



Request For Qualifications

For the development of new affordable housing on a City-owned property located at the northeast parking lot of the Laguna Honda Hospital Campus, 375 Laguna Honda Boulevard, known as:

Laguna Honda Hospital Campus Replacement Lot

Issued: November 18, 2019

San Francisco Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Responses due by 4:00 p.m. on January 23, 2020

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I. INTRODUCTION

The City and County of San Francisco (the “City”), acting through the Mayor's Office of Housing and Community Development (“MOHCD”), is seeking a qualified development team (the “Selected Developer”) to work with the City to develop permanently affordable independent senior housing on a parcel located at Laguna Honda Hospital Campus, known as the Replacement lot (the “Site”). The Selected Developer will also work with the City to create a master plan for the Site that includes 1) the aforementioned senior independent affordable housing; 2) assisted living units and/or residential care beds for the frail elderly that includes residential care beds affordable to frail elderly who are low-income; 3) an early childcare education center; and 4) an adult day health center. (Please note that hereafter the assisted living units and/or residential care bed component of the program, including its requirement to include units/beds that are affordable to low income seniors, will be referred to simply as “assisted living” or “assisted living units or facility.”) The master plan must allow for the expedited development of the affordable independent-living senior housing and any associated co-located amenities, and assuming financial feasibility, a viable financing and development plan for the assisted living facility (collectively, the “Project”). The master plan must include a logistics plan that incorporates any concurrent or future capital projects for the Department of Public Health (DPH), and how the DPH projects will be coordinated with the proposed senior housing project.

The parcel is located on an un-built lot at Laguna Honda Hospital, 375 Laguna Honda Boulevard, in San Francisco’s Twin Peaks neighborhood. The Site is an oval-shaped lot. A map showing the location and configuration of the Site is attached as **Exhibit 1**.

The City’s expectations of the Selected Developer are the following:

- Maximize the number of units and density within a mid-rise construction type;
- Establish a building design that includes an early childcare education center, adult day health center, assisted living units, and senior independent affordable housing, including common areas and residential amenities for all residential units;
- Serve low-income senior and frail elderly (in studio and 1-bedroom units) in units limited to an income range between 30%-80% MOHCD Unadjusted San Francisco Area Median Income;
- Income average the available and total tax-credit/independent living units to no more than 60% MOHCD Unadjusted San Francisco Area Median Income;
- Provide up to 40% of those independent affordable living units to extremely low-income seniors, utilizing City rental assistance subsidy, as such subsidy may be made available to the Project;
- Conduct community outreach to engender support for the Project;
- Secure construction and permanent financing that minimizes City General Fund resources to the greatest extent possible. For example, a State of California, Housing & Community Development (HCD) loan;

- Commence construction on the Project as soon as possible, using streamlined ministerial approval processes. For example, SB35, which may be used in conjunction with the Affordable Housing Density Program or the State Density Bonus Program.

Respondent teams to this Request for Qualifications (“RFQ”) must be comprised of:

- At least one San Francisco-based non-profit development entity whose mission includes the development of affordable housing in low-income communities with experience developing housing and/or assisted living for low-income seniors and frail elderly acting either as sole developer or as a partner in a joint venture, or joint-venture partner, defined as a nonprofit organization.
- A property owner entity with experience owning housing for low-income senior and frail elderly households.
- A property management entity with experience managing housing for senior and frail elderly low-income communities.
- At least one services-providing entity with experience providing services appropriate for seniors in independent living setting.
- A development entity or consultant with expertise in the financing and development of assisted living for the frail elderly, especially assisted living that is affordable to frail elderly who are low income.

Other members of the development team, such as the developer/operator of the assisted living facility, and the early childcare education and adult day health care providers, are to be selected at a later date. See below for additional information regarding the future selection of a potential future RFQ/P for an assisted living provider.

MOHCD is proposing to transfer the Site (subject to final approval by the Board of Supervisors and the Public Health Commission), to a qualified developer for this purpose through a long-term ground lease. Maximum rents households in the senior independent affordable housing units will be restricted to a maximum average income of 60% Unadjusted San Francisco Area Median Income and below, as defined by MOHCD.

Hard copy and electronic responses to this RFQ must be received by the Mayor's Office of Housing and Community Development no later than 4:00 p.m. on submission deadline date January 23, 2020. Facsimile responses will not be accepted.

II. IMPORTANT DATES AND SUBMISSION PROCESS

A. IMPORTANT DATES

RFQ available at MOHCD	Monday, November 18, 2019
Pre-submission conference at MOHCD	Monday, December 2, 2019 at 9:30 a.m.
Deadline for questions and requests for additional information	Monday, December 9, 2019 by 4:00 p.m.
Deadline for submitting qualifications	Thursday, January 23, 2020 by 4:00 p.m.
Notification to development teams who met submission requirements	Thursday, February 6, 2020
development team interviews, if necessary	Week of February 17 or February 24, 2020
Announcement of selection of development team	Week of March 9, 2020

B. PRE-SUBMISSION MEETING

A pre-submission conference will be held at MOHCD, located at 1 South Van Ness Avenue, 5th Floor, San Francisco, on **December 2, 2019 at 9:30 a.m.** The purpose of the meeting is to ensure that interested developers understand the minimum qualifications requirements and the selection process. Questions raised at the conference may be answered verbally at that time. If any substantive new information is provided in response to questions raised at the pre-submission conference, MOHCD will issue a written addendum to the RFQ (in the form of a Question and Answers document) with this information to all parties that have registered for the RFQ. No questions or requests for interpretation will be accepted after **December 9, 2019 at 4:00 p.m.** Attendance at the pre-submission conference is highly recommended but not mandatory. Please see below regarding **Attachment 2 - RFQ Registration Form.**

C. REGISTRATION FOR RFQ REQUIRED

In order to receive MOHCD's responses to requests for additional information and to questions about this RFQ and to submit a qualification submission, all interested parties must submit a completed RFQ Registration Form to MOHCD by **December 2, 2019 at 9:30 a.m.** All addenda, responses and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIB above. MOHCD reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be submitted to the contact person in Section IIE.

D. QUESTIONS AND REQUESTS FOR INFORMATION

All questions and requests for additional information regarding this RFQ must be received in writing by MOHCD, by hand, overnight delivery, mail, fax, or e-mail by **December 9, 2019, by 4:00 p.m.** Questions received after the deadline may not be answered. All addenda, response, and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIC.

