



TRANSBAY JOINT POWERS AUTHORITY

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
CALIFORNIA DEPARTMENT OF TRANSPORTATION
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO, BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO, MAYOR'S OFFICE
PENINSULA CORRIDOR JOINT POWERS BOARD
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Executive Director: Adam Van de Water

REQUEST FOR QUALIFICATIONS No. 22-05

PROGRAMMING PARTNERS FOR SALESFORCE PARK

Key RFQ Dates

| | | |
|--|-------------------------|--------------|
| RFQ Issued: | February 7, 2022 | |
| Deadline for Submission of Questions: | February 22, 2022 | by 2 p.m. PT |
| Answers to Written Questions Posted: | February 25, 2022 | |
| Applications Due: | March 8, 2022 | by 2 p.m. PT |
| List of pre-qualified respondents published: | Tuesday, March 22, 2022 | |

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ATTACHMENTS

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Attachment 2: Model Agreement for Salesforce Park Programming

Attachment 3: Logistical Salesforce Park Background Information

1 THE OPPORTUNITY

1.1 Summary

The Transbay Joint Powers Authority (TJPA) issues this Request for Qualifications (RFQ) from individuals, groups, organizations and businesses (Respondents) to provide innovative, diverse, active, fun, educational and reliable high-quality programming in Salesforce Park (Park) on a seasonal and/or recurring basis to enhance the public's experience while in the Park.

Through this RFQ, the TJPA intends to create a list of pre-qualified Respondents from which the TJPA may later partner. As the TJPA identifies specific needs for public programs and activities in the Park in the future, the TJPA intends to reach out to some or all of the Respondents on the pre-qualified list regarding their availability and to request specific proposals for programs or activities. The TJPA would then evaluate the submitted proposals for alignment between the applicants' qualifications and the needs/requests of the TJPA, and negotiate key terms of a contract with the selected Respondent (e.g., scope of activity, schedule, financial terms) to provide that specific program or activity. The TJPA's intent is to facilitate numerous activations with this RFQ; accordingly, the TJPA may enter multiple agreements with Respondents at its sole and absolute discretion. While it is the TJPA's goal to provide an opportunity for each pre-qualified Respondent, no Respondent is guaranteed a contract. The TJPA may issue subsequent Requests for Qualifications at future dates to supplement the pre-qualified list and/or fill seasonal needs for public programs and activities.

Entities that were pre-qualified to provide park programming under last year's TJPA RFQ 21-05 (September 1, 2021) automatically remain on the TJPA's bench of pre-qualified park programmers and do not need to respond to this RFQ to remain pre-qualified. Entities that were previously pre-qualified to provide one type of programming (e.g., bird watching) but would also like to be pre-qualified for additional types of programming (e.g., garden tours) must respond to this RFQ with information specific to the new type of proposed programming.

The TJPA's activities and programs in the Park are offered free to the public. The TJPA intends to compensate Respondents on an hourly (time and materials) or lump sum per project basis. Thus, Respondents would not be entitled to charge program participants or collect fees from participants. The TJPA expects the compensation to any one Respondent for a course or program to be less than \$10,000 over the course of a year, depending on the activity and its frequency; exceptional proposals that exceed this amount may, however, be considered.

This RFQ is not seeking proposals for private events or proposals for one-time, larger-scale public events. Inquiries about these types of proposals should be directed to: info@tjpa.org.

1.2 Salesforce Park

The Park, set on the rooftop of the Salesforce Transit Center (425 Mission Street, San Francisco, CA), is an iconic and transformative 5.4-acre park. The Park, which opened in August 2018, is the crown jewel in the bustling and fast-growing East Cut neighborhood of SOMA. The Park is

set four levels above the ground floor and offers both an urban oasis in a garden-like setting and regular activity with a full calendar of daily programming and events. The Park is open to the public and there is no charge to enter. The Park serves as an essential element in the growth of the neighborhood and provides high-quality open space in an area that previously lacked significant opportunities for park development. Park patrons, including transit riders, residents in the neighborhood surrounding the Park and throughout the City, office workers in neighbor towers, and visitors to San Francisco. Park patrons are all ages and represent a variety of backgrounds and experiences. The TJPA intends its Park programs and activities to be reflective of this diversity. Biederman Redevelopment Ventures is the vendor responsible for coordination and delivery of overall programming in the Park, working in concert with the TJPA (the government agency that owns the transit center) and the TJPA's Asset Manager, Lincoln Property Company. The East Cut Community Benefit District (CBD) provides significant funding for Park operations through assessments paid by property owners in the area; a joint committee made up of TJPA and CBD representatives works with and advises the TJPA on Park programs, events, and activities. See Attachment 3 for more detailed logistics information regarding Salesforce Park.

1.3 Park Activities and Programming

Over the past three years, the Park has hosted over twenty regularly scheduled community programs a week, all free and open to the public. The Park's programming is split into two 6-month seasons – May to October (high season) and November to April (low season). The high season involves summer programs and offers a more intense schedule of events to the public. An individual program's schedule typically adheres to one of these seasons or is offered year-round. A typical programming partner will be involved in programming at the Park for a weekly, bi-weekly or monthly program, which can span a few weeks or months, or be a stand-alone series. Programs should be one to three hours in duration and be compatible with limited power availability and offer flexibility with regard to set-up on site.

Programming generally falls into one or more of these categories:

- Arts and Culture
- Children and Families
- Hobbies and Interests
- Fitness and Wellness
- Live Entertainment

Past programs have included activities such as live music (i.e., brass bands, acoustic soloists, 5-piece bands), silent discos, dance lessons (i.e., salsa, swing), cultural dance performances, live theater performances, fitness classes (i.e., tai chi, bootcamp, yoga, stretch, urbankick, meditation), toddler activities, character entertainment, board game meetups, trivia, comedy shows, movie screenings, knitting classes, photography classes, writing workshops, poetry readings, craft classes, temporary art installations, birding and horticulture tours.

TJPA anticipates that program partners may include:

- Museums or other cultural institutions
- Arts curators
- DJ collectives
- Meet-up groups
- Musical performers
- Theatrical performers
- Horticultural experts
- Early childhood educators
- Other performers and educators

The TJPA's goal is to provide a year-round public destination for a diverse demographic. Programs at the Park should engage a wide variety of interests and remove barriers for the public to participate. Children participating in programming must be accompanied by a guardian at all times.

1.4 Transbay Joint Powers Authority

In April 2001, the City and County of San Francisco (City), the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (PCJPB) executed a Joint Exercise of Powers Agreement under California law creating the TJPA. The Joint Exercise of Powers Agreement was amended in November 2017 to include the California High-Speed Rail Authority (CHSRA). The purpose of the TJPA is to design, build, develop, operate, and maintain a new transportation terminal and associated facilities in San Francisco, known as the Transbay Program. The member agencies of the TJPA have granted to the TJPA most of their jointly held powers, including the authority to buy and sell property, enter into contracts, and accept and spend grants of cash and property. The TJPA's management functions include contract oversight, policy direction, financing, and investment supervision.

