



# City and County of San Francisco

**Port of San Francisco  
Engineering Division**

## REQUEST FOR QUALIFICATIONS FOR AS-NEEDED ENGINEERING AND RELATED PROFESSIONAL SERVICES RFQ# Port 2016-2

### PRE-SUBMITTAL MEETING:

**March 15, 2016 10:00 am Port of San Francisco, Pier 1, The Embarcadero  
San Francisco, CA 94111**

**CONTACT: Boris Delepine, 415-274-0443, boris.delepine@sfport.com**

### Background

The Port of San Francisco (“Port”), a department within the City & County of San Francisco (“City”), is a self-supporting, enterprise agency overseeing 7-1/2 miles of property along the San Francisco Bay. This property is held in “public trust” for the people of California. As trustee of this property since 1969, the Port is required to promote maritime commerce, navigation, and fisheries, as well as to protect natural resources and develop recreational facilities for public use.

The Port is seeking four highly qualified Engineering and Related Professional Services teams to provide contract services on an as-needed basis. The Port anticipates awarding four separate contracts, each with a four-year term (with option to renew for one year), and each not to exceed \$1.5 million in amount.

The Port seeks as-needed consulting services to assist in assessing the conditions and maximizing the value Port assets. Successful respondents must have experience working with ports, municipalities, or similar government agencies on complex assignments in specialized fields, as described later in this document.

### Intent of this RFQ

Through this Request for Qualifications (RFQ), the Port intends to create a list of prequalified teams of consultants. The Port further intends to immediately select no fewer than four of the pre-qualified teams for contract award for as-needed services. If more than four teams are pre-qualified, contracts will be awarded to the four teams deemed most qualified based on the RFQ Evaluation Criteria and the selection process described herein.

### Schedule\*

RFQ Issued	March 4, 2016
Deadline for RFQ questions	March 17, 2016 (12pm PST)
Answers to RFQ questions posted online	March 22, 2016
Deadline for RFQ responses	April 5, 2016 (12pm PST)
Intent to award notification	May 5, 2016
Contract term commences	May 29, 2016

\*Each date subject to change. Check website for latest schedule.

### RFQ Questions and Communications

To ensure fair and equal access to information about this RFQ, e-mail your questions to Boris Delepine at boris.delepine@sfport.com.

**Submittal questions must be in writing and received on or before March 17, 2016.** No

questions will be accepted after this time with the exception of City vendor compliance or Contract Monitoring Division subconsulting requirement questions. A summary of the questions and answers pertaining to this RFQ will be posted on the Port website at www.sfport.com under “RFPs / RFQs.”

**PRE-SUBMITTAL MEETING: March 15, 2016, 10:00 am** at the Port offices at Pier 1.

# 1. Introduction

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General terms used in this RFQ will have the following meanings. The “Respondent” refers to any entity submitting a response to this Request for Qualifications (“RFQ”). The “Submittal” or the “Statement of Qualifications” refers to a qualifications package submitted in response to this RFQ. The terms “Consulting Team”, “Prime Consultant”, and “Sub-consultant”, are also used throughout the document. A Consulting Team is a grouping of consultant firms consisting of a Prime Consultant who will serve as the prime contractor if selected by the Port for contract award, and a set of subconsultants. A “Master Agreement”, “Agreement” or “Contract” refers to a non-project specific, blanket contract between the Port and Prime Consultant. A “Contract Service Order”, or “CSO”, refers to a project-specific work assignment requested/authorized by the Port under the terms and conditions of the Master Agreement. A “pool” refers to approved Consulting Teams selected for contract award pursuant to this RFQ.

## 1.1 Statement of Need and Intent

Through this Request for Qualifications (“RFQ”) the Port is seeking qualified consultants capable of providing engineering and related professional services in a timely and efficient manner to meet the Port’s capital project planning, development, property management, and maritime operations. The Port is engaged in a major 10-Year Capital Plan and has the constant challenge of managing an aging infrastructure. Depending upon the project, consultants which receive contract awards may work in conjunction with the Port’s technical staff and/or other consultants hired by the Port as part of a project team. In the performance of these activities, the Port will require assistance in the form of specialized knowledge, expertise, and state-of-the-art techniques that are beyond the capabilities of its own staff and resources. Requested services may involve an entire project, several projects, and part of a project or for any project phase. The nature of these services will be primarily engineering related.