E. CONTACT PERSON, SUBMISSION DEADLINE AND PLACE

All communications about this RFQ should be directed to Cindy Heavens, Senior Project Manager, at (415) 701-5581, cindy.heavens@sfgov.org, or at the address below.

Respondents to this RFQ must submit one (1) hard original plus six (6) hard copies of their proposals, as well as one electronic copy on flash drive, or Dropbox link, to the MOHCD receptionist no later than:

4:00 p.m. on January 23, 2020

at

**Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Director of Housing Development**

III. CONTEXT

A. THE SITE

The Site is an oval-shaped lot that was previously used for construction parking and storing during the hospital improvement work on the Laguna Honda Hospital campus located at 375 Laguna Honda Boulevard. The Site is bound by Clarendon Avenue to the north, Woodside Avenue to the south, Laguna Honda Hospital high-rise buildings to the east and Laguna Honda Boulevard to the west. The Site is currently vacant and the following adjacent units surround the site: Laguna Honda Hospital parking to the north, Laguna Honda Hospital drive to the south, Laguna Honda Hospital high-rise buildings to the east and Laguna Honda Hospital drive to the west.

B. ZONING/LAND USE ENTITLEMENTS

The Site is located in the P – Public zoning district (See Planning Code Section 843) and the 40-X, 80-D, and OS Height and Bulk District.

The Site development is expected to qualify for ministerial approvals from the Planning Department through SB35, which may be used in conjunction with the State Density Bonus Program or the Affordable Housing Density Bonus Program.

C. SOIL AND ENVIRONMENTAL CONDITIONS

The selected Developer will be required to commission its own geotechnical studies as part of its design and engineering work, but, for purposes of this RFQ, it is assumed that following any required mitigation, soil and subsoil conditions on the Site are sufficient to support a development that complies with the maximum allowable height, bulk and density limitations of the Site's applicable zoning requirements.

The Site is subject to the Maher Ordinance (San Francisco Health Code, Article 22A). For more information, see: https://www.sfdph.org/dph/EH/HazWaste/Maher_FAQ.asp.

The Final Environmental Impact Report (FEIR) dated June 27, 2002 for Laguna Honda Hospital Replacement and includes the Site can be found on the San Francisco Public Library website at <https://archive.org/details/lagunahondahospi2720sanf>.

The Selected Developer will need to secure CEQA clearance for the proposed project, working with the San Francisco Planning Department in coordination with DPH and other City agencies as required.

D. ASSISTED LIVING COMPONENT

MOHCD will work with the Selected Developer regarding the financial viability of the Assisted Living component of the Project, including units/beds affordable to frail elderly who are low

income. The City's goal is to create an integrated Project as described above. However, to the extent necessary, MOHCD may elect to separate the Assisted Living component as an independent project and issue a subsequent RFQ specifically for the Assisted Living component. In such event, MOHCD will require the Selected Developer (and any subcontractors/consultants) to deliver to MOHCD **all** information (i.e., work product, drawings, studies, analysis, reports, etc.) regarding the Assisted Living component, and MOHCD may share such information, or any portion thereof, in a subsequent RFQ for the Assisted Living component. Any subsequent RFQ for the Assisted Living component will likely be derived from and informed by the work created by the Selected Developer, but will be developed independently by MOHCD for the purpose of creating a financially viable Assisted Living component. Any member of the Selected Developer is not precluded from responding to any subsequent RFQ for the Assisted Living component, but work under this Project will not be counted toward a respondent's experience.

IV. SELECTION PROCESS, MINIMUM EXPERIENCE AND CAPACITY REQUIREMENTS, SELECTION CRITERIA AND SCORING, AND SUBMITTAL REQUIREMENTS OVERVIEW

A. SELECTION PROCESS

MOHCD staff will review all submittals for completeness and satisfaction of minimum experience and capacity requirements (see Section B below). If a submittal does not meet minimum experience and capacity requirements, the Respondent may submit an appeal to MOHCD staff on technical grounds only.

A Selection Panel will be appointed by the Director of MOHCD composed of persons with expertise in the areas of development, affordable housing financing, property management and resident supportive services, and which may also include asset management, construction management, Arts Commission staff, and community representatives.

The Selection Panel will review all qualified responses (see Section C below) and interview, if necessary, top-scoring Respondents, at which time Respondents will be asked to present and explain the major characteristics of their submittal, particularly as they relate to the Scoring Criteria, and respond to questions from the Selection Panel. The Selection Panel may elect to not hold an interview if MOHCD receives only one submittal from a Respondent and the Selection Panel has sufficient information from such Respondent's submittal to make an informed decision.

After all interviews have been completed, the Selection Panel will meet to determine the final ranking of all responses and present this ranking to the Director. The Selection Panel's scoring of each proposal will be done by consensus and will be final.

The Director will then select a development team and advise the Mayor of this selection. MOHCD staff will then exclusively negotiate a binding contract with the selected team for purposes of the Site's development. If MOHCD staff cannot complete a contract with the

selected development team that is in the best interest of the City, the MOHCD Director may terminate negotiations in his sole discretion. If the MOHCD Director terminates negotiations with the selected development team, the MOHCD Director reserves the right, in his sole discretion, to (1) negotiate with the next highest ranked Respondent, or (2) reject any and all other proposals, in whole or in part, prior to award, and may re-advertise a request for qualifications for this Project under such terms the MOHCD Director deems to be in the City's best interest.

B. MINIMUM EXPERIENCE AND CAPACITY REQUIREMENTS

Respondents must meet the following minimum development team characteristics, experience, and capacity requirements in order to qualify to be scored and ranked under this RFQ:

1. Minimum Development Team Characteristics

The proposed Development Team must include:

- At least one San Francisco-based non-profit development entity whose mission includes the development of affordable housing in low-income communities with experience developing housing for low-income seniors and frail elderly acting either as sole developer or as a partner in a joint venture, or joint-venture partner, defined as a nonprofit organization;
- A property owner entity with experience owning housing for low-income senior and frail elderly households and managing a property with multiple uses;
- At least one services-providing entity with experience providing appropriate services for seniors and frail elderly in affordable senior housing, working with multiple service providers at a mixed-use property, and integrating independent low-income seniors into the proposed mixed-uses on the property;
- At least a developer or consultant with experience developing an Assisted Living facility with a development company or lead project manager with a development company;

Letters of Intent or Memoranda of Understanding from service providers and property management entities that are not affiliated with the developer must be submitted with the application.