The TJPA Board of Directors is composed of directors appointed by each of the following agencies:

- Alameda-Contra Costa Transit District
- City and County of San Francisco, Board of Supervisors (2)
- City and County of San Francisco, Mayor's Office
- Peninsula Corridor Joint Powers Board
- San Francisco's Municipal Transportation Agency
- California High-Speed Rail Authority
- California Department of Transportation, Ex Officio (non-voting)

Subject to such supervisory powers as may be given by the Board to the Chair of the Board, and except as otherwise provided in the Bylaws, the TJPA Executive Director generally supervises, directs, and controls the business and the employees of the TJPA. Mr. Adam Van de Water is the TJPA's Executive Director.

The TJPA retained an Asset Manager (Lincoln Property Company) to program, lease, and manage the transit center’s commercial space, oversee a maintenance program for all spaces associated with the transit center, and operate a high-impact digital signage program. The TJPA entered into an agreement with salesforce.com, providing salesforce.com, among other benefits, the right to name the new transit center, the rooftop park, and the amphitheater; these facilities are called the “Salesforce Transit Center,” “Salesforce Park,” and “Salesforce Amphitheater,” respectively.

2 QUALIFICATIONS

Through this RFQ, the TJPA intends to create a list of pre-qualified Respondents to provide a wide-range of diverse and engaging public activities and programs in the Park. Respondents may be individuals, groups, organizations or businesses; the TJPA particularly encourages small and disadvantaged businesses to apply. Qualified applicants must demonstrate sufficient:

- Knowledge, skill, and experience in successfully providing public programs and activities in comparable settings
- Ability to provide engaging programming that meets the diverse interests of the Park patron population; demonstrated understanding of the specific target audience for the programs and activities the Respondent proposes to provide; ability to reach underserved communities
- History of successful outreach and marketing that achieves high levels of engagement in programs and activities offered by the Respondent
- Ability to achieve high levels of community/customer/program participant satisfaction in programs and activities offered by the Respondent

3 APPLICATION REQUIREMENTS AND SUBMITTAL PROCEDURES

Respondents wishing to be considered for pre-qualification must submit a complete Adobe Portable Document Format (PDF) pre-qualification application (Application) via e-mail to RFP@tjpa.org no later than **2:00 p.m. Pacific Time on Tuesday, March 8, 2022.**

Applications that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet all minimum qualifications shall be deemed non-responsive and rejected without consideration.

Applications shall adhere to the format and page limitations described below. Applications shall be submitted in 8½ x 11-inch format; typeface shall be no smaller than 11 point; and margins shall be no less than 1 inch. Elaborate brochures or other presentation materials are not desired and will not be considered in evaluating Applications.

Applications shall be organized in the following sequence:

A. Cover letter (1 page limit)

Submit a cover letter signed by a person authorized to represent the Respondent and to verify the accuracy of the information included in the Application. The letter should

provide an introduction of the Respondent and their interest in providing programming in the Park. The letter must confirm that all information contained in the Application is true, correct, and not misleading. The letter must also confirm that the Respondent has reviewed the entire RFQ, including the mandatory requirements for future contracts with the TJPA, and believes it would be able to satisfy those requirements if selected to provide programming in the Park. If Respondent is a non-profit, registered Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE), the letter should so indicate.

B. Concept for Programming in the Park (2 page limit)

Submit a concept-level narrative of the proposed program or activity in the Park. The description is not considered a final proposal, but instead a summary basis for the TJPA to understand the kind of activation(s) the Respondent is qualified to provide and the feasibility. The section should address the following:

- Concept level description of the proposed program or activity, the category that best describes the programming, and the person or team that would provide the programming (see Section 1.3)
- Target audience for the proposed program, and any anticipated minimum or maximum # of participants that would best suit the programming (if none, so indicate). If the programming is expected to engage a traditionally underserved community, please describe.
- Seasons, days of the week, times of day and program duration that would best suit the programming (if flexible, indicate), amount and type of supplies and equipment involved
- Minimum amount of space that would best suit the programming (if no particular requirements, so indicate) and any necessary equipment the TJPA would be expected to provide or access to utilities (e.g., electricity, water), and indicate desired area of Salesforce Park for the program.
- Benefits to the Park patrons and the community resulting from the proposed programming.
- Provide photos of prior similar events delivered by Respondent, if available.

C. Relevant Experience (2 page limit)

Respondent must have demonstrated experience successfully providing programming of the type conceptually outlined in the Application. Provide a narrative description of Respondent's experience/qualifications to provide programming in the Park. Include specific description of: past programming, # of participants, setting/location, duration, and engagement of underserved community (if applicable). Highlight information demonstrating increased engagement over time, if applicable. Describe feedback received from participants. Ideally the experience will be for a period of not less than one year out of the past three years.

D. References (1 page limit)

Provide references for 2 facility owners where Respondent has provided programming and 2 clients/participants in Respondent’s programming (should be similar to the programming conceptually outlined in this Application). Include name, telephone number, e-mail address, and specific program/activity with dates of engagement. In lieu of references, customer testimonials are satisfactory.

E. Fee (1 page limit)

Provide a fee structure (if any) for the conceptual proposal described in the Application (e.g., hourly rate or lump sum fee to provide the activity). Clearly identify any anticipated out of pocket costs or reimbursable expenses and estimated budget. Identify any assumptions or limiting conditions in the fee structure. Respondent’s description of the fee is not considered a final proposal, but instead a summary basis for the TJPA to assess the feasibility/viability of Respondent’s concept and the basis to negotiate a future agreement.

Respondents may obtain copies of this RFQ by downloading the document from the TJPA website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA > Current Contract Opportunities or by contacting the TJPA by email: RFP@tjpa.org.

4 EVALUATION PROCESS

Through this RFQ, the TJPA intends to create a list of pre-qualified Respondents to provide programming in the Park. The TJPA’s selection committee will review and evaluate Applications. The selection committee will ensure that each Application meets all of the minimum requirements identified in this RFQ. The selection committee will score the Application in accordance with the criteria and methodology described below.

- | | |
|--|-------------------|
| ○ Knowledge, skill and experience | maximum 40 points |
| ○ Meet the needs of Park patrons | maximum 20 points |
| ○ Demonstration of community/customer engagement | maximum 20 points |
| ○ Demonstration of community/customer satisfaction | maximum 20 points |

Applications that meet all of the minimum criteria and receive a score of at least 70 out of 100 points will be added to a list of pre-qualified Respondents for potential future opportunities.

