority by March 1 of each year; provided, that the Authority shall reasonably extend such due date for a Person that became Developer or Vertical Developer on or after the preceding October 1. The SBE Report shall document the applicable Person’s progress towards meeting the SBE Goals during the preceding calendar year (and cumulatively to date) and any relevant factors to be considered in connection with its satisfaction of the requirements of these SBE Procedures. Such report shall include information regarding the number of Covered Contracts for which Bids were solicited, the dollar value of all Contractor Contracts, Subcontractor Contracts and Professional Services Contracts executed and delivered during the year and the dollar value of each such Covered Contract awarded to SBEs (both cumulatively and the dollar value of Covered Contracts awarded to San Francisco-based SBEs), dollar value of Covered Work performed by SBEs and amounts paid against all Covered Contracts, and consolidated information regarding actions taken in compliance with the provisions of Section V.D (e.g., number of advertisements placed, meetings held, SBEs contacted, etc.).

B. SBE Plan. If the SBE Reports submitted by Developer and Vertical Developers show that SBE participation is more than five (5%) below the SBE Goals (i.e., less than thirty three percent (33%) for Professional Service Contracts and less than thirty six percent (36%) for Contractor Contracts and Subcontractor Contracts, cumulatively to date, then the Authority may require that any Developer or Vertical Developer whose SBE participation was below either such threshold submit a “**SBE Plan**” within ninety (90) days of such request. The SBE Plan shall identify the Covered Work and/or Covered Contracts for which Bids are anticipated to be solicited by or on behalf of such Person during the current and upcoming calendar years, the Person’s strategy and plan for compliance with the provisions of Section V.D towards meeting the SBE Goals and such Person’s explanation of the reasons for the SBE participation set forth in such Person’s SBE Report.

C. Meeting Regarding SBE Report and/or SBE Plan. Promptly following delivery of a SBE Report and/or a SBE Plan, the submitting Person and the Authority shall conduct a meeting regarding such Person's SBE Report and/or SBE Plan, including in order to provide the Authority with the opportunity to identify areas in which SBE opportunities may be available, to ensure that the SBE Lists contain a sufficient number of qualified SBEs in the applicable trades for anticipated Covered Contracts, to ensure that the Person's SBE Plan is anticipated to be in compliance with the provisions of Section V.D., and to ensure that the Person's activities covered in the SBE Report were in compliance with these SBE Procedures, including the provisions of Section V.D. In addition, if the SBE Report shows deficiencies in meeting the SBE Goals, the Authority and the Person shall identify at such meeting the potential reasons for the realized levels of participation and develop strategies consistent with the requirements of these SBE Procedures for meeting the SBE Goals. In connection with any such meeting, the Authority may request Developer's or Vertical Developer's applicable records in accordance with Section VII.C. If requested by the Authority, the Developer or Vertical Developer shall reasonably modify the SBE Plan in response to the Authority's comments and to document the issues and opportunities identified in the meeting. If requested by the Authority, the submitting Person to convene a meeting for SBEs focusing on opportunities for particular industries, e.g., a meeting with one or more Vertical Developers and San Francisco-based SBE architectural firms. The failure to meet the SBE Goals, the failure of the Authority to determine that the SBE Plan is acceptable or any other dispute under these SBE Procedures shall not, by itself, stop the applicable Person from proceeding with the Covered Work, provided, the foregoing shall not limit the rights and remedies in connection with any arbitration under exhibit B to the Jobs EOP.

D. Consolidation. Any SBE Report and/or SBE Plan may be provided, on a consolidated basis, for any Affiliated Persons (e.g., Developer and its Vertical Developer Affiliates, Affiliated Vertical Developers, etc.); provided that all required information shall be provided with respect to each Developer and Vertical Developer, regardless of whether it is provided on a consolidated on unconsolidated basis.

E. SBE Forms. Forms applicable to Professional Services Contracts are attached as Exhibit 2 and forms applicable to Contractor Contracts and Subcontractors Contracts are attached as Exhibit 3. Covered Persons shall use these forms, in substantially the form attached, in the Bid Process. The Authority and Developer or Vertical Developer may from time to time Approve new forms or changes to these forms (including amendments, restatements, supplements or reductions to any then-current forms) to be used for SBE recognition by the Authority, to be attached to Bids to implement these SBE Procedures and/or to be used by Developer and/or Vertical for SBE Reports and SBE Plans, in any case consistent with these SBE Procedures, the DDA, Vertical DDA and LDDA, and the Jobs EOP.