The Port desires to award four (4) separate and distinct contracts to supplement staff resources for engineering related services on an as-needed basis. A twenty percent (20%) Local Business Enterprise (LBE) subcontracting goal has been established by the San Francisco Contract Monitoring Division (CMD) under Chapter 14B of the San Francisco Administrative Code. Each contract will not exceed \$1,500,000 in amount with four-year terms (contract durations). In addition, the Port shall have the option to extend the term of each contract for one additional year, which the Port may exercise in its sole, absolute discretion. However, the Port does not guarantee any contract award, the contract amount indicated, or any contract extension/renewal.

This RFQ is not directed at any one specific project. To make its pre-qualification determination, the City will review qualifications, including prior project information, lead staff qualifications, and other information.

## 1.2 Background

In 2012, the Port previously solicited and procured contracts for similar services under an RFQ entitled: “As-Needed Engineering Services.” Three contracts were awarded under that solicitation, which are due to expire March 31, 2017. These contracts were awarded to: 1) Creegan & D’Angelo/AGS; 2) Gerwick/SDE; and 3) Parsons Brinckerhoff, Inc/Structus. While these current firms are allowed to compete in this new procurement, they shall receive no preference in the selection process and thus must compete as any other interested party.

The following are examples of prior and pending project-related work awarded under Contract Service Orders (CSOs) issued to the current pool of As-Needed Architectural and Engineering Contracts.

<b>CSO Project Description</b>	<b>CSO Amount</b>
On Call Scoping and Technical Advice, Peer Review, and Plan Checking	\$ 75,000
Copra Crane Monument Rehabilitation	\$ 161,232
Pier 70 Engineering Support	\$ 64,514
Structural Surveying Conditions of Various Substructures	\$ 177,000
As Needed CAD Drafting Assistance	\$ 40,000
Islais Creek Hydrosurvey	\$ 7,500
Pier 96 Sheetpile Wall Condition Survey	\$ 47,300
Pier 40 Rapid Condition Assessment Survey	\$ 24,710
Pier 31 Building & Roof Repair	\$ 129,715
Pier 80 Sanitary Sewer System Upgrades	\$ 199,523
Peer Review of Seawall Earthquake Study	\$ 100,406
Pier 30-32 Substructure Strengthening and Repair	\$ 46,744
Wharf J-9 Seawall Repair	\$ 63,186
Pier 23 & 29 Façade Restoration	\$ 41,465
As Needed Fire Protection Services	\$ 60,000

## **2. Scope of Work**

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The Scope of Work described below shall provide a general guide but is not intended to be a complete list of all work that may be required. Firms that are awarded contracts from this solicitation process may be requested to develop, design, perform analysis and/or assist in preparing engineering, construction or related documents for a variety of large Port projects that will later be completed.

To minimize the potential for a conflict of interest or unfair competitive advantage, Respondents (including Lead Consultant and all Sub-consultants) must be aware that if they enter into a contract with the Port to provide services sought by this RFQ, the Port reserves the right, in its sole discretion, to disqualify them from later serving as a consultant or sub-consultant to others (such as a developer) for the project(s) or site(s) for which the consultant or sub-consultant provided services to the Port. Such relationships must be disclosed to Port staff as the situation arises to avoid debarment from further work at the Port.

To minimize duplication of effort and to allow the Port to coordinate data requests and data distribution for the work on multiple projects, past and future, the City reserves the right to share or disclose to other City contractors the findings and data of selected Contractors, as deemed appropriate by the City.

The selected as-needed consultants will provide comprehensive engineering and related professional services to support the Port in its on-going efforts to effectively and economically develop, utilize and maintain its varied infrastructure and facility assets as well as conduct related operations. This work is primarily engineering related.