5 STANDARD AGREEMENT PROVISIONS

As the TJPA identifies specific needs for public programs and activities in the Park in the future, the TJPA intends to reach out to some or all of the Respondents on the pre-qualified list regarding their availability and to request specific proposals for programs or activities. The TJPA would then evaluate the submitted proposals for alignment between the applicants’ qualifications and the needs/requests of the TJPA, and negotiate key terms of a contract with the selected Respondent (e.g., scope of activity, schedule, financial terms) to provide that specific program or activity. The TJPA may require an interview or additional information before awarding a service contract.

As a condition of providing a program or activity in the Park, Respondents will be required to enter the TJPA's standard form of agreement and satisfy all of the items below. Respondents do not need to meet these items at the time they pre-qualify. But Respondents will be required to meet these items before providing a program or activity in the Park. Thus, if a Respondent does not believe it will be able to meet all these criteria, it should not submit an Application to pre-qualify:

- **Sign the TJPA's Standard Agreement.** Respondents will be required to sign the TJPA's standard form of agreement. The TJPA does not intend to negotiate new or substantially different terms with Respondents. See Attachment 2 for the Model Agreement for Salesforce Park Programming.
- **Be Insured.** Respondents may be asked to provide insurance coverage for the activities or programs they offer in the Park.
- **Be an Independent Contractor.** Respondents providing programs or activities in the Park are independent contractors; they are not employees of the TJPA. Respondents will be required to submit a W-9 form.

The TJPA is a separate public entity from the City and County of San Francisco ("City"). Respondents should be aware, however, that the City may impose certain requirements on certain entities doing business in the City, which may include the requirement to register as a business and pay business taxes. Respondents are responsible for complying with all applicable state and local laws and regulations.

Other minimum expectations and requirements for Respondents providing programs or activities in the Park include, but are not limited to:

- Deliver programming that is free and open to the public.
- Deliver programming that is available to park patrons on a non-discriminatory basis.
- Allow drop-in attendance without prior notice (up to the program capacity agreed with the TJPA).
- Propose a plan for outreach to the community at large to increase program participation and to increase diversity of attendees.
- Meet with BRV, LPC and TJPA staff to review program deliverables, needs and logistics prior to program start date.
- Follow all Park Rules and Regulations: <https://salesforcetransitcenter.com/wp-content/uploads/2018/07/TJPA-Park-Rules-Adopted-9-7-17.pdf>
- Follow all applicable federal, state, and local law.

6 OTHER PROVISIONS

Beginning on the date this RFQ is issued and made available to prospective Respondents, there will be no communications concerning this RFQ between members of the TJPA Board, TJPA staff, other consultants already engaged by the TJPA or members of the selection committee and prospective Respondents and their employees or agents, except as provided herein. Any violations of the above restriction will result in the immediate disqualification of the Respondent

making said contact from further participation in the Transbay Program. This restriction will end when TJPA publishes the list of pre-qualified Respondents (or cancels the procurement).

Questions about the RFQ may be directed in writing to:

Transbay Joint Powers Authority
425 Mission Street Suite 250
San Francisco, CA 94105
Email: RFP@tjpa.org

All questions received by the time and date noted in the RFQ schedule as the deadline for submission of questions will be responded to in writing.

Respondents are to promptly notify RFP@tjpa.org if Respondent discovers any ambiguity, discrepancy, omission, or other error in this RFQ.

Respondents may telephone the TJPA at (415) 597-4620 before submitting an Application to determine if the Respondent has received all addenda.

The RFQ General Conditions (Attachment 1) supplement the provisions of this RFQ.

7 SCHEDULE AND ADDENDA

See the key RFQ dates listed on the title sheet of this RFQ.

The TJPA may modify this RFQ prior to the date Applications are due by issuing written addenda. Addenda will be posted on the TJPA's website (www.tjpa.org > TJPA > Doing Business with the TJPA > Current Contract Opportunities

8 LEVINE ACT

The Levine Act (Government Code § 84308) is part of the Fair Political Practices Act that applies to elected officials and their alternates who serve on appointed boards, such as the TJPA Board.

The Levine Act prohibits any TJPA Board member (including a Board member's alternate) or officer who has received \$250 or more from an applicant for a contract with the TJPA within the previous twelve months from participating in or influencing the decision on awarding that contract. The Levine Act also requires a Board member or officer of the TJPA who has received such a contribution to disclose the contribution on the record of the proceeding in which a contract is being considered. In addition, TJPA Board members and officers are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the TJPA and for three months following the date a final decision concerning the contract has been made.

Each Respondent must disclose any contributions of \$250 or more that it has made to a TJPA Board member or officer within the twelve-month period preceding the submission of its Application. This requirement applies to the Respondent, as well as to any member firm or individuals on the Respondent’s team, subsidiaries, parent companies, other firms associated with the Respondent and agents of the Respondent. If such a contribution has been made, Respondent must provide to the TJPA’s Executive Director a written statement setting forth the date and amount of said contribution(s). The Executive Director must receive this information at the same time the Application is received.

Members of the [TJPA Board of Directors](#) are:

| | |
|------------------------------------|---------------------------|
| Jeff Gee, Chair | No Alternate |
| Rafael Mandelman, Vice Chair | Tilly Chang, Alternate |
| Elaine Forbes | No Alternate |
| Alicia John-Baptiste | Tilly Chang, Alternate |
| Boris Lipkin | Morgan Galli, Alternate |
| Diane Shaw | Elsa Ortiz, Alternate |
| Jeffrey Tumlin | Gwyneth Borden, Alternate |
| Dina El-Tawansy, <i>Ex Officio</i> | No Alternate |

9 PROTEST PROCEDURES

9.1 Protest Submittal

A protest describing the nature of the disagreement must be submitted in writing to the TJPA no later than five (5) days following notification of proposed list of pre-qualified Respondents.

The letter of protest shall contain a description of the protest and shall be signed and dated. Protests shall be addressed to:

Executive Director
Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105
Email: info@tjpa.org

9.2 Executive Director’s Decision Final

The Executive Director shall inform the protester in writing of the decision, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Executive Director’s letter to the protester shall state that the protester may contact the Executive Director to discuss the response, and the protester has the right to address the TJPA Board. The decision of the Executive Director is final. The protester may seek a remedy in state or federal court, as appropriate, from the final action of the TJPA.

Attachment 1

RFQ/RFP GENERAL CONDITIONS

A. Consultant Offices

Assigned staff must be able to reach TJPA offices in a reasonable amount of time when work is needed. The Transbay Joint Powers Authority (TJPA) will not reimburse the Consultant for the costs of business travel.

B. Errors and Omissions in RFQ/RFP

Respondents are responsible for reviewing all portions of this RFQ/RFP. Respondents are to promptly notify the TJPA Executive Director, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ/RFP. Any such notification should be directed to the Executive Director promptly after discovery, but in no event later than five (5) working days prior to the due date for proposals. Any modifications or clarifications of this RFQ/RFP will be made by addenda as provided below.

