

1 [Administrative Code - Arts Commission Contracting Authority]

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3 **Ordinance amending the Administrative Code to authorize the Arts Commission to**
 4 **contract for the development, fabrication, maintenance, conservation, removal, or**
 5 **installation of art work.**

6 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
 7 **Additions to Codes** are in *single-underline italics Times New Roman font*.
 8 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
 9 **Board amendment additions** are in double-underlined Arial font.
 10 **Board amendment deletions** are in ~~strikethrough Arial font~~.
 11 **Asterisks (* * * *)** indicate the omission of unchanged Code
 12 subsections or parts of tables.

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11 Be it ordained by the People of the City and County of San Francisco:

12

13 Section 1. The Administrative Code is hereby amended by adding Section 6.75, to read
 14 as follows:

15 **SEC. 6.75. CONTRACTING BY THE ARTS COMMISSION FOR THE DEVELOPMENT,**
 16 **FABRICATION, MAINTENANCE, CONSERVATION, REMOVAL, AND/OR INSTALLATION**
 17 **OF ART WORK.**

18 *In the administration of the civic art collection and other works of art owned by or in the care of*
 19 *the City and County of San Francisco, and when such art work requires development, fabrication,*
 20 *maintenance, conservation, removal, and/or installation by a Contractor, the Arts Commission may*
 21 *enter into Contracts for definite or indefinite quantities of work for such development, fabrication,*
 22 *maintenance, conservation, removal, and/or installation in conformance with the following procedures:*

23 *(a) General As-Needed Contracts. The Director of Cultural Affairs may issue an*
 24 *Advertisement For Bids for development, fabrication, maintenance, conservation, removal, and/or*
 25 *installation services on an as-needed basis, with work to be assigned by contract service orders based*

1 on costs contained in the Bid. The as-needed Contract shall provide for a not-to-exceed amount and an
2 expiration term of not more than five years, including all modifications. The Director of Cultural
3 Affairs shall not issue any new contract service order after four years from the date the Contract is
4 certified by the Controller. Additionally, the cumulative modifications to the as-needed Contract shall
5 result in a contract sum not to exceed 150% of the original Contract amount. No contract service order
6 or multiple contract service orders for any single Public Work, whether in one phase or multiple
7 phases, shall cumulatively exceed the Threshold Amount. Notwithstanding the above, the Arts
8 Commission may authorize any contract service order(s) to exceed the Threshold Amount only upon
9 review of the Director of Cultural Affairs' written determination establishing the need for the work and
10 the justification for proceeding under this Section 6.75 rather than by formal competitive process.

11 (b) **Master Agreement Contracts.** The Arts Commission may award master agreement
12 Contracts for the development, fabrication, maintenance, conservation, removal, and/or installation of
13 art work on an "if-and-as-needed" basis, to qualified Contractors in conformance with the following
14 procedures:

15 (1) **Contract Award.** The Arts Commission may award master agreement Contracts, on
16 an "if-and-as-needed" basis to Contractors who can establish all of the licensing, qualifications,
17 experience, and certifications, as required by the Director of Cultural Affairs. A Contractor may apply
18 for a master agreement under this Section 6.75 by providing the Director of Cultural Affairs with a
19 statement of its experience and qualifications and other information as required by the Director of
20 Cultural Affairs. Within 60 days of receiving such information, the Director of Cultural Affairs shall
21 advise the applicant of its eligibility for an award of a master agreement.

22 (2) **Contract Terms.** Master agreements shall provide for an expiration term of not more
23 than five years from the date of Award, including all modifications. All master agreements shall
24 provide for a maximum total dollar value of work each Contractor is authorized to perform during the
25 contract period. No master agreement may be modified to exceed 150% of the original contract

1 amount. Master agreements shall contain no minimum dollar amount. Master agreements shall provide
2 that the Director of Cultural Affairs may assign work on a task order basis, “if-and-as-needed,”
3 through competition among master agreement Contractors.

4 (3) Task Order Competitive Solicitation. To assign work under master agreement
5 Contracts, the Director of Cultural Affairs shall solicit Quotations from no fewer than three qualified
6 master agreement Contractors. Solicitations shall conform to Section 6.21, except that neither a
7 published advertisement nor bid security shall be required. Solicitations shall include a description of
8 the proposed task order scope of work, including plans or specifications, if any, and may include
9 provisions for liquidated damages for delay if and as appropriate to the particular project. Responsive
10 Quotations must include subcontractor listing, if any, in conformance with subsection 6.21(a)(9).

11 (4) Task Order Award. The Director of Cultural Affairs shall issue a task order for the
12 performance of work under a master agreement to the Contractor submitting the lowest Responsive
13 Quotation. In the event that the Director of Cultural Affairs is unable to obtain three Quotations, the
14 award shall be based on the Quotation or Quotations received. If the Director of Cultural Affairs
15 believes that the public interest would best be served, by accepting other than the lowest Quotation, the
16 Director of Cultural Affairs is hereby authorized to accept the Quotation that in his or her discretion
17 will best serve the public interest.

18 (5) Task Order Terms. No task order or multiple task orders for any single Public
19 Work, whether in one phase or multiple phases, shall cumulatively exceed the Threshold Amount,
20 including all modifications. Notwithstanding the above, the Arts Commission may authorize to exceed
21 the foregoing limitation only upon the review of the Director of Cultural Affairs’ written determination
22 establishing the urgency of the work and the justification for proceeding under this Section 6.75, rather
23 than through San Francisco Public Works, in conformance with Section 6.2.

24 (c) **Best Value.** The Director of Cultural Affairs is authorized to issue requests for proposals
25 for the development, fabrication, maintenance, conservation, removal, and/or installation of art work

1 estimated to cost less than \$1,000,000. Proposals will be evaluated based upon qualifications, cost, and
2 any other criteria stated in the request for proposals. The Arts Commission may award the Contract to
3 the highest-ranked Responsible proposer. If award to such proposer is not made for any reason, the
4 Arts Commission may award the Contract to the next highest-ranked proposer.

5 (d) Other Procurements. The Director of Cultural Affairs may contract for the development,
6 fabrication, maintenance, conservation, removal, and/or installation of art work estimated to cost less
7 than \$1,000,000, subject to the provisions of Section 6.73.

8 (e) Contract Terms and Conditions. Except as provided above, Contracts awarded under this
9 Section 6.75 shall conform to the requirements of this Chapter 6 and Administrative Code Chapters
10 12B, 12C, and 14B, as applicable. Any Contract awarded under this Section 6.75 shall require the
11 Contractor to coordinate its efforts with the artist, the Director of Cultural Affairs, the department
12 responsible for any related Public Work, and the Contractor performing such Public Work, if any.

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14 Section 2. Effective Date. This ordinance shall become effective 30 days after
15 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
16 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
17 of Supervisors overrides the Mayor's veto of the ordinance.

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19 APPROVED AS TO FORM:
20 DENNIS J. HERRERA, City Attorney

21 By: _____
22 LAUREN CURRY
23 Deputy City Attorney

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