Due to the nature of as-needed services, it is not feasible to define the precise scope of work in advance. Instead, the Port can only indicate the types of professional disciplines and work that might be required. Services may include full design services, partial specialized services or partial design services to supplement Port staff. The selected Consulting Teams will include civil or structural engineering firms as the Prime Consultant (contracting entity). Once the pre-qualified pool of consultants has been established, individual work tasks will be assigned to consultants based upon the Port's evaluation of all available Consultant Teams qualifications and technical expertise for the particular needs of the work task under consideration. Depending upon the project task, the Port may elect to seek proposals from all members of the pre-qualified pool to determine to assist in selecting the most suitable Consulting Team available within the pre-qualified pool. (See Section 2.3, Means of Engagement, below.)

The types of work and disciplines will likely include the following:

<b>MAJOR CATEGORIES OF WORK</b>	<b>MINOR CATEGORIES OF WORK</b>
Structural Engineering	Elevator/Escalator Consulting
Civil Engineering	Construction Management Services
Mechanical Engineering	Special Inspection & Testing
Electrical Engineering	Project Programming and Planning
Utility and Energy Efficiency	Scheduling
Green Building	Tidal Wave Evaluation
LEED Certification and Standards	Fire Protection
Historic Preservation Architect	Facility Security Evaluation Services
Cost Estimating	Transportation and Traffic Engineering
Specification Writer (Construction & Professional Services)	Corrosion and Materials Engineering
Marine Engineering	Project Management
Coastal Engineering	Cruise Terminal Operations
Dredging Inspection	Annual Testing and Re-commissioning Services for the Pier 27 Shore Power System
Constructability Reviews	Peer Reviews
Archeologist	Crane Inspection, Testing and Certification Services
Railroad Engineering Consulting	Survey and GIS
ADA Design, Inspections, and Transition Plan	
Special Inspection and Testing	
Building Occupancy Resumption Program	
Geotechnical Engineering	

The Port does not guarantee that any or all of the above sample of services or disciplines will be required under any of the as-needed contracts. The above categories are to be used as a guide only. Respondents to the RFQ may propose other services as well.

Design and engineering services may be related but not limited to the following types of activities and facilities:

- Roadways, parking lots and guardrails
- Dredging

- Piling – marine and land based
- Bridges
- Harbors
- Seawall and breakwaters
- Piers and wharfs
- Buildings and other structures, including ADA compliance, superstructure, roof, and etc.
- Fire protection, alarm and sprinkler systems
- Cranes
- General utilities including electrical and mechanical such as electrical distributions, controls, lightings, HVAC, piping systems, sewage, pump stations, boilers and etc.
- Stormwater and wastewater systems
- Marine vessels
- Marine fender systems
- Security enhancements
- Heavy railroad Improvements
- General Architecture
- Landscape Architecture
- Surveying
- Environmental engineering
- Container crane consulting
- Project Management
- AutoCAD
- Subsurface Utility Engineering
- Aerial/Photogrammetric Services
- Community Relations
- Value Engineering
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## **2.1 Additional Services**

As part of the maintenance for the Pier 27 Cruise Terminal, annual testing and re-commissioning services for the Pier 27 Shore Power System may be required. The recurring annual scope may likely include the following:

Services necessary for annual testing and re-commissioning of the Pier 27 Shore Power System including, but not limited to, the following:

- Annual inspection and cleaning of the Shore Power System equipment
- Review of annual relay coordination study
- Comprehensive annual system testing, including required third-party testing
- Testing of medium voltage cabling system
- Provision of a complete system testing report to the Port
- Performance of annual system commissioning with coordination by the Port
- Complete system controls and breaker operations test with MV test mobile
- System verification in accordance with International Electrotechnical Commission (IEC)

In addition, the Port may require as-needed additional off-season maintenance, and / or upgrades and repairs for the Pier 27 Shore Power System as recommended by the consultant and/or requested by Port, and subject to Port's approval.

The Port may also require other specialty consultant services for the completion of projects, as needed by the Port. If such services are required, the Port will provide specific definition of the services and written authorization from the Port Executive Director or his/her designee. Once the scope of work and fees have been established for a project assignment, the Prime Consultant will be responsible for staying within budget, scope, and schedule. During work progress, the Prime Consultant may be required to make minor changes in the scope of work at no additional expense to the Port. The final decision as to what constitutes a minor change rests with the Port Executive Director or his/her designee. Should major changes in the Scope of Work be necessary after the Master Contract and/or CSO has been issued, the Port will negotiate appropriate amendments to the Master Agreement (Contract) or CSO pursuant to Port policy.