C. Objections to RFQ/RFP Terms

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFQ/RFP, the Respondent must, not more than ten (10) working days after the RFQ/RFP is issued, provide written notice to the Executive Director of the TJPA setting forth with specificity the grounds for the objection. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda to RFQ/RFP

The TJPA may modify the RFQ/RFP, prior to the proposal due date, by posting addenda on the TJPA's website (www.TJPA.org). For parties who requested a hard copy of the RFQ/RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. For firms registered on the TJPA website as wanting to receive notice of addenda, the TJPA will make reasonable efforts to notify potential Respondents in a timely manner of the posting of addenda on the website. In either case, the last known address of each firm listed with the TJPA will be used.

All parties, regardless of how they obtained the RFQ/RFP, are solely responsible for ensuring receipt of any and all addenda. All parties are responsible for ensuring that their Proposals reflect any and all addenda issued by the TJPA prior to the proposal due date regardless of when the proposal is submitted and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their qualifications respond to any such addenda. The Respondent can call the TJPA before submitting its Proposal to determine if the Respondent is aware of all addenda.

E. Term of Proposal

By signing and submitting a proposal, each Respondent certifies that the proposed services and terms are valid for one hundred twenty (120) calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A Respondent may revise its Proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Respondent must submit any revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Respondent.

G. Errors and Omissions in Proposal

Failure by the TJPA to object to an error, omission, or deviation in a proposal will in no way modify the RFQ/RFP or excuse the Respondent from full compliance with the specifications of the RFQ/RFP or any contract awarded pursuant to the RFQ/RFP.

H. Financial Responsibility

The TJPA accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ/RFP. Submissions to the TJPA under this RFQ/RFP will become the property of the TJPA and may be used by the TJPA in any way deemed appropriate.

I. Public Disclosure

Respondents' bids, responses to RFQ/RFPs and other records of communications between the TJPA and persons or firms seeking contracts (whether such person is selected for award of a contract or not), including proposed pricing, shall be open to inspection and will be made available to the public upon request consistent with state law. . There are limited exceptions to the state law requirement to release records. Respondents who mark materials as "confidential" and timely assert that such materials are subject to withholding under state law will have the opportunity to seek judicial relief, as needed and if they so choose.

J. San Francisco Administrative Code Chapter 12L

If a Respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in TJPA funds or TJPA-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Respondent must comply with Chapter 12L. The Respondent must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City and County of San Francisco (City) in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

K. New Restrictions on Lobbying Certification

All Respondents are required to include in their Proposal packages the standard federal certification form regarding lobbying as set forth in the RFQ/RFP Attachments if the contract is expected to be more than \$100,000.

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

A contract awarded under this RFQ/RFP is a covered transaction for purposes of federal suspension and debarment laws, including 2 CFR part 1200, and the provisions of U.S. Office of Management and Budget Appendix A "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

The Respondent is required to comply with federal suspension and debarment laws and must include the requirement to comply with federal suspension and debarment laws in any lower tier covered transaction it enters into, if any.

By signing and submitting its bid or proposal, the Respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by the TJPA. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to remedies available to the TJPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent agrees to comply with the requirements of federal suspension and debarment laws while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By signing and submitting its Proposal, the Respondent also certifies to the TJPA that the Respondent has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any TJPA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the TJPA. All Respondents are required to include in their Proposal packages the certification form regarding debarment, suspension and other responsibility matters as set forth in the RFQ/RFP Attachments.

M. Reservations of Rights by the TJPA

The issuance of this RFQ/RFP does not constitute an agreement by the TJPA that any contract will actually be entered into by the TJPA. The TJPA expressly reserves the right at any time to:

- waive or correct any defect or informality in any response, proposal, or proposal procedure, as determined by the TJPA in its sole discretion
- reject any or all proposals, without indicating any reason for such rejection
- reissue an RFQ/RFP
- prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ/RFP, or the requirements for contents or format of the proposals
- request that one or more Respondents clarify, supplement or modify the information submitted
- extend deadlines for accepting responses; request amendments to responses after the expiration of deadlines; request clarifications, revised proposals or best and final offers; or negotiate or approve final agreements
- during negotiation, expand or limit the scope of the proposed Services, increasing or decreasing contract amounts, including negotiate with and award contracts to more than one qualified Respondent
- if negotiations with a selected Respondent fail to proceed to the reasonable satisfaction of the TJPA, at the TJPA's sole and absolute discretion, negotiate with and enter into a contract with another Respondent, or begin the selection process anew
- consider any information about any Respondent that is not expressly contained in Respondent's response
- procure any materials, equipment or services specified in this RFQ/RFP by any other means
- determine that no Program will be pursued

N. No Waiver

No waiver by the TJPA of any provision of this RFQ/RFP shall be implied from any failure by the TJPA to recognize or take action on account of any failure by a Respondent to observe any provision of this RFQ/RFP.

O. Applicability of City Contracting Provisions

Under Section 6509 of the Government Code, the TJPA is subject to the same restrictions on its powers as those which are applicable to an entity designated in the Joint Powers Agreement. The City and

County of San Francisco has been designated as the administrator of the TJPA in the Joint Powers Agreement. Respondents must comply with the San Francisco ordinances applicable to contracts and procurement that are referenced in this RFQ/RFP and attached documents.

P. Restrictions on Campaign Contributions to Elected Officials

Certain members of the TJPA Board are elected officials. Respondents shall declare whether they have made a campaign contribution to any such elected official, or committee controlled by such elected official at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for a contract pursuant to this RFQ/RFP. This includes contributions to:

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

Respondents shall be disqualified from participation in this RFQ/RFP on the sole discretion of the TJPA as guided by rule and policies of Section 1.126 of the San Francisco Campaign and Governmental Code (substituting references to the City and County of San Francisco in such section with the TJPA, as applicable).

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Respondent approaches any TJPA officer or employee about this RFQ/RFP, or a TJPA officer or employee initiates communication with a potential Respondent about a contract. The negotiation period ends when a contract is awarded or not awarded to the Respondent. Inquiries for information, requests for documents relating to this RFQ/RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

Q. No Representations or Warranties by TJPA

The information presented in this RFQ/RFP and in any report or other information provided by the TJPA to respondents is provided solely for the convenience of the interested parties. It is the sole responsibility of interested parties to assure themselves that the information contained in this RFQ/RFP or other documents are accurate and complete. No representations, assurances or warranties pertaining to the accuracy of such information are or will be provided by the TJPA or its advisors.

R. No Conflict of Interest

The TJPA shall disqualify any respondent to this RFQ/RFP that has a conflict of interest under Section C8.105 of the San Francisco Charter, Government Code Section 1090, et. seq., the Political Reform Act (Government Code Section 87100 et. seq.), or any other applicable conflict of interest laws. Any false, incomplete, or otherwise unresponsive statements made in connection with a proposal may be cause for its disqualification at the TJPA's sole discretion.