IX. MISCELLANEOUS

A. Interpretation. These SBE Procedures shall be interpreted and construed as if fully set forth in the Jobs EOP.

B. Conflicts. To the extent of any conflict between these SBE Procedures and the Jobs EOP, the Jobs EOP shall control. For contracts that involve the use of any funds furnished,

given loaned or otherwise provided by the Government of the United States or the State of California, all laws, rules, regulations and requirements of the Government of the United States or the State of California relative to the use of such funds shall prevail over the requirements of these SBE Procedures if and to the extent such federal or state laws, rules, regulations and requirements are in direct conflict with these SBE Procedures and both cannot both be adhered to. All such laws, rules, regulations and requirements shall be interpreted, to the greatest extent possible, not to conflict with these SBE Procedures. In the event of any such unavoidable conflict that results in a Covered Person not being able to comply with these SBE Procedures, the Covered Person shall promptly notify the Authority together with the basis of the conflict and supporting documentation.

C. Waivers. Any of these SBE Procedures may be waived by the Authority following request of a Covered Person if the Authority reasonably determines for good cause shown by such Covered Person that a specific requirement is not relevant to the particular situation, would cause undue hardship, or that an alternative approach would better meet the goals of the Jobs EOP.

D. Severability. The provisions of these SBE Procedures are declared to be separate and severable. The invalidity or unenforceability of one or more provisions of these SBE Procedures shall in no way affect the validity of the remainder.

E. Breaches; Disputes. The Authority shall have all rights and remedies under the Jobs EOP in the event of a material breach of these SBE Procedures. Disputes regarding these SBE Procedures between the Authority, on the one hand, and one or more Covered Persons, on the other hand, are subject to and shall be handled in the manner set forth in section 11 and exhibit B of the Jobs EOP. The Authority Director may review a Bid process or a Covered Contract to determine whether: (1) a SBE Bidder or potential SBE Bidder has filed a complaint of discrimination; (2) there is a significant difference between the percentages of SBEs available to perform Covered Work and the percentages of SBEs selected to perform that Covered Work; or (3) other facts and circumstances reasonably suggest that further inquiry is warranted. The Authority Director, in his or her sole discretion, shall determine whether and when to investigate the conduct of a Covered Person. Any such investigation may be conducted under the procedures in Chapter 14.B.17 (but not including any remedies or sanctions thereunder). Nothing in these SBE Procedures shall be deemed to limit the remedies that the applicable Covered Person may obtain from another Covered Person for failure to comply with these SBE Procedures pursuant to the applicable Covered Contract between such Covered Persons.

F. Actions by Authority Director. Unless otherwise expressly provided in these SBE Procedures or the Jobs EOP, approvals, consents or other actions by the Authority will be given by the Authority Director.

EXHIBIT 1

CRITERIA FOR RECOGNITION OF NON-SAN FRANCISCO-BASED SBEs AND OTHER PERSONS

A. Gross Annual Receipts Test. The Person must have average Gross Annual Receipts shown on its three most recent tax returns or, if the Person has not been in business for **five (5)** ~~three (3)~~ years, has average Gross Annual Receipts over the number of weeks the Person has been in business multiplied by fifty-two (52), that do not exceed the following thresholds:

1. **Five million dollars (\$5,000,000)** ~~Two million five hundred thousand dollars (\$2,500,000)~~ for a Person that will provide Professional Services under a Professional Services Contract.

2. **Twenty-four** million dollars (~~\$240,000,000~~) for a Person that will provide Construction Work under a Contractor Contract or a Subcontractor Contract.

The above thresholds shall increase in accordance with any increases in the limits in Chapter 14.B.

B. Certain Requirements.

1. The Person must be continuously in operation.
2. The Person must perform a Commercially Useful Function.
3. The Person must possess a current San Francisco Business Tax Registration Certificate.
4. The Person must be Owned and Controlled by Persons who reside in the United States or its territories.
5. The Person must not be Owned or Controlled in part or in whole by a full time TIDA, OCII or other City employee.