The selected consultant teams will be required to perform at their own expense the redesign or revision of drawings, specifications, or other materials furnished under the agreement, if the Port determines that such revision is necessary to correct errors or deficiencies for which the Consulting Team is responsible

## **2.2 General Standards of Work**

The Port will determine the actual scope of work and specific assignments on an as-needed basis and may assign specific work through an informal Request for Proposal. All Consulting Teams will be required to review and execute the standard City contract for professional services referred to as the P-600 (see Appendix C – Agreement for Professional Services dated P-600 09/15). Contract review requirements are further discussed in the following sections (see §3.3 part 1). Additionally, consulting teams must sign a non-collusion affidavit (see Appendix D– Non-collusion affidavit).

## **2.3 Means of Engagement**

Respondent firms will receive a confirmation if they have been accepted to the pool of as-needed Consulting Teams. This notification will outline the requirements and timelines needed to prepare each Consulting team for as-needed work.

After Consultant Teams have been accepted to the pool, work will not be awarded until the Port determines that the required services cannot be performed by existing Port/City staff. After that determination, the Port will send a Notice of Intent to Award to one or all Consulting Teams stating the Port's intent to use the as-needed pool. After the Port has established the pre-qualified pool of Consultant Teams, the Port will assign or select individual Consultant Teams for specific work tasks based upon an evaluation of all available Consultant Teams' qualifications and suitability for the technical demands, anticipated scope, and particulars of the work task under consideration.

The Port and the selected Consulting Team shall then, through cooperation and negotiation, establish the agreed upon scope of services, personnel resources, project schedule, deliverables, conditions and restrictions, and compensation (based upon the fee schedule set by the as-needed contract) required and appropriate to meet the purpose and goals of the engagement. The Port reserves the right to request and require additional detailed proposals from its as-needed consultants to assist in the selection of a Consulting Team for any particular assignment.

When the scopes of services and fees have been established, the Port will issue a Contract Service Order (CSO). Once the CSO has been certified by the Controller's office a Notice to Proceed (NTP), a short notice stating the chosen consulting firm can begin work, will be issued. Unless a CSO specifies work to be performed on a time and materials basis, all CSOs issued under the as-needed contracts shall be compensated on a firm fixed fee basis.

Fee increases may be considered only if required by a major design or specification change based upon the following change order conditions and subject to the Port's written approval by way of a written CSO amendment:

- Owner initiated major changes in scope; or
- Materially different conditions that were unforeseeable;
- All other considerations for fee increases will be evaluated by the Port on a case by case basis and as circumstances warrant.

### **3. Response Requirements**

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#### **3.1 Time and Place for Submission of Responses**

Responses to this RFQ must be **received** no later than **12:00 p.m.**, on **Tuesday, April 5, 2016**. **Submittals may be delivered in person and date stamped at the Port of San Francisco's reception desk located at Pier 1, San Francisco, CA** or mailed to:

**Boris Delepine  
Contracts Manager  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111**

Postmarks will not be considered in judging the timeliness of submissions. Responses submitted by e-mail or facsimile will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure.

#### **3.2 Response Package**

Respondents shall submit **seven unbound copies of their submittal** in a sealed envelope clearly marked **As-Needed Engineering and Related Professional Services, Port of San Francisco**. Double-sided printing on recycled or recyclable white paper and 11-point font is required.

**The entire submittal shall include an electronic submission on CD with the narrative, contract documents, and Contract Monitoring Division (CMD) forms submittal in Adobe Acrobat PDF format.**

**Two hard copies of the CMD forms shall be submitted in a separate sealed envelope marked "CMD Forms" along with the firm name.**

The Port may disqualify any submittal as non-responsive for the following reasons:

- a. Submittals that are provided via fax or e-mail.