MODEL AGREEMENT FOR SALESFORCE PARK PROGRAMMING

THIS AGREEMENT FOR SALESFORCE PARK PROGRAMMING (“Agreement”) is entered into as of the ____ day of _____, ____ (“Effective Date”), by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and _____ (hereinafter, “Contractor”).

- 1) **Services:** TJPA agrees to engage Contractor to perform park programming services (“Services”), which Services are described generally as leading programming/teaching class(es) for the public in the Salesforce Park under the terms and conditions set forth in this Agreement, and which Services are described with more particularity in Attachment A hereto.
- 2) **Term:** The term of the Agreement shall commence on the Effective Date and end on _____, unless extended or terminated as provided herein.
- 3) **Compensation:** TJPA will pay Contractor for satisfactory performance of the Services an amount that will not exceed \$ _____, in accordance with the terms and conditions described in Attachment B hereto.
- 4) **Independent Contractor:** The parties intend that Contractor and any subcontractor, in performing the Services, shall act as an independent contractor and shall have control of their work and the manner in which it is performed. Contractor shall create its own curriculum, provide its own supplies, appropriately staff delivery of the Services, set its own hours and budget, and shall be free to contract to provide similar services for other employers while Contractor is under contract with TJPA. Contractor is not to be considered an agent or employee of TJPA, and is not entitled to participate in any pension plans, bonus, medical benefits, workers compensation, or similar benefits that TJPA may provide for its employees.

Contractor shall superintend, either personally or through a representative, the execution of all Services under this Agreement. If Contractor uses a representative or subcontractor, Contractor agrees that such individual shall be competent and qualified, and shall give their personal attention of the Services hereunder at all times, and shall represent Contractor with full power to act on matters pertaining to this Agreement.

Contractor, as an independent contractor, shall have the authority to control and direct the performance of the Services under this Agreement. However, the Services shall be subject to TJPA’s general right of inspection and supervision to secure the satisfactory completion thereof.

Contractor is solely responsible for compliance with all federal, state, and local laws and regulations relating to businesses, including the payment of employment taxes incurred under this Agreement, and any similar federal or state taxes.

- 5) **Assumption of Risk; Indemnity:** Contractor shall be responsible for performing the Services under this Agreement in a safe, skillful, and workmanlike manner, and shall be liable for their own acts and omissions, as well as those acts and omissions of their employees, subcontractors, and representatives. TJPA shall have no right of control over the manner in which the work is to be done, and shall therefore not be charged with the responsibility of preventing risk to Contractor or their employees, subcontractors, or representatives.

Contractor shall indemnify TJPA, its directors, officers, employees, agents, and member agencies, against any and all liability or loss, and against any and all claims or actions based upon or arising out of injury to or death of persons, or damage to or loss of property, arising out of this Agreement, the performance of the Services under this Agreement, the use of Contractor's equipment in connection with the Services, and/or the acts or omissions of Contractor or their employees, subcontractors, or representatives, except to the extent such loss arises solely from the gross negligence or willful misconduct of TJPA.

Contractor shall furnish all equipment to be used by Contractor or their employees, subcontractors, or representatives in carrying out the terms of this Agreement, and shall be held liable for any personal injury or property damages resulting from the use, misuse, or failure of such equipment. All equipment shall be maintained by Contractor.

If an incident occurs that results in injury to a program participant or damage to or loss of property, Contractor shall make a report to TJPA within 24 hours, and cooperate with TJPA in the investigation of same.

This Section shall survive termination of the Agreement.

- 6) **Insurance:** *[Include the first paragraph if Contractor's program is covered. If it is not, delete the first paragraph. In either case, keep the second paragraph:]*
TJPA maintains an insurance program which provides certain coverage for TJPA in the event of certain third party claim against TJPA related to the Services. TJPA's insurance program provides no coverage or protection for Contractor or their employees, subcontractors, or representatives. Contractor is encouraged to procure insurance coverage for itself and its employees, subcontractors, and representatives. TJPA's election to maintain certain insurance for itself in no way limits Contractor's indemnification obligations under this Agreement.

Contractor shall comply with the insurance requirements in Attachment C.

- 7) **Termination.** TJPA may terminate this Agreement, in its sole and absolute discretion, by delivering to Contractor written notice of termination. Examples of why TJPA may need to terminate include, but are not limited to: (a) Inadequate budget authority; (b) Exposure to liability to others for personal injury or property damage as a result of the program; (c) Health order or regulation making delivery of the programming imprudent; (d) Weather conditions making delivery of the programming impractical; (e) Facility security,

maintenance, or operations activities making delivery of the programming impractical; or
(f) Inadequate attendance.

TJPA may cancel one or more classes/sessions within a program series, in its sole and absolute discretion, by delivering to Contractor notice. In the interest of time, such notice of class/session cancellation may be made telephonically or by electronic mail in lieu of mailed notice. TJPA will work in good faith with Contractor to attempt to reschedule the cancelled class/session, if possible.

- 8) **Compliance with Law and Other TJPA Requirements.** Contractor, on behalf of itself, and its employees, subcontractors, and representatives, declares that they have and will continue through the term of the Agreement to comply with all federal, state, and local laws relating to the Services under this Agreement. Among other things Contractor shall comply with: (a) local, state and federal laws and regulations prohibiting discrimination, including Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, and other laws that pertain to fair employment and anti-discrimination practices; (b) City and County of San Francisco laws requiring a business license for certain work completed within the jurisdiction; and (c) labor laws pertaining to prevailing wages, working hours, overtime, payroll records, and other requirements imposed by the Department of Industrial Relations.

Contractor acknowledges that it must comply with any restrictions or requirements set forth in any health order issued by any local, state, or federal authority, particularly in response to the COVID-19 pandemic.

By executing this Agreement, Contractor acknowledges and agrees to adhere to TJPA's Principles and Standards for Public Programming, as described in Attachment D. Additionally, Contractor shall adhere to all TJPA rules, regulations, and directions related to use of TJPA facilities.

- 9) **Assignment; Subcontracting.** This Agreement is personal to Contractor and may not be assigned without the prior written consent of TJPA, which TJPA may grant or withhold in its discretion.

[Include the following if there will be subcontractors; otherwise delete. Contractor should not subcontract any work except as described here.] Contractor is permitted to subcontract portions of the Services to be performed under this Agreement. Contractor shall provide TJPA written notice of the name and contact information for any subcontractor at least 7 days in advance of a scheduled date for such subcontractor to provide Services. Subcontractors shall be solely responsible to Contractor throughout the performance of the Services. Subcontracts shall not relieve Contractor of any obligation to TJPA for the work performed. Contractor is responsible for ensuring subcontractors comply with all provisions of this Agreement.

- 10) **Notice.** Notices under this Agreement shall be provided via US mail, effective on the third calendar day after deposit, as follows: to TJPA at its offices (425 Mission Street,

Suite 250, San Francisco, CA 94105, Attn: Executive Director) and to Contractor at its business address as listed below.