C. Joint Venture. In order for a Joint Venture or an Association to be recognized as an SBE, the SBE component must perform at least thirty five percent (35%) of the task to be performed by Joint Venture or Association [and receive at least 35% of the funds to be paid to the Joint Venture or Association]. Fill out and submit Form 5 – Joint Venture/Associations Form, Exhibit 2 for Professional Service or Exhibit 3 for Contractor Service to the Authority for review and approval.

Subcontracting. The Authority will not recognize a Subcontractor or a Subconsultant as an SBE if it sub-contracts more than fifty percent (50%) of the amount of its Covered Contract to non-SBEs.

Independence. An eligible SBE shall be an independent Person. In determining whether a Person is independent, the Authority shall examine the adequacy of the Person's

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
As Amended April 13, 2022
EXHIBIT 1**

resources for the scope of work under a proposed contract, its financial independence, the extent of its equipment leasing, its relationships with non-SBEs, and whether the Person:

is known in the industry or trade to be operated by a non-SBE;

is operated in tandem with a non-SBE;

has multiple licenses, some of which are affiliated with non-SBEs;

itself owns the equipment or trucks that are to be used on the job;

is listed in the telephone book, preferably in the Yellow Pages, under the class for which it is seeking Authority recognition;

is financially and operationally independent from, and operates at arm's length to, any other business; and

maintains a permanent office separate from that of its sources of vehicles, subcontractors, the general contractor or from any joint venturer(s) or association (s).

Discretion of Owner. An SBE shall not have any formal or informal restrictions that limit the customary discretion of the owner. The owner should have the authority to perform all of the below functions:

manage either the marketing or production aspects of the Person;

be authorized to sign on all bank accounts, to draw against letters of credit, and to secure surety bonds and insurance; and

control the profit sharing, pensions or stock option plans.

License Qualification: At least one owner of the Person shall have valid licenses or other relevant trade or professional certifications appropriate for the type of business. A Person that owns or is employed by a non-SBE and who is used to qualify a professional business as an SBE does not meet the Authority's SBE requirements of having management and control of the business. Likewise, a Person that owns or is employed by a non-SBE and who is used to qualify a construction business who is not the Qualifying Partner, Responsible Managing Employee or Responsible Managing Officer cannot meet the Authority's SBE requirements of having management and control of the business. An owner who is recognized by the Authority for one profession, e.g., electrical engineering, cannot attribute that recognition to another profession, e.g., mechanical engineering, unless he or she is registered for more than one professional license. By extension a recognized SBE plumbing business must also be recognized to perform electrical work to be an eligible SBE electrical contractor. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
As Amended April 13, 2022
EXHIBIT 1**

Change in Ownership. A change in ownership of a Person will be carefully scrutinized. The following factors shall be considered:

The reason of the timing of the change in ownership of the business relative to the time that Bids are solicited;

Whether the interest of a non-disadvantaged Person conflicts with the ownership and control requirements of these SBE Procedures.

Whether an employee-owner who had previous or continuing employee-employer relationship between or among present owners has management responsibilities and capabilities.

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

As Amended April 13, 2022

EXHIBIT 2

Professional Services

FORM 1: COMPLIANCE AFFIDAVIT

This Compliance Affidavit is to be included with any Bid submitted for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the “SBE Procedures”). Capitalized terms used but not defined in this Compliance Affidavit have the meanings ascribed to them in the SBE Procedures.

1. The undersigned Bidder hereby acknowledges its intention to comply fully with the applicable provisions of the SBE Procedures.
2. The undersigned Bidder hereby represents that it has or will secure San Francisco Business Tax Registration.
3. The undersigned Bidder hereby represents and warrants that the information contained in this Bid with respect to the SBE status of the undersigned Bidder is true and accurate in all material respects.