2. Minimum Development Team Experience

Minimum experience must be demonstrated by identifying specific **Qualifying Projects** in which team members have participated, as further described below. The proposed Development Team must submit **Attachment 4 - Qualifying Project Form**, to document how the Qualifying Project characteristics meet each of the experience categories below (developer, owner, property manager, service provider.)

To demonstrate the minimum required development team experience, each team should submit one project for each experience category. When appropriate, teams may submit the same project

as evidence of experience across multiple experience categories, or may use different projects to demonstrate experience across categories. In all cases, no more than four (4) total Qualifying Projects should be submitted. **Qualifying Projects will not be scored, but are used to identify if the proposed Development Team meets the minimum development team experience required to develop the Site.**

For Developer and Owner (each defined in Section C(1) below), a **Qualifying Project** must have all of the following characteristics:

- new construction (not a requirement for Minimum Service Provision Experience) in either a Type V over I or Type III over I construction type or Type I construction type (not a requirement for Minimum Property Manager and Service Provision Experience)
- at least 75 units in size
- majority studios and 1-bedrooms
- mixed-use including residential (not a requirement for Minimum Service Provision Experience)
- affordable to low- and very low-income senior and frail elderly households¹
- financed by use of Low-Income Housing Tax Credits

a. *Minimum Development Experience:* The proposed Developer must have completed within the past ten years at least **one** Qualifying Project located in San Francisco. The definition of “completed” of a Qualifying Project means having received Temporary Certificate of Occupancy by the date of the issuance of the RFQ.

For joint venture Developer teams, the experience of the lead entity may suffice for the joint-venture partnership. A signed Memorandum of Understanding or Term Sheet between joint-venture Development partners that outlines roles and responsibilities, proposed ownership structure, etc. must be submitted with the application. Furthermore, a Respondent can qualify for development experience by contracting with a development consultant for comprehensive project management services. Finally, the requirement to have served senior and frail elderly residents may be satisfied in a non-Type I building. In such a case, the proposed Developer must provide evidence of having completed a partially Type I affordable housing building, and separately, an affordable housing building that serves seniors and frail elderly residents.

b. *Minimum Ownership Experience:* The proposed Owner must have owned at least **one** Qualifying Project for at least four years prior to the Submittal Deadline of this RFQ. For purposes of this requirement, the member of the general partner of the tax credit partnership that will own the completed project is the proposed “Owner.”

c. *Minimum Property Management Experience:* The proposed Property Manager must have managed at least **one** Qualifying Project for at least 24 months.

¹ “Low Income” is defined as 60% MOHCD AMI and below. “Very Low Income” is defined as 30% MOHCD AMI and below.

- d. **Minimum Service Provision Experience:*** The proposed service provider(s) must have at least 36 months experience providing services to seniors and frail elderly residents within a Qualifying Project.
- e. **Minimum Assisted Living Developer/Consultant:*** The proposed Assisted Living Developer/Consultant must have completed within the past ten years at least **one** Assisted Living facility. The definition of “completed” means having received Temporary Certificate of Occupancy by the date of the issuance of the RFQ.

Note Regarding Experience: For any Respondent team member, the experience of key staff members may be substituted for the experience of the organization as a whole as long as the staff members’ experience in other firms was substantive and involved responsibilities similar to those that they are anticipated to perform during the proposed development of the Site. Any substitution should be clearly identified in Attachment 4, Qualified Project Form.

3. Minimum Developer and Owner Capacity Requirements

The proposed Developer and Owner must demonstrate the financial and staffing capacity to successfully complete the project and manage the asset in the long-term, as further described below.

- a. **Financial Capacity:*** The proposed Developer (or Guarantor where another entity is providing required guarantees) must demonstrate its ability to obtain competitive financing, as evidenced by submitting the latest (2) years of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any). The proposed Developer must also submit **Attachment 5 – Financing Terms for Developer’s Qualifying Project** documenting the equity pricing and debt terms for the Qualifying Project submitted under Minimum Developer Experience.
- b. **Staffing Capacity:*** The proposed Developer must document its capacity to successfully plan, design, and develop the Project, throughout the period of development, either through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations. To document this, the proposed Developer must submit a written narrative **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins) to document the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff. The proposed Developer must also submit **Attachment 6 – Projected Staffing Workload Form** to document the work assignments (existing or contemplated) associated with each staff person expected to work on the Project for Developer.
- c. **Asset Management Capacity:*** The proposed Owner must document its capacity to successfully manage real estate assets in compliance with City regulatory agreements and restrictions. To document this, the proposed Owner must submit a recent Real Estate Owned

(REO) schedule, stating the number of projects and average number of units/project currently in Owner’s asset management portfolio, proposed Owner’s current asset management staffing noting job titles, FTEs, and status of each position (filled/vacant) and proposed Owner’s organizational chart.

C. SELECTION CRITERIA AND SCORING

All applications that meet the Minimum Experience and Capacity Requirements will be scored and ranked according to the following selection criteria:

	Category	Points
A.	EXPERIENCE:	50
i.	<p>Developer (15 pts)</p> <ul style="list-style-type: none"> ➤ Experience with the following: <ul style="list-style-type: none"> ○ Completing projects on time and on budget ○ Obtaining competitive financing terms ○ Developing Type V/I or III/I or Type I construction with mix of residential and non-residential uses ○ Developing for low-income seniors and/or frail elderly ○ Working in Twin Peaks neighborhood ○ Completing complex projects with multiple objectives ➤ Building community support through outreach ➤ Current staff capacity and experience to take on this project type 	
ii.	<p>Owner (5 pts)</p> <ul style="list-style-type: none"> ➤ Track record successfully owning housing financed with Low-Income Housing Tax Credits <ul style="list-style-type: none"> ○ Experience owning affordable housing for low-income seniors and frail elderly ➤ Current asset management structure, staffing and portfolio ➤ Capacity for assuming asset management of an expanded portfolio once the development is complete 	
iii.	<p>Property Manager (10 pts)</p> <ul style="list-style-type: none"> ➤ Experience property managing for low-income seniors and/or frail elderly ➤ Experience achieving high rates of housing retention ➤ Implementing low barrier tenant selection policies ➤ Contributing to long-term sustainability of the development ➤ Achieving cost efficiencies in operations 	
iv.	<p>Service Provider/s (10 pts)</p> <ul style="list-style-type: none"> ➤ Experience delivering services to low-income seniors and/or frail elderly with or without family involvement ➤ Experience linking residents to the City’s safety net of services ➤ Working with property management to achieve high rates of housing retention 	