- 11) **Electronic Signature.** Unless otherwise prohibited by law or TJPA policy, the parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Agreement in a portable document format. The term “electronically signed Agreement” means the Agreement that is executed by applying an electronic signature using technology approved by the TJPA.

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

TRANSBAY JOINT POWERS AUTHORITY

Approved as to Form by:

Adam Van de Water, Executive Director

TJPA Legal Counsel

CONTRACTOR

Authorized Signature

Business Address

Printed Name

City, State, Zip Code

Title

Business Phone Number

Contractor Business Name (if applicable)

Tax ID Number: Refer to W9

**Attachment A
Scope of Services**

Program Details:

Contractor agrees to perform programming in the Salesforce Park as follows: _____

Program Start Date: _____ Program End Date: _____

Exception Date(s) (e.g., holidays): _____

Day(s) of the Week: _____

Time: _____AM/PM to _____AM/PM. Contractor shall arrive at least 10 minutes prior to each scheduled class/session start time to ensure timely start to programming.

Location/Meeting Location of Class: _____

Class Size (# of Participants): Minimum: _____ Maximum: _____

Eligible Participants Include Minors (persons under age 18) (Yes or No): _____

Supplies and Equipment Supplied by Contractor: _____

TJPA does not provide storage for Contractor's supplies or equipment.

Set Up Requested of TJPA: _____

Services Expectations:

- Timeliness: Contractor shall arrive at the program site on time, with all necessary supplies or equipment, and prepared to provide instruction.
- Clean Up: Contractor shall be responsible for cleaning up after each class/session, including supplying trash bags as necessary.
- Marketing: TJPA advertises all programming through the Salesforce Transit Center website. TJPA may also advertise programming through social media channels or create additional marketing materials highlighting specific classes or programs. Contractor consents to these marketing efforts by TJPA. Contractor may advertise and market Contractor's program at their own expense; however, Contractor's marketing materials

must be approved by TJPA prior to distribution. Use of TJPA's logo or the Salesforce Park's logo is prohibited, without TJPA's express written consent.

- Photos/Videos: Contractor shall not take photos or videos of participants, without the express written consent of participants, their parent/guardian (for minors), and TJPA.
- Business Uses Prohibited: Contractor shall not use TJPA programs to recruit for their personal business or promote their business during class hours or on TJPA premises, without TJPA's express written consent. Contractor shall not market products that are sold as part of their business. Contractor shall not utilize TJPA class rosters or program participant rolls for their business promotional or marketing purposes. Contractor shall not accept payments of any kind from participants for TJPA programs. Contractor shall not provide private instruction on TJPA premises, without TJPA's express written consent.
- Monitoring and Evaluations: TJPA may observe and monitor Contractor's programming to secure the satisfactory completion thereof. If requested by TJPA, Contractor shall actively solicit feedback from program participants and submit feedback forms to TJPA.

Attachment B Compensation

Amount: TJPA will pay Contractor for satisfactory performance of the Services an amount that will not exceed \$ _____ (“Compensation”), in accordance with the following:

The Compensation includes all costs, expenses, and reimbursements.

Invoices: Contractor must submit invoices and the information required herein in order to receive payment. TJPA will compensate Contractor within ____ days of receipt of invoice.

Invoices are subject to review and audit by TJPA during regular business hours upon 24 hours’ notice. Contractor must maintain complete and accurate records of payrolls, expenditures, disbursements, and other cost items charged to TJPA or establishing the basis for an invoice, for a minimum of 5 years after the date of the final payment.

Program/Class Cancellation: Contractor will only receive compensation for a program/class that is performed. If a program is cancelled before instruction begins, Contractor will not receive compensation for the program. If one or more classes/sessions within a program series are cancelled before that class/session begins, Contractor will only receive compensation for those meetings of the class/session that are performed. In the event Contractor unilaterally cancels performance of a class/session without TJPA written approval, TJPA reserves the right to immediately and without notice cancel the remainder of the program.

[Use this attachment if Contractor IS covered by TJPA's special event insurance policy and delete the following attachment]

**Attachment C
Insurance**

Without in any way limiting Contractor's other indemnification obligations under this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance with coverages at least as broad as the following with insurance companies with a Best's Insurance Rating of A:VII or better, as follows:

Workers' Compensation and Employers Liability Insurance.

If required under California law, Worker's Compensation and Employers' liability insurance, in statutory amounts, with Employers' liability limits not less than \$1,000,000 each accident, injury, or illness. Contractor and any subcontractor hereby agrees to waive subrogation which any insurer of Contractor or subcontractor may acquire from Contractor or subcontractor by virtue of the payment of any loss. Contractor and any subcontractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TJPA for all work performed by Contractor, and its employees, subcontractors, and representatives.

If Contractor has no employees, it may file an affidavit in the form attached hereto in lieu of providing the insurance specified above.

Automobile Liability Insurance.

Business Automobile Liability Insurance with limits not less than \$1,000,000 per accident for Bodily Injury (including death), Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

If Contractor does not use an automobile in any manner whatsoever to provide the Services, it may file an affidavit in the form attached hereto in lieu of providing the insurance specified above.

[Use this attachment if Contractor is NOT covered by TJPA's special event insurance policy and delete the prior attachment]

**Attachment C
Insurance**

- a. Without in any way limiting Contractor's other indemnification obligations under this Agreement, Contractor and any subcontractor must maintain in force, during the full term of the Agreement, insurance with coverages at least as broad as the following with insurance companies with a Best's Insurance Rating of A:VII or better, as follows:
- (1) Workers' Compensation and Employers Liability Insurance. If required under California law, Worker's Compensation, in statutory amounts, with Employers' liability limits not less than \$1,000,000 each accident, injury, or illness. If Contractor has no employees, it may file an affidavit in the form attached hereto in lieu of providing the insurance specified above.
 - (2) General Liability Insurance. Commercial General Liability Insurance on an occurrence basis, with limits not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage, Contractual Liability, Personal and Advertising Injury, Products and Completed Operations.
 - (3) Automobile Liability Insurance. Business Automobile Liability Insurance with limits not less than \$1,000,000 per accident for Bodily Injury (including death), Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following: (1) Name as additional insured TJPA, its member agencies, salesforce.com, and all of the officers, directors, agents, permitted assigns, and employees of each, on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Contractor shall provide thirty (30) days' advance written notice to TJPA of material change in coverages, reduction or nonrenewal of coverages, or cancellation of coverages for any reason.
- d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement, and

without lapse, for a period of five (5) years beyond the expiration of this Agreement, to the effect that, should occurrences during the agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- e. Should any of the required insurance be provided under a form of coverage that include a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Should any required insurance lapse during the term of this Agreement, requests for payment originating after such lapse shall not be processed until TJPA receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, TJPA may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to TJPA certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A.M. Best A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to TJPA, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon TJPA request. Failure to maintain insurance shall constitute a material breach of this Agreement.
- h. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TJPA for all work performed by Contractor, its employees, agents and subcontractors.