Signature of Owner/Authorized

Representative:

Owner/Authorized Representative (Print)

Name of Bidder (Print)

Title and Position

Address, City, ZIP

Federal Employer Identification Number (FEIN):

Date:

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
As Amended April 13, 2022
EXHIBIT 2
*Professional Services***

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

As Amended April 13, 2022

EXHIBIT 2

Professional Services

FORM 2: CONTRACT PARTICIPATION FORM

This Contract Participation Form is to be included with any Bid submitted by a Bidder for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the “SBE Procedures”). Capitalized terms used but not defined in this Contract Participation Form have the meanings ascribed to them in the SBE Procedures.

Please list all anticipated Subconsultants that you anticipate will assist in performance of the Professional Services Contract, if any. Failure to submit this form with your Bid may result in your Bid being deemed non-responsive and rejected. As set forth in the SBE Procedures, only Persons meeting the definition of an SBE under the SBE Procedures as of the date that the applicable Covered Contract is executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. However, if as of such date you or your Subconsultants have submitted materials to the Authority for recognition as an SBE in accordance with the SBE Procedures and such Person is thereafter so recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. Thus, if you or your Subconsultants are qualified as an SBE under the SBE Procedures but have not been so recognized or certified, please submit qualifying materials in the manner described in the SBE Procedures.

Prime Contract:			
Firm:			
Contact Person:			
E-mail:		SBE Goal %	
Address:			
City/ZIP			
Phone/Fax			

* Type: Identify if prime (P), JV partner (J)/Association partner (A), or Subconsultant (S)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE SFSBE ** YES/NO	INDICATE SBE *** YES/NO	Identify SBE Certification ****	% OF SBE SUBWORK
			%				%
			%				%
			%				%
			%				%
Total % of Work:			100%	Total SBE Subconsulting %			%

The undersigned Bidder hereby represents and warrants that the foregoing information is true and accurate in all material respects.

Owner/Authorized Representative (Signature): _____

Date: _____

Print Name and Title: _____

** San Francisco-based Small Business Enterprise; *** SBE under SBE Procedures; **** Non-San Francisco-based Small Business Enterprise seeking recognition under SBE Procedures should indicate the jurisdiction of certification and submit qualifying materials in the manner described in the SBE Procedures.

Amended 04.13.2022

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)

As Amended April 13, 2022

EXHIBIT 2

Professional Services

Prime Proposer, Joint Venture/Association Partners and Subconsultant Information

Provide information for each firm listed in Section 1 of this form. Firms that have previously worked on City contracts may already have a vendor number. Use additional sheets if necessary.

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

FIRM NAME: _____	VENDOR #: _____
ADDRESS: _____	FEDERAL ID #: _____
CITY, ST, ZIP: _____	PHONE _____ FAX: _____
SERVICE: _____	_____

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2
Professional Services**

FORM 3: SBE GOAL MEASUREMENT

This SBE Goal Measurement is to be provided by a Consultant or Subconsultant with its monthly progress payment request and upon final payment for the applicable Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the “SBE Procedures”). Capitalized terms used but not defined in this SBE Goal Measurement have the meanings ascribed to them in the SBE Procedures.

For column “A”, list the prime Consultant, each joint venture/associate partner and ALL Subconsultants including 2nd and 3rd tier Subconsultants. Make copies if more space is needed. Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this form. Information related to the Covered Contract must be retained and provided to the Authority in accordance with Section VII.C of the SBE Procedures.

Identify SBE Goal of this contract: _____ %

A	B	C	D	E	F	G	H
Name of Firm. List prime Consultant, including each JV/Association partner, and all Subconsultants. Indicate if the firm is an SBE.	Service Performed	Dollar Value of Covered Contract at Time of Award	Amount of Modifications to Date	Total Amount of Covered Contract to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
SBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%

FORM 4: EXIT REPORT

This Exit Report is to be provided by a Consultant to Developer or Vertical Developer with the final payment request for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Exit Report have the meanings ascribed to them in the SBE Procedures.

Consultant must complete Sections 1 and 4 for each SBE Subconsultant and all SBEs must complete and sign Sections 2 and 3 of this form at that time.