	<ul style="list-style-type: none"> ➤ Experience working in a mixed-use property and with multiple service providers ➤ Experience integrating independent low-income seniors into proposed mixed uses at the Site ➤ Experience providing services at Assisted Living facility ➤ Supporting positive outcomes for residents around health, economic sustainability, and aging-in-place ➤ If applicable, provides explanation for service contracts terminated prematurely within the last 5 years 	
v.	<p>Assisted Living Developer/Consultant (10 pts)</p> <ul style="list-style-type: none"> ➤ Experience developing an Assisted Living facility with a development company or lead project manager with a development company ➤ Obtaining competitive financing terms for Assisted Living facility ➤ Experience working as part of a master development team 	
B.		VISION: 50
i.	<p>Program Concept (15 pts)</p> <ul style="list-style-type: none"> ➤ Describes vision for a development program at this site, while best achieving the project goals, and includes: <ul style="list-style-type: none"> ○ A residential program and other envisioned uses; ○ Indicates how the proposed uses and amenities will enhance the lives of the proposed target population and the surrounding Twin Peaks neighborhood. ➤ Indicates particular groups served by the programs and spaces (tots, children, teens, seniors, frail elderly, disabled etc.). 	
ii.	<p>Community Engagement Strategy (10 pts)</p> <ul style="list-style-type: none"> ➤ Describes community engagement strategy and includes: <ul style="list-style-type: none"> ○ The team’s philosophy on community engagement; ○ Process for establishing and/or building positive relationships with surrounding neighbors and the larger community, including Laguna Honda Hospital staff; ○ Efforts designed to engage all interested community members, including monolingual non-English speaking members of the community; ○ How the Development Team intends to comply with the City’s Language Access Ordinance. ➤ Describes the Team’s approach to achieving entitlements for the project expeditiously and the Team’s approach to maintaining and building community relationships after entitlements have been achieved and the development is in operations. 	

iii.	Services Delivery Strategy (15 pts) <ul style="list-style-type: none"> ➤ Describes the Development Team’s services delivery strategy and includes: <ul style="list-style-type: none"> ○ The overall service philosophy, especially as the service philosophy relates to seniors and frail elderly; ○ Model for providing any anticipated services to seniors and frail elderly residents (including case management ratio and provision of amenities such as front desk clerks, if applicable); ○ The services goals of the proposed vision. ➤ A brief description of the desired outcome of the services to be provided and innovative approaches to services provision, including the strategy of engaging residents and encouraging access to relevant services. ➤ Describes how services for residents will be coordinated with the existing network of services in the neighborhood and community. 	
iv.	Finance and Cost Containment Approach (10 pts) <ul style="list-style-type: none"> ➤ Describes the Development Team’s financing approach to the project. ➤ Includes the Team’s process for structuring the project and controlling development costs. ➤ Includes innovative strategies intended to minimize MOHCD’s projected capital gap financing. ➤ Describes any innovative (i.e. non-standard, routine or commonly used) direct or indirect cost-cutting strategies relevant to overall development, construction or operating expenses. ➤ Describes any innovative approaches to developing/financing assisted living for low income seniors. 	
TOTAL POSSIBLE POINTS		100

1. Experience

In **no more than four pages** of written narrative (in Times New Roman font, 12 font size, 1-inch margins), describe how each member of the Proposed Development Team has the most relevant experience for the successful development of the Project. Please note that Respondents are not limited to discussing about the Qualifying Project(s).

a. *Developer:* Describe the Developer’s track record successfully developing high-quality affordable housing, including seniors and frail elderly housing. If the Developer has any experience developing assisted living, please include in the track record, as well. In particular, discuss the Developer’s experience completing affordable housing development projects on time and on budget, obtaining competitive financing terms, developing for seniors and frail elderly, working in the Twin Peaks neighborhood in which the Project is based, and building community support through outreach for similar projects. Include Developer’s experience selecting and establishing long term relationships with childcare providers. In addition, describe the experience and capacity of current staff to take on a project of this type.

- b. *Owner:*** Describe the Owner’s track record successfully owning housing financed with Low-Income Housing Tax Credits. In particular, discuss the Owner’s experience owning affordable housing for seniors and frail elderly and describe the Owner’s current asset management structure, staffing and portfolio, and its capacity for assuming asset management of an expanded portfolio once the development is complete. For purposes of this requirement, the managing general partner of the tax credit partnership intended to take ownership of the completed Project and to provide asset management for the Project is the proposed “Owner”.
- c. *Property Manager:*** Describe the Property Manager’s track record successfully managing high-quality affordable housing communities and managing a multi-use building. In particular, discuss the Property Manager’s experience providing management services for seniors and frail elderly, experience achieving high rates of housing retention, implementing low barrier tenant selection policies, contributing to the long-term sustainability of the development, and achieving cost efficiencies in operations.
- d. *Services Provider(s):*** Describe the Services Provider(s)’ track record delivering highly impactful services to residents in affordable housing developments and providing services in a multi-use building. In particular, discuss the Services Provider(s)’ experience delivering services to seniors and frail elderly in affordable senior housing and/or at an Assisted Living facility, integrating independent seniors to services in a multi-use building and working with multiple service providers at a multi-use development, linking residents to the City’s safety net of services, working with property management to achieve high rates of housing retention, and supporting positive outcomes for residents around health, including aging in place, and economic sustainability. If the Service Provider(s) have had any services contracts prematurely terminated in the last five years, include an explanation for each termination.
- e. *Assisted Living Developer/Consultant:*** Describe the Assisted Living Developer’s/Consultant’s track record delivering high-quality Assisted Living units. If the Assisted Living Developer/Consultant has any experience developing assisted living units affordable to frail elderly who are low income, please include in the track record, as well.

2. Vision

In **no more than six pages** of written narrative (in Times New Roman font, 12 font size, 1-inch margins), describe the Proposed Development Team’s vision for the successful development of the Project:

- a. *Program concept:*** Describe the Development Team’s vision for a development program at this Site, while best achieving the original project goals (i.e. serve seniors and frail elderly in an affordable assisted living environment) including a residential program, childcare, and all other envisioned uses. Indicate how the proposed uses and amenities will enhance the lives of the low-income seniors and frail elderly and the surrounding Twin Peaks neighborhood.