AFFIDAVIT OF NO EMPLOYEES

State of California
City and County of San Francisco

I, the undersigned, declare as follows:

I am an independent contractor. I wish to enter into a services contract with the Transbay Joint Powers Authority. I am fully aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage for employees in accordance with the provisions of that Code. I am also aware that I must provide proof of workers' compensation insurance to the Transbay Joint Powers Authority for any and all employees I may have, pursuant to Section 6 of my agreement with the agency.

I hereby certify that I do not have any employees nor will I have any employees working for me or my business during the term of any service contract with the Transbay Joint Powers Authority. I am not required to have Workers' Compensation insurance.

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

Executed on this ____ day of _____, _____, at _____, California.

PRINT NAME

SIGNATURE

COMPANY NAME if Applicable

AFFIDAVIT OF NO AUTOMOBILE OWNERSHIP OR USE TO PROVIDE SERVICES

State of California
City and County of San Francisco

I, the undersigned, declare as follows:

I am an independent contractor. I wish to enter into a services contract with the Transbay Joint Powers Authority. I hereby certify that I do not own or use, and will not own or use during the term of any service contract with the Transbay Joint Powers Authority, any automobile (owned, non-owned, or hired) directly or indirectly to provide the services.

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

Executed on this ____ day of _____, _____, at _____, California.

PRINT NAME

SIGNATURE

COMPANY NAME if Applicable

Attachment D

Principles and Standards for Public Programming

TJPA is committed to fostering a safe, welcoming, and positive environment for the physical, emotional, cultural, educational, and social development of all participants in public programming in the Salesforce Park. It is the individual responsibility of each Contractor and their employees, subcontractors, and representatives to achieve the highest standards of conduct consistent with the following principles and standards:

Competence: Contractors must strive to maintain high standards of excellence in their work. Contractors should not undertake the duties of teaching until they have first obtained the proper training. Contractors should maintain a level of expertise through continued education and experience.

Professional Responsibility: Contractors should uphold professional standards of conduct, clarify their roles and obligations, accept appropriate responsibility for their actions, and adapt their methods to the needs of different students. Contractors must hold, in good standing, any required certifications or licenses required for their work.

Integrity and Dignity: Contractors should always be honest, fair, and respectful of others. Contractors should respect the rights of others' values, opinions, and beliefs, even if they differ from Contractor's own.

Nondiscrimination: Contractors must treat all participants equally, and shall not discriminate against program participants on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or Acquired Immune Deficiency Syndrome or Human Immunodeficiency Virus (AIDS/HIV) status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

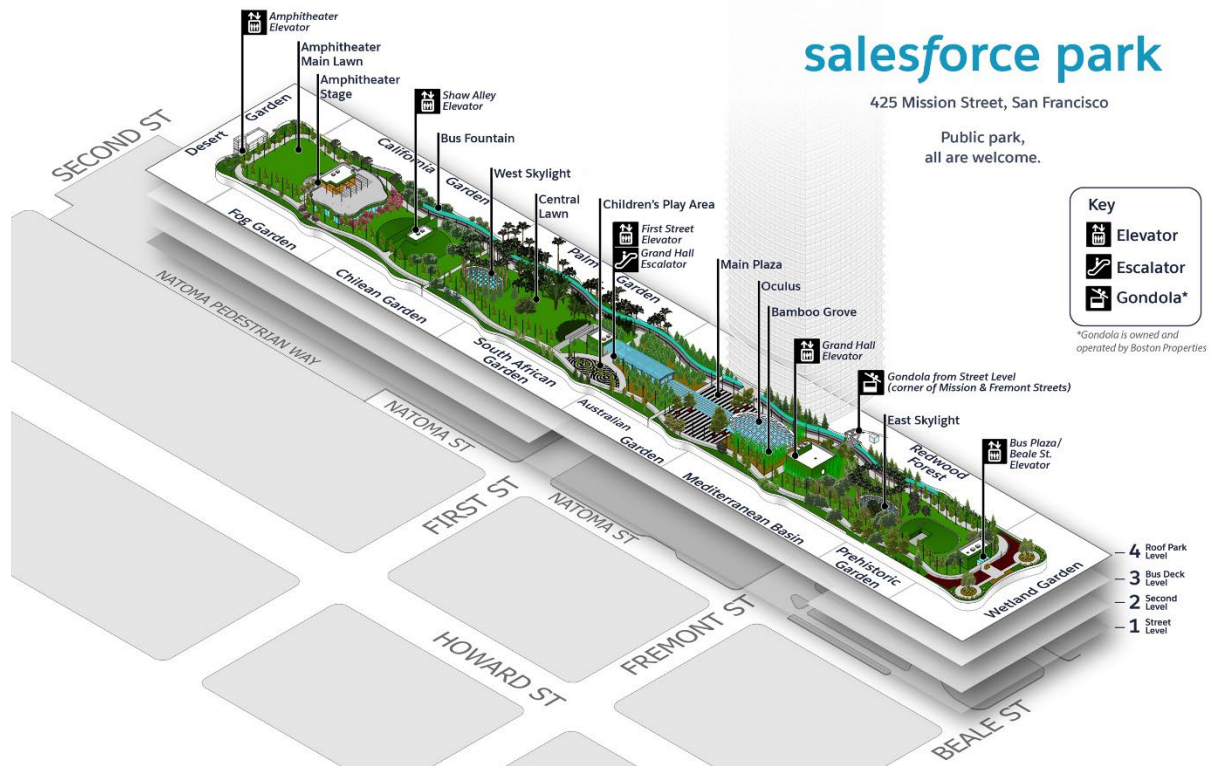
Concern for Others' Welfare: Contractors should consider the welfare and rights of all program participants. Any statement made in the presence of Contractor that is reasonably perceived as threatening should be immediately reported to local law enforcement.

Independent Contractor: Contractors must be honest and transparent in their role as independent contractors providing services to TJPA, and not represent that they are employees of TJPA or speak on behalf of TJPA.

LOGISTICAL INFORMATION

A typical programming partner will be involved in programming at Salesforce Park for a weekly, bi-weekly, or monthly program. This program can span a few weeks as a stand-alone series, occur monthly, bi-weekly, or weekly during a season of 6 months, or recur year-round. Programs should be simple in set-up and mobile in nature. As the park is completely outdoors and at the mercy of the elements, programs should be able to work in this outdoor setting.

Storage for supplies cannot be guaranteed but can be discussed depending on amount needed and quantity of programs to be hosted at the Transit Center. Parking is not available on site, therefore loading details will have to be established in advance of start date. A park staff member will be present at all programs, however, should not be depended on to facilitate a program.