TRANSMITTAL

TO: [Developer/Vertical
Developer]

COPY:

FROM (Consultant):

**Date
Transmitted:**

Please check this box if there are no SBE Subconsultants for this Covered Contract:

Reporting

Contract Name:

Date:

**Name of
SBE:**

**Portion of Work
(Trade):**

**Original Dollar Value of SBE Covered
Contract:**

\$

**Dollar Value of SBE Change Orders,
Amendments, Modifications to SBE
Covered Contract**

\$

**Final Dollar Value of SBE Covered
Contract:**

\$

**Dollar Value of Progress Payments Paid
to Date:**

\$

**Remaining Dollar Value including all Change Orders,
Amendments and Modifications**

\$

Please check one:

I did NOT subcontract out ANY portion of our work to a Subconsultant.

I DID subcontract out our work to:

**Name of
Subconsultant
:**

**Amount
Subcontracted: \$**

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 2
Professional Services

Name of Subconsultant : _____ Amount Subcontracted: \$ _____

To be signed by the SBE Subconsultant:

I agree I disagree

Explanation by SBE if it is in disagreement with the above explanation, or with the information on this form. SBE must complete this section within 5 business days after it has received it from the Consultant. It is the SBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the SBE fails to submit the form within 5 business days, the Consultant will note this on the form and submit the form as is with the final progress payment:

**Owner/Authorized Representative
(Signature)**

Name and Title (Print)

Firm Name

Telephone

Date

If this form is submitted without the SBE's signature, the Consultant must enclose verification of delivery of this form to the Subconsultant.

The undersigned Consultant hereby represents and warrants that the information contained in Section 1 of this form is complete and that the tabulated amounts paid to date are accurate and correct, in each case in all material respects.

**Owner/Authorized Representative
(Signature)**

Name and Title (Print)

Consultant

Telephone

Date

FORM 5: JOINT VENTURE/ASSOCIATION FORM

This Joint Venture/Association Form is to be included with any Bid where the Bidder proposes a Joint Venture partnership with a SBE for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Joint Venture Form have the meanings ascribed to them in the SBE Procedures.

The Joint Venture/ Associate partners must submit a joint venture /association agreement and management plan with the Bid. All work must be accounted for, including Subconsulting work.

SECTION 1. GENERAL INFORMATION

Name of Contract or Project::

Name of all JV/ Associate partners: (Check SBE if applicable)

	SBE	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Attach a copy of Joint Venture/ Association Agreement and Management plans.

The management plan must include the following information:

Describe in detail how decisions will be made for work distribution and compliance of SBE Joint Venture /Association participation.

Provide each Joint Venture/Association partner's specific duties and responsibilities (include organizational chart)

Identify the location of Joint Venture/Association Office.

Provide in detail how decision will be made for work distribution to SBE Subconsultants.

Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

Calculation of the Joint Venture/Association

If the joint venture/association partners are dividing the work according to a different formula than that described below, please contact Authority staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture/association partners are encouraged to meet with the Authority regarding their joint venture prior to submitting their Bid.

Step 1. Calculate total JV /Association partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV/ Association partner tasks	=	%

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

EXHIBIT 2

Professional Services

Step 2. Calculate SBE JV/Association partner tasks:

	A	B	C
Description of JV /Association partner Scopes of Work (Specific details of work)	JV/Association Partners' Work as a % of the total Covered	% of Task by Non-SBE JV/ Association Partner	% of Task by SBE JV/ Association Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV/Association %	%	%	%

Step 3. Calculate SBE JV partner work as a percentage of the total JV/Association partner work.

Total JV /Association Partner %		÷	Total JV /Association%		=	%
--	--	---	-------------------------------	--	---	----------

JOINT VENTURE/ASSOCIATION PARTNERS MUST SIGN THIS FORM

_____ Owner/Authorized Representative (Signature)		_____ Owner/Authorized Representative (Signature)	
_____ Name and Title (Print)		_____ Name and Title (Print)	
_____ Firm Name		_____ Firm Name	
_____ Telephone	_____ Date	_____ Telephone	_____ Date

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

EXHIBIT 3

Construction Work

FORM 1: COMPLIANCE AFFIDAVIT

This Compliance Affidavit is to be included with any Bid submitted for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Compliance Affidavit have the meanings ascribed to them in the SBE Procedures.