Indicate particular groups served by the programs and spaces (tots, children, teens, seniors, frail elderly, disabled etc.). Do not submit architectural drawings; scored responses must be in narrative form only. Include a description of the Development Team's strategy of coordinating multiple capital projects on site with the Department of Public Health.

- b. *Community engagement strategy:*** Describe the Development Team's community engagement strategy, including the team's philosophy on community engagement and process for establishing and/or building positive relationships with surrounding neighbors and the larger community. Describe the Team's approach to achieving entitlements for the project expeditiously and the Team's approach to maintaining and building community relationships after entitlements have been achieved and the development is in operations. The strategy should include efforts designed to engage all interested community members, including monolingual non-English speaking members of the community and how the Development Team intends to comply with the City's Language Access Ordinance.
- c. *Services delivery strategy:*** Describe the Development Team's services delivery strategy, including the overall philosophy and model for providing services to seniors and frail elderly (including case management ratio and provision of amenities such as front desk clerks), the services goals of the proposed vision, a brief description of the desired outcomes of the services to be provided and innovative approaches to services provision, including the strategy for engaging residents and encouraging access to services, and how services for residents will be coordinated with the existing network of services in the neighborhood and community.
- d. *Financing and cost containment approach:*** Describe the Development Team's financing approach to the project, including the Team's process for structuring the project and controlling development costs. Include any innovative strategies intended to minimize MOHCD's projected capital gap financing. Also, describe any innovative (i.e., non-standard, routine or commonly used) direct or indirect cost-cutting strategies relevant to overall development, construction or operating expenses. Do not submit a development budget or pro forma; scored responses must be in narrative form only.

D. SUBMITTAL REQUIREMENTS OVERVIEW

Using **Attachment 1 – Submittal Checklist**, check boxes of all items that will be submitted. Complete and submit **Attachment 2 - RFQ Registration Form**. All addenda, responses and additional information will be distributed to all parties who have submitted a registration form in accordance with Section IIB above.

1. Minimum Development Team Characteristics

Submit **Attachment 3 - Respondent Description** to document the name of each organization, names of the organization's Director (or equivalent position) and primary contact persons, and phone numbers and email addresses for each of the following:

- Lead Developer and Co-Developers (if applicable)
- Development Consultant (if applicable)
- Owner(s)
- Property Manager(s)
- Service Provider(s)
- Assisted Living Developer/Consultant

For each Lead Developer and/or Co-Developer, submit a current copy of the following documents:

- a. **Certificate of Good Standing** from the California Secretary of State
- b. **Certification of 501(c)(3) status** (for nonprofit corporations) from the Internal Revenue Service.

2. **Minimum Development Team Experience**

Submit **Attachment 4 - Qualifying Project Form**, to document how the Qualifying Project characteristics meet each of the experience categories below (developer, owner, property manager, service provider.) The Development Team may submit more than one (1) Qualifying Project for each of the experience categories:

- a. **Minimum Development Experience**
- b. **Minimum Ownership Experience**
- c. **Minimum Property Management Experience**
- d. **Minimum Service Provision Experience**
- e. **Minimum Assisted Living Developer/Consultant Experience**

To demonstrate the minimum required development team experience, each team should submit one project for each experience category. When appropriate, teams may submit the same project as evidence of experience across multiple experience categories, or may use different projects to demonstrate experience across categories. In all cases, no more than four (4) total Qualifying Projects should be submitted. **Qualifying Projects will not be scored, but are used to identify if the proposed Development Team meets the minimum development team experience required to develop the Site.**

In cases where any experience is being substituted from a consultant, submit a letter agreement or a memorandum of understanding (MOU) between the Lead Developer or Co-Developers and the consultant. The letter agreement or MOU should detail the responsibilities of the consultant and the experience the consultant adds to the project.

3. **Minimum Developer and Owner Capacity Requirements**

- a. **Financial Capacity**
 - Latest two (2) years of either signed federal income tax returns (including schedules or attachments, if any); or audited financial statements (with management letters, if any).

- Submit **Attachment 5 – Financing Terms for Developer’s Qualifying Project** to document the equity pricing and debt terms for the Qualifying Project submitted under Minimum Developer Experience.
- b. **Staffing Capacity**
- Description of Key Staff Experience – Provide written narrative of **no more than one page** (in Times New Roman font, 12 font size, and 1-inch margins) to document the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff.
 - Submit **Attachment 6 – Projected Staffing Workload Form**, documenting the work assignments (existing or contemplated) associated with each staff person expected to work on the Project for Developer.
 - On same Attachment 6, include also documentation of staff capacity of the Assisted Living Developer/Consultant.
- c. **Asset Management Capacity**
- Submit proposed Owner’s a recent Real Estate Owned (REO) schedule, documenting the number of projects and average number of units/project currently in Owner’s asset management portfolio.
 - Submit proposed Owner’s current asset management staffing, noting job titles, FTEs, and status of each position (filled/vacant).
 - Submit proposed Owner’s organizational chart.

4. Selection Criteria and Scoring

- a. **Experience** – Provide written narrative of **no more than four pages** (in Times New Roman font, 12 font size, and 1-inch margins).
- b. **Vision** - Provide written narrative of **no more than six pages** (in Times New Roman font, 12 font size, and 1-inch margins).

Additional documents submitted in this section will not be allowed. The two written narratives above will only be the only documents reviewed and scored by the panel.

5. Evidence of Authority

Provide a certified corporate resolution of the applicant or, in the case of a partnership, the applicant’s general partner, expressly authorizing the applicant to provide a response to this RFQ and, if selected by the City, to enter into negotiations with the City for the long-term lease of the MOHCD Site.

6. Disclosure Form

Submit a completed and signed copy of **Attachment 7 – Disclosures**, which requires any respondent to this RFQ to disclose defaults, lawsuits, legal proceedings, bankruptcy filings or financial interests affiliated with MOHCD staff or Citywide Affordable Housing Loan

Committee members. The individual who signs the form must be authorized to enter into legal agreements on behalf of the Respondent.

Note Regarding Submittals: Respondents may amend their response prior to the submission deadline. However, after the submission deadline, corrections are only allowed if immaterial and at the sole discretion of MOHCD.