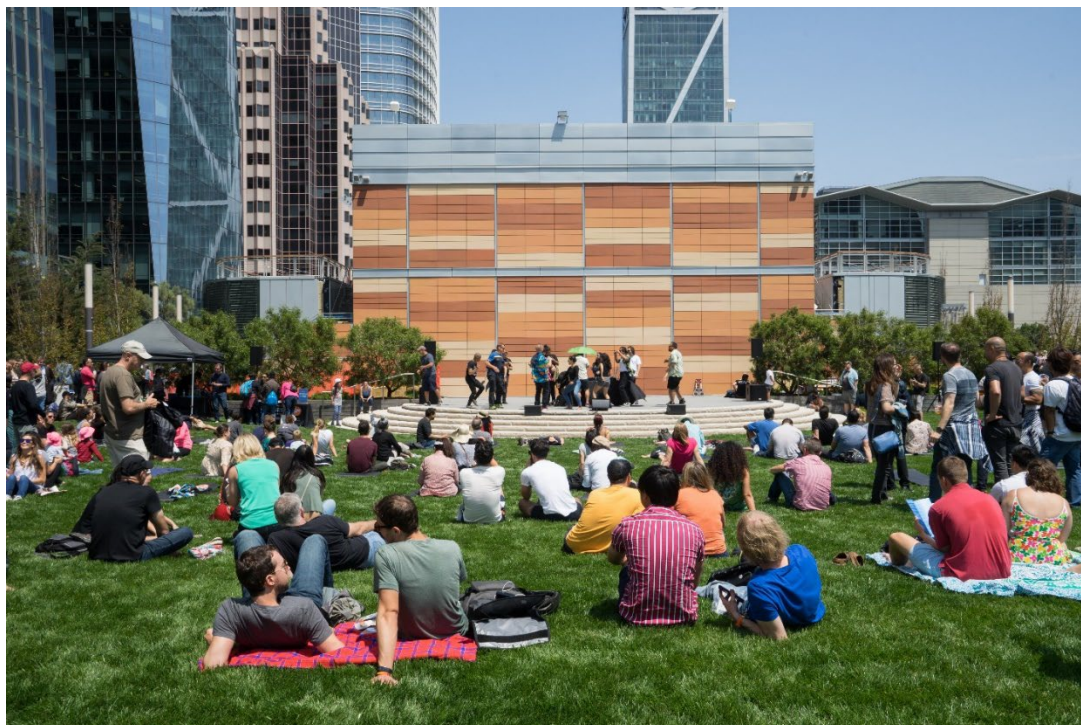
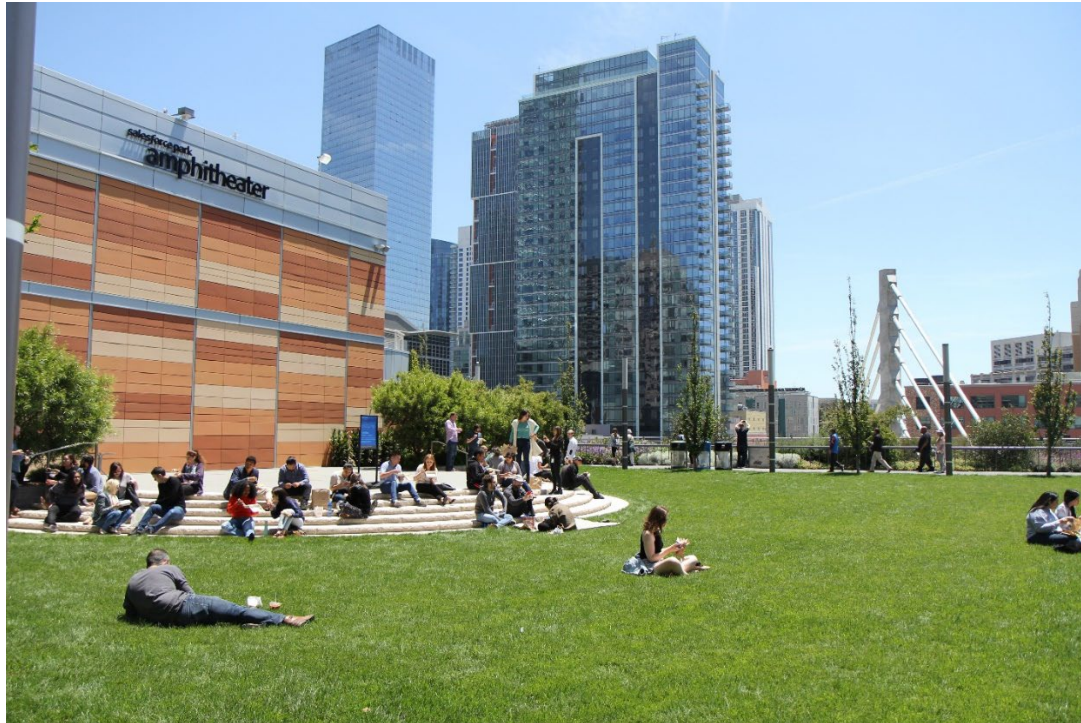


LOCATIONS

There are four focus locations for public programming, all of which are completely outdoors: The Amphitheater, Main Plaza, Children's Play Area and Central Lawn. A half-mile loop path encircles the entire park.

The Amphitheater

The Amphitheater includes a 35' x 30' semi-circular stage and flat lawn. The lawn and stage capacity is 748 people (standing room only). Power is available at the stage. There is no roof/covering for the stage or lawn. The area lends well to fitness classes, large performances, and activities that require a large screen.



The Main Plaza

The Main Plaza is the largest open hardscape area of the park and is busiest at lunchtime daily. There are shade trees, benches, and moveable seating throughout. The center of the plaza is a vast, non-slip glass floor that is well-suited for dancing programs. Power is available in the NW corner of the Plaza. This location also offers free daily self-led activities: a “Recess Cart ” with books, games and craft supplies. Craft and literary events may find the NE corner of the plaza, where the Art Cart and Reading Room are, a good fit. In Summer of 2022 Barebottle Brewery will be opening a beer garden on the South side of the Plaza.





The Children's Play Area

The Children's Play Area includes a play structure and padded ground surface. There is one outlet available at this location. Chairs are not allowed on the playground's ground surface. There is no shade in this area aside from a few trees around the perimeter, but a pop-up tent could be set up. The play structure lends itself well as a park landmark/meeting location, as it is easy to spot from a distance.





The Central Lawn

The Central Lawn is located near the Children's Play Area and gets very busy on sunny days with visitors enjoying a picnic-style lunch. There is limited power at this location and the lawn has gentle slopes. Some music presentations, fitness classes and less-structured activities are well-suited for this area.



The Loop Path

The gardens of Salesforce Park showcase a wide variety of plants that grow in California's Mediterranean climate as well as the diversity of plants from several of the world's other Mediterranean climate zones. Each of those zones, from Mediterranean Europe to western

Australia, is featured in its own location in the park. The flat, concrete loop path along these gardens lends itself well to educational and hobbyist programming, such as birding tours, architectural tours, and garden education.