1. The undersigned Bidder hereby acknowledges its intention to comply fully with the applicable provisions of the SBE Procedures.
2. The undersigned Bidder hereby represents that it has or will secure San Francisco Business Tax Registration.
3. The undersigned Bidder hereby represents and warrants that the information contained in this Bid with respect to the SBE status of the undersigned Bidder is true and accurate in all material respects.

Signature of Owner/Authorized Representative:

Owner/Authorized Representative (Print)

Name of Bidder (Print)

Title and Position

Address, City, ZIP

Federal Employer Identification Number (FEIN):

Date:

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
*Construction Work***

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

**EXHIBIT 3
Construction Work**

FORM 2: CONTRACT PARTICIPATION FORM

This Contract Participation Form is to be included with any Bid submitted by a Bidder for a Subcontractor Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the “SBE Procedures”). Capitalized terms used but not defined in this Contract Participation Form have the meanings ascribed to them in the SBE Procedures.

Please list all anticipated Subcontractors that you anticipate will assist in performance of the Subcontractor Contract, if any. Failure to submit this form with your Bid may result in your Bid being deemed non-responsive and rejected. As set forth in the SBE Procedures, only Persons meeting the definition of an SBE under the SBE Procedures as of the date that the applicable Covered Contract is executed and delivered will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. However, if as of such date you or your Subcontractors have submitted materials to the Authority for recognition as an SBE in accordance with the SBE Procedures and such Person is thereafter so recognized, such Person will be counted as an SBE for calculation of SBE participation towards meeting the SBE Goals. Thus, if you or your Subcontractors are qualified as an SBE under the SBE Procedures but have not been so recognized or certified, please submit qualifying materials in the manner described in the SBE Procedures.

Prime Contract:			
Firm:			
Contact Person:			
E-mail:		SBE Goal %	
Address:			
City/ZIP			
Phone/Fax			

*** Type: Identify if prime (P), JV partner (J)/Association partner (A), or Subcontractors (S)**

TYPE	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WOR K	INDICATE SFSBE ** YES/NO	INDICATE SBE *** YES/NO	Identify SBE Certification ****	% OF SBE SUBWORK
			%				%
			%				%
			%				%
			%				%
Total % of Work:			100%	Total SBE Subcontracting %			%

The undersigned Bidder hereby represents and warrants that the foregoing information is true and accurate in all material respects.

Owner/Authorized Representative (Signature): _____ **Date:** _____

Print Name and Title: _____

** San Francisco-based Small Business Enterprise; *** SBE under SBE Procedures; **** Non-San Francisco-based Small Business Enterprise seeking recognition under SBE Procedures should indicate the jurisdiction of certification and submit qualifying materials in the manner described in the SBE Procedures.

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)

EXHIBIT 3

Construction Work

Prime Proposer, Joint Venture/Association Partners and Subcontractors Information

Provide information for each firm listed in Section 1 of this form. Firms that have previously worked on City contracts may already have a vendor number. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)
EXHIBIT 3
*Construction Work***

FORM 3: SBE GOAL MEASUREMENT

This SBE Goal Measurement is to be provided by a Contractor or Subcontractor with its monthly progress payment request and upon final payment for the applicable Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the “SBE Procedures”). Capitalized terms used but not defined in this SBE Goal Measurement have the meanings ascribed to them in the SBE Procedures. **For column “A”, list the prime Contractor, each joint venture/associate partner and ALL Subcontractors including 2nd and 3rd tier Subcontractors. Make copies if more space is needed.** Contractor must retain copies of all the prime and Subcontractor invoices supporting the information tabulated for this form. Information related to the Covered Contract must be retained and provided to the Authority in accordance with Section VII.C of the SBE Procedures.

Identify SBE Goal of this contract: _____ %

A	B	C	D	E	F	G	H
Name of Firm. List Contractor, including each JV/Association partner, and all Subcontractors. Indicate if the firm is an SBE.	Service Performed	Dollar Value of Covered Contract at Time of Award	Amount of Modifications to Date	Total Amount of Covered Contract to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
SBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%

SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)

EXHIBIT 3

Construction Work

FORM 4: EXIT REPORT

This Exit Report is to be provided by a Contractor to Developer or Vertical Developer with the final payment request for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Exit Report have the meanings ascribed to them in the SBE Procedures.