V. TERMS AND CONDITIONS OF REQUEST FOR QUALIFICATIONS

A. DEVELOPER RESPONSIBILITIES

The Selected Developer will be responsible for all aspects of development of the Site, including but not limited to the following:

- Involving local community stakeholders in the program setting and initial design of the Site.
- Conducting all appropriate due diligence, investigating and determining conditions of the Site and the suitability of the Site for the proposed Development.
- Securing all required development approvals, including but not limited to any necessary permits or approvals from the City's Planning Department, including CEQA clearance, and Department of Building Inspection, and from Federal and State agencies associated with environmental and historic preservation reviews (including Certificates of Appropriateness) as applicable.
- Obtaining adequate financing for all aspects of the proposed Development, including predevelopment, construction and operation.
- Designing and building the Development in a manner that produces a high-quality, enduring living environment.
- Owning, managing, and operating the Development in a manner that ensures its long-term financial viability and the ongoing satisfaction of residents.
- Complying with the requirements of any financing for the Development, including but not limited to:
 - a. Equal Employment Opportunities – The Selected Developer will be required to comply with local and federal procurement requirements, including the provision of equal employment opportunities for disadvantaged business consultants, architects, contractors, and other potential development team members to participate in the Development. To ensure that equal opportunity plans are consistent with City and Federal procurement requirements, sponsors should meet with MOHCD and San Francisco Contract Monitoring Division (CMD) staff prior to hiring their development team to develop a plan for such compliance. Although the City's Contract Monitoring Division (CMD) does not require prior approval or monitoring of procedures for selecting the architect for purposes of responding to this RFQ, the architect's Small Business Enterprise (SBE) status will be counted toward the overall Development's procurement goals which will be set at a later date.

- b. Environmental Review - Depending on conditions at the Development Site and on Development plans, the proposed Development will be subject to review under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and specifically the Section 106 historical resources preservation review. Department of City Planning design review may also be required.
- c. Accessibility Requirements - Development sponsors will be responsible for meeting all applicable accessibility standards related to publicly-funded multifamily housing under Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act, the Americans with Disabilities Act, and certain statutes and regulations of the City and County of San Francisco. At least 50% of all units must be adaptable and a minimum of 10% of the units must be accessible, including units for the visually and hearing impaired.
- d. Prevailing Wages – This Development will be subject to applicable local, state or federal requirements with regard to labor standards. Developers should take prevailing wage requirements and labor standards into account when seeking estimates for contracted work, especially the cost of construction, and other work to which the requirements apply, and when preparing development budgets overall.
- e. Employment and Training – The Selected Developer will be required to work with the CityBuild initiative of the Office of Economic and Workforce Development to comply with local and federal requirements regarding the provision of employment opportunities for local and low-income residents and small businesses during both the development and operation of the Development, including complying with the City’s First Source Hiring requirements.
- f. Sustainable Design – The Mayor’s Office of Housing seeks to maximize the overall sustainability of financed projects. The selected development team will be required to pursue any funding that may become available to help pay for the cost of planning and implementing green building components.
- g. Minimum Insurance Requirements – see Exhibit A – Minimum Insurance Requirements.

B. ERRORS AND OMISSIONS IN RFQ

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

C. ADDENDA TO RFQ

MOHCD may modify the RFQ, prior to the response due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person or firm listed with

MOHCD as having received a copy of the RFQ for proposal purposes. MOHCD will make reasonable efforts to notify Respondents in a timely manner of modifications to the RFQ. Notwithstanding this provision, the Respondent shall be responsible for ensuring that its proposal reflects any and all addenda issued by MOHCD prior to the proposal due date regardless of when the proposal is submitted.

D. OBJECTIONS

1. **RFQ Terms.** If any interested party objects to any provision or legal requirement in this RFQ, such party must provide written notice to MOHCD setting forth with specificity the grounds for the objection no later than seven (7) calendar days of the date for submitting qualifications (See Section II(A)). Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection to this RFQ.
2. **Notice of Non-Responsiveness.** A Respondent may object to a determination that its submission of qualifications is non-responsive to this RFQ by delivering written notice to MOHCD setting forth with specificity the grounds for the objection no later than seven (7) calendar days after the date of the written notice to Respondent of MOHCD's determination of non-responsiveness. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.
3. **Selection of Development Team for Exclusive Negotiations.** A Respondent may object to the selected Development Team and MOHCD Director's authorization to proceed with exclusive negotiations with such Development Team by delivering written notice to MOHCD setting forth with specificity the grounds for the objection by no later than seven (7) calendar days after the selected Development Team has been announced and made public by MOHCD. If a Respondent files a timely objection, the MOHCD Director will review such objection and respond in a timely manner, and MOHCD's authorization to enter into exclusive negotiations with the selected Development Team will not be binding until the MOHCD Director denies the objection. Failure to object in the manner and within the time set forth in this paragraph will constitute a complete and irrevocable waiver of any objection.
4. **Delivery of Objections.** Respondents must submit objections in writing, addressed to the person identified in this RFQ, and delivered to the MOHCD receptionist during business days between the hours of 8:00 a.m. and 5:00 p.m. at 1 South Van Ness Avenue, 5th Floor by the dates specified above in order to be considered. Written objections should be transmitted by a means that will provide written confirmation of the date MOHCD received the objections. If a written objection is delivered by US mail, the Respondent bears the risk of non-delivery by the deadlines specified above.

E. CLAIMS AGAINST MOHCD

No Respondent will obtain by its response to this RFQ, and separately by its response waives, any claim against MOHCD by reason of any or all of the following: any aspect of this RFQ, any part of the selection process, any informalities or defects in the selection process, the rejection of any or all proposals, the acceptance of any proposal, entering into exclusive negotiations, conditioning exclusive negotiations, terminating exclusive negotiations, approval or disapproval of plans or drawings, entering into any transaction documents, the failure to enter into a lease or lease disposition and development agreement, any statements, representations, acts, or omissions of MOHCD, the exercise of any discretion set forth in or concerning any of the above, and any other matters arising out of all or any of the above.