- b. Submittals that are late.
- c. The RFQ Submittal fails to meet the specified LBE goals and fails to include documented good faith effort outreach as required in the RFQ Appendix A.
- d. The RFQ Submittal does not meet the minimum qualifications requirements as specified in RFQ Section IV Evaluation and Selection Criteria.
- e. Acceptance of the submittal would otherwise violate applicable City and County of San Francisco Codes and Ordinances or other State or Federal laws.
- f. The Fee Schedule Submittal is not in the format required by the RFQ.
- g. The submittal is not in compliance with the following Format and Content of Submittals in Section 3.3.

### **3.3 Format and Content of Submittals**

Firms interested in responding to this RFQ must submit the following information, in the order specified below:

#### **1. Introduction and Executive Summary (up to 3 pages)**

Submit a letter of introduction and executive summary of the submittal. The letter must be signed by a person authorized to obligate your firm to perform the commitments contained in the proposal. The letter should address the firm's commitment to provide services requested under the Port's As-Needed Engineering and Related Professional Services Agreement. It should summarize the consultant team's approach to as-needed professional services and the scope of the services contained in this RFQ. Submission of the letter will constitute a representation that your firm is willing and able to perform the commitments contained in the submittal. The letter should identify a contact (with contact information including fax, telephone, mailing address and e-mail address) for future communications regarding the submittal and acknowledge all addenda to the RFQ. One page shall include a Project Team Service Matrix identifying team members providing each of the major and minor discipline categories listed in the RFQ under Section II. Scope of Work.

Proposers must acknowledge having read the P-600 Draft Contract attached as Appendix C and agree to execute a contract in substantially the same form. Proposers must confirm that the Insurance requirements, listed in Appendix E. and in Appendix C: P-600 Agreement for Professional Services; (paragraph 15) have been discussed with the firm's insurer or insurer representative to determine the ability to comply within seven (7) business days from the notification of acceptance to the as-needed consultant pool.

**The receipt of any and all addenda must be acknowledged in the cover letter.**

#### **2. Approach (up to 6 pages)**

Describe the services and activities that your firm proposes to provide to the Port. Include the following information:

- a. Overall approach to an "as-needed" contract including discussion of how your firm can support the Port based on your understanding of engineering issues that might be pertinent to the Port; and
- b. Ability to complete work assignments involving multiple disciplines in a timely and cost effective manner; and



- c. Approach to assignment of work within your firm's work team and how your team will complete tasks and deliverables to assure high quality end product, and
- d. State any constraints, problems and issues that should be anticipated during execution of the services to be provided and suggest approaches to resolving these constraints, problems and issues.
- e. Demonstrated understanding and acceptance of contract service orders when used for firm fixed price services versus time and materials services as applicable to the Port.
- f. Project management and contract administration approach to facilitate smooth and cost effective (to Port) contract service order and invoice processing i.e. earned value, project status reports, monthly billing (including subconsultant invoices) and budget/schedule/task completion accountability.

**3. Prime Consultant /Firm Qualifications** (up to 6 pages; 12 pages if Joint Venture is proposed)

Provide information on the Prime Consultant firm's background and qualifications which addresses the following:

- a. A brief description of the firm and background; and
- b. List of professional licenses, certifications and qualifications of the Prime Consultant; and
- c. Evidence of adequate staffing to perform work assignments in timely and high quality manner;
- d. The address of the San Francisco office where staff assigned to this project will work.
- e. A description of not more than three projects performed by the Prime Consultant firm similar in size and scope to the largest (dollar value contract) size and type of services historically required under the Port's as-needed contract . If a joint venture (also see additional note below), describe three such projects for each member of the joint venture entity. Your descriptions must be limited to one page per project and identify the client, who in your firm worked on the project, their role, project budget (consultant contract amount and construction budget), schedule, client reference contact information, and current status (date completed or anticipated to be completed).

It is the respondent's responsibility to assure that all contact information is current and includes names, telephone numbers, fax numbers and e-mail addresses. If contact information is not provided or incorrect for the purposes of verifying project experience, the submission may be deemed non-responsive. Current Port staff may not be listed as client references for these projects.

Note for Respondents forming a Joint Venture:

Respondents should submit their Joint Venture Agreement as