Contractor must complete Sections 1 and 4 for each SBE Subcontractor and all SBEs must complete and sign Sections 2 and 3 of this form at that time.

TRANSMITTAL

TO: [Developer/Vertical Developer] _____

COPY: _____

FROM (Contractor): _____

Date Transmitted: _____

SECTION 1: Please check this box if there are no SBE Subcontractors for this Covered Contract:

Reporting Date: _____

Contract Name: _____

Name of SBE: _____

Portion of Work (Trade): _____

Original Dollar Value of SBE Covered Contract:

\$ _____

**Dollar Value of Change Orders, Amendments,
Modifications to SBE Covered Contract**

\$ _____

Final Dollar Value of SBE Covered Contract:

\$ _____

Dollar Value of Progress Payments Paid to Date:

\$ _____

**Remaining Dollar Value of all Change Orders, Amendments and
Modifications**

\$ _____

Please check one:

I did NOT subcontract out ANY portion of our work to a Subcontractor.

I DID subcontract out our work to:

Name of Subcontractor: _____ **Amount Subcontracted:** \$ _____

Name of Subcontractor: _____ **Amount Subcontracted:** \$ _____

To be signed by the SBE Subcontractor:

I agree I disagree

Explanation by SBE if it is in disagreement with the above explanation, or with the information on this form. SBE must complete this section within 5 business days after it has received it from the Contractor. It is the SBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the SBE fails to submit the form within 5 business days, the Contractor will note this on the form and submit the form as is with the final progress payment:

--

_____ Owner/Authorized Representative (Signature)	_____ Name and Title (Print)
_____ Firm Name	_____ Telephone Date

If this form is submitted without the SBE's signature, the Contractor must enclose verification of delivery of this form to the Subcontractor.

The undersigned Contractor hereby represents and warrants that **the information contained in Section 1 of this form is complete and that the tabulated amounts paid to date are accurate and correct, in each case in all material respects.**

_____ Owner/Authorized Representative (Signature)	
_____ Name and Title (Print)	
_____ Contractor	
_____ Telephone	_____ Date

FORM 5: JOINT VENTURE/ASSOCIATIONFORM

This Joint Venture/Association Form is to be included with any Bid where the Bidder proposes a Joint Venture/Association partnership with a SBE for a Covered Contract under the Small Business Enterprise Procedures (Treasure Island/Yerba Buena Island) (as amended, the "SBE Procedures"). Capitalized terms used but not defined in this Joint Venture/Association Form have the meanings ascribed to them in the SBE Procedures.

The Joint Venture/Association partners must submit a joint venture/association agreement and management plan with the Bid. All work must be accounted for, including work under a Subcontract.

SECTION 1: GENERAL INFORMATION

Name of Contract or Project::

Name of all JV/Association partners: (Check SBE if applicable)

	SBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Attach a copy of Joint Venture/Association Agreement and Management plans.

The management plan must include the following information:

Describe in detail how decisions will be made for work distribution and compliance of SBE Joint Venture/Association participation.

Provide each Joint Venture/Association partner's specific duties and responsibilities (include organizational chart)

Identify the location of Joint Venture/Association Office.

Provide in detail how decision will be made for work distribution to SBE Subcontractors.

Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

Calculation of the Joint Venture/Association

If the joint venture/associate partners are dividing the work according to a different formula than that described below, please contact Authority staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture/Associationpartnersare encouraged to meet with the Authority regarding their joint venture prior to submitting their Bid.

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

EXHIBIT 3

Construction Work

Step 1. Calculate total JV/Association partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subcontractors	-	%
Percentage of JV/Association partner tasks	=	%

**SMALL BUSINESS ENTERPRISE PROCEDURES
(TREASURE ISLAND/YERBA BUENA ISLAND)**

EXHIBIT 3

Construction Work

Step 2. Calculate SBE JV/Association partner tasks:

	A	B	C
Description of JV/Association partner Scopes of Work (Specific details of work)	JV/Association Partners' Work as a % of the total Covered	% of Task by Non-SBE JV/Association Partner	% of Task by SBE JV/Association Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV/Association %	%	%	%

Step 3. Calculate SBE JV/Association partner work as a percentage of the total JV/Association partner work.