F. SUNSHINE ORDINANCE

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

G. RESERVATIONS OF RIGHTS BY THE CITY

1. The issuance of this RFQ and the selection of a developer pursuant to this RFQ are in no way a limitation of the discretion of any City board, commission, department, employee or official with respect to any review or approval required in connection with the proposed Development. The City's selection of a developer is in no way deemed to be the final approval of any Development proposed by the developer, and the City reserves the right not to proceed with the Development for any reason.
2. The information in this RFQ is provided solely for the convenience of respondents. The City expressly reserves the right at any time to do waive or correct any defect or technical error in any response or procedure, as part of the RFQ or any subsequent negotiation process; reject any or all responses, without indicating the reasons for such rejection; cancel this RFQ at any time prior to award and reissue a Request for Qualifications; modify or suspend any and all aspects of the selection procedure, the scope of the proposed Development or the required responses, or the processes indicated in this RFQ; request that respondents clarify, supplement or modify the information submitted; extend deadlines for accepting responses, or request amendments to responses after expiration of deadlines; negotiate with any, all or none of the respondents to this RFQ; make a selection based directly on the proposals, or negotiate further with one or more of the respondents; during negotiation, expand or contract the scope of the proposed Development, or otherwise alter the Development

concept in order to respond to new information, community or environmental issues; if at any time prior to the execution of binding agreements with the selected Development Team, MOHCD, in its sole discretion, determines that the selected Development Team will be unable to proceed with a timely and feasible Development in accordance with this RFQ or that the agreement will not serve in the City's best interest, MOHCD may terminate negotiations with the selected Development Team and begin negotiations with the next highest ranked Respondent; or determine that no Development will be pursued.

3. The issuance of this RFQ does not obligate the City to pay any costs whatsoever incurred by any respondent, including but not limited to costs incurred in connection with the preparation or presentation of responses or negotiations with the City. Developer teams responding to this RFQ do so at their own expense.
4. The issuance of this RFQ is only an invitation to submit qualifications, and does not constitute an agreement by the City that any contract will actually be entered into by the City with respect to the Development. This RFQ does not in any way limit the discretion of any City board, commission, employee or official with respect to any review or approval of any aspect of a proposed Development. The City may determine to reject any and all other proposals, in whole or in part, prior to award, and may re-advertise a request for qualifications for this Project under such terms the MOHCD Director deems to be in the City's best interest. Moreover, the determination to proceed with the Development is subject to the availability of resources and the City's budgetary and fiscal provisions of the City charter, which are exercised solely within the discretion of the Mayor and Board of Supervisors.
5. The City will not approve any ground lease for the Site that would allow for its development until there has been compliance with the California Environmental Quality Act (CEQA), and, as applicable, the National Environmental Protection Act (NEPA). If the proposed Development is found to cause significant adverse impacts, the City reserves absolute discretion to require additional environmental analysis, and to: (a) modify the Development to mitigate significant adverse environmental impacts; (b) select feasible alternatives which avoid significant adverse impacts of the proposed Development; or (c) reject or proceed with the Development as proposed, depending upon a finding of whether or not the economic and social benefits of the Development outweigh otherwise unavoidable significant adverse impacts of the Development.
6. The City reserves the right to disqualify any respondent to this RFQ based on any real or apparent conflict of interest that is disclosed by the responses submitted or on the basis of other information available to the City. The City may exercise this right in its sole discretion.

Exhibit A: Minimum Insurance Requirements

1. Developer, Contractors.

(a) to the extent Developer or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident, injury or illness;

(b) commercial general liability insurance, with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; products and completed operations; broad form property damage; and explosion, collapse and underground (XCU) coverage during any period in which Developer is conducting any activity on, alteration or improvement to the Family Site with risk of explosions, collapse, or underground hazards;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering all negligent acts, errors and omissions of Developer's architects, engineers and surveyors. If the professional liability insurance provided by the architects, engineers, or surveyors is "Claims made" coverage, Developer shall assure that these minimum limits are maintained for no less than three (3) years beyond completion of the constructions or remodeling. Any deductible over Fifty Thousand Dollars (\$50,000) each claim must be reviewed by Risk Management; and

(e) a crime policy or fidelity bond covering Developer's officers and employees against dishonesty with respect to the Funds of no less than Seventy-Five Thousand Dollars (\$75,000) each loss, with any deductible not to exceed Five Thousand Dollars (\$5,000) each loss, including the City as additional obligee or loss payee;

(f) pollution liability and/or asbestos pollution liability applicable to the work being performed with a limit no less than One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) annual aggregate per policy. This coverage shall be endorsed to include Non-Owned Disposal Family Site coverage. This policy may be provided by the Developer's contractor, provided that the policy must be "claims made" coverage and Developer must require Developer's contractor to maintain these minimum limits for no less than three (3) years beyond completion of the construction or remodeling.

2. Property Insurance.

Developer must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

(a) Prior to construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all improvements prior to commencement of construction and City property in the care, custody and control of the Developer or its contractor, including coverage in transit and storage off-Family Site; the cost of debris removal and demolition as may be made reasonably necessary by such perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(b) During the course of construction:

(i) Builder's risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Developer or its contractor, including coverage in transit and storage off-Family Site; the cost of debris removal and demolition as may be made reasonably necessary by such covered perils, resulting damage and any applicable law, ordinance or regulation; start up, testing and machinery breakdown including electrical arcing, copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk policy is issued on a declared-Development basis; and with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City and all subcontractors as loss payees.

(ii) Performance and payment bonds of contractors, each in the amount of One Hundred Percent (100%) of contract amounts, naming the City and Developer as dual obligees or other completion security approved by the City in its sole discretion.

(c) Upon completion of construction:

(i) Property insurance, excluding earthquake and flood, in the amount no less than One Hundred Percent (100%) of the replacement value of all completed improvements and City property in the care, custody and control of the Developer or its contractor. For rehabilitation/construction Developments that are unoccupied by residential or commercial tenants, Tenant must obtain Property Insurance by the date that the Development receives a Certificate of Substantial Completion.

(ii) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Family Site that is

used by Developer for heating, ventilating, air-conditioning, power generation and similar purposes, in an amount not less than one hundred percent (100%) of the actual replacement value of such machinery and equipment with a deductible not to exceed Ten Thousand Dollars (\$10,000) each loss, including the City as loss payee.

The following notice is provided in accordance with the provisions of California Civil Code Section 2955.5: Under California law, no lender shall require a Developer, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

3. Commercial Space.

Developer must require that all nonresidential tenants' liability insurance policies include Developer and the City as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Development, Developer must require commercial tenants to maintain insurance as follows:

(a) to the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars (\$1,000,000) each accident;

(b) commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broad form property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

(c) business automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

(d) with respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars (\$1,000,000), as appropriate;

(e) special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

(f) full coverage plate glass insurance covering any plate glass on the commercial space.