Total JV/Association Partner %		÷	Total JV/Association %		=	%
---------------------------------------	--	---	-------------------------------	--	---	---

JOINT VENTURE/ASSOCIATION PARTNERS MUST SIGN THIS FORM

_____		_____	
Owner/Authorized Representative (Signature)		Owner/Authorized Representative (Signature)	
_____		_____	
Name and Title (Print)		Name and Title (Print)	
_____		_____	
Firm Name		Firm Name	
_____		_____	
Telephone	Date	Telephone	Date

1 [Revising Small Business Enterprise Procedures.]

2 **Resolution Authorizing an Amendment to the Small Business Enterprise**
3 **Procedures – Treasure Island/Yerba Buena Island to Add a Provision Limiting the**
4 **Period of SBE Recognition and Update Gross Annual Receipt Thresholds**

5 **WHEREAS**, On June 7, 2011, the San Francisco Board of Supervisors approved a
6 Disposition and Development Agreement (“DDA”) by and between Treasure Island
7 Community Development, LLC (“TICD”) and TIDA; and,

8 **WHEREAS**, The DDA became effective on July 14, 2011; and,

9 **WHEREAS**, The Jobs and Equal Opportunity Program (“Jobs EOP”) is an exhibit to the
10 DDA; and,

11 **WHEREAS**, Section 3 of the Jobs EOP established policies and participation goals for
12 Small Business Enterprises (“SBEs”) in design and construction contracting by TICD, Vertical
13 Developers, and Construction Contractors engaged in the development of Treasure Island;
14 and

15 **WHEREAS**, Per Section 3.3 of the Jobs EOP, TIDA would establish reporting,
16 monitoring and other procedures for satisfaction of the SBE participation goals; and

17 **WHEREAS**, On January 8, 2014 the Treasure Island Development Authority Board of
18 Directors (the “Board”) adopted Small Business Enterprise Procedures – Treasure
19 Island/Yerba Buena Island (the “SBE Procedures”) for advertising, contracting, reporting,
20 monitoring, and compliance with the SBE goals and policies of the Jobs EOP in work
21 undertaken by TICD pursuant to the DDA; and

22 **WHEREAS**, The SBE Procedures provide that TIDA may recognize Small Businesses
23 not located in San Francisco for the purposes of contracting under the Procedures on the
24 same Gross Annual Receipt Tax thresholds established under San Francisco Administrative
25 Code Section 14.B; and

1 **WHEREAS**, At its July 13, 2016 meeting the Authority Board approved an amendment
2 to the SBE Procedures to update the Gross Receipts Tax Threshold for Construction
3 Contracts consistent with similar changes within San Francisco Administrative Code Section
4 14.B; and

5 **WHEREAS**, The SBE Procedures do not specify a time period after which SBE
6 Recognition by TIDA would lapse or be resubmitted; and

7 **WHEREAS**, On November 2, 2021, the San Francisco Board of Supervisors approved
8 Ordinance 0203-21 amending the San Francisco Administrative Code Section 14.B to
9 increase the Gross Receipts Tax Thresholds for Professional Service Contracts and for
10 Construction Contracts; therefore, be it

11 **RESOLVED**, That the Authority Board hereby authorizes an amendment to the SBE
12 Procedures in substantially the form attached hereto as Exhibit A to include establish a period
13 for SBE recognition and to update the Gross Receipts Tax Threshold for Professional Service
14 Contracts and Construction Contracts consistent with the recent changes in San Francisco
15 Administrative Code Section 14.B; and be it

16 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Treasure
17 Island Director to enter into any additions, amendments or other modifications to the
18 amendment that the Treasure Island Director determines in consultation with the City Attorney
19 are in the best interests of the Authority, that do not materially increase the obligations or
20 liabilities of the Authority, that do not materially reduce the rights of the Authority, and are
21 necessary or advisable to complete the preparation and approval of the amendment, such
22 determination to be conclusively evidenced by the execution and delivery by the Treasure
23 Island Director of the documents and any amendments thereto.

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 13, 2022

Mark Dunlop, Secretary