4. General Requirements.

(a) General and automobile liability policies of Developer, contractors, commercial tenants and property managers must include the City, including its Boards, commissions, officers, agents and employees, as an additional insured by endorsement acceptable to the City.

(b) All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to the City before cancellation or intended non-renewal is effective.

(c) With respect to any property insurance, Developer hereby waives all rights of subrogation against the City to the extent of any loss covered by Developer's insurance, except to the extent subrogation would affect the scope or validity of insurance.

(d) Approval of Developer's insurance by the City will not relieve or decrease the liability of Developer under this Agreement.

(e) Any and all insurance policies called for herein must contain a clause providing that the City and its officers, agents and employees will not be liable for any required premium.

(f) The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase, unless Developer demonstrates to the City's satisfaction that the increased coverage is commercially unreasonable and unavailable to Developer.

(g) All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(h) Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

(i) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period

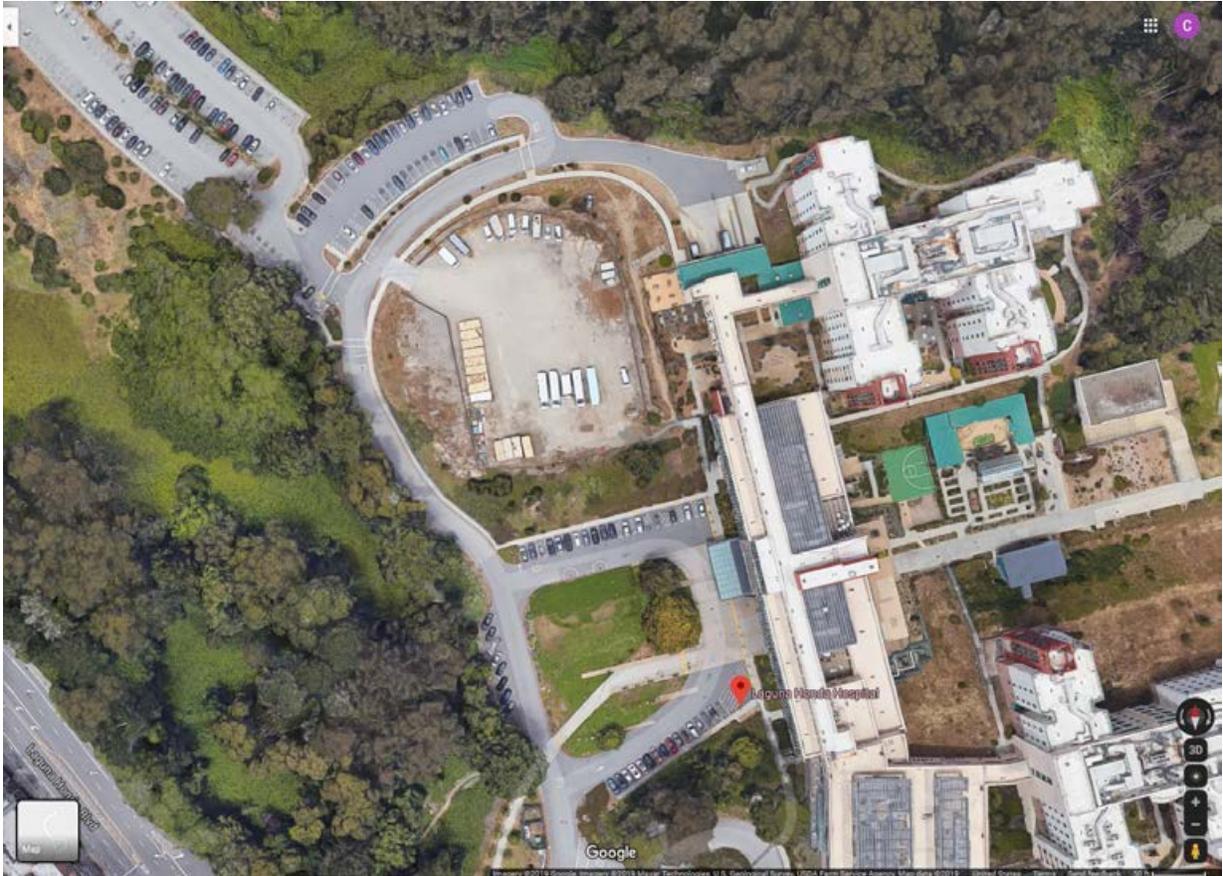
ending no less than three (3) years after recordation of a notice of completion for builder's risk or the Compliance Term for general liability and property insurance.

(j) Developer must provide the City with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.

VI. APPENDICES

Exhibit 1

Map of the Site



Attachment 1

RFQ Submittal Checklist

See attached spreadsheet

Attachment 2

RFQ Registration Form

Laguna Honda Hospital, 375 Laguna Boulevard

Name of Organization:

Address:

Contact Person:

Phone:

Email:

Attachment 3

Respondent Description

See attached document

Attachment 4

Qualifying Project Form

See attached document

Attachment 5

Financing Terms for Developer's Qualifying Project

See attached document

Attachment 6

Projected Staffing Workload Form

See attached spreadsheet

Attachment 7

Disclosures

Instructions: *Please respond completely to each question below. If the Respondentⁱ is an individual, then the information relative to that individual should be disclosed. If the Respondent is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the Respondent is a corporation, then the information relative to the corporation should be disclosed.*

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

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

3. Are there any prior or pending administrative complaints/hearings against or any debarment or suspensions of or other administrative determinations by any federal, state or local government entity relating to Respondent, against any of Respondent's affiliated corporations or partnerships in which Respondent is a general partner, or other business entity? If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status:

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

5. Describe any business, property, gifts, loans, investments or other financial relationships Respondent, or its individual principals, corporation, LLC, LLP, affiliated corporations or partnerships in which Respondent is a general partner, may have with any senior staff of the Mayor's Office of Housing and Community Development (MOHCD) or any member of the Citywide Affordable Housing Loan Committee or his/her immediate family which are considered a financial interest as defined by Section 87103 of the Fair Political Practices Act.ⁱⁱ

Respondent hereby certifies under penalty of perjury under the laws of the State of California that all information provided in this Disclosure questionnaire is true and correct.

Date: _____

Signed: _____

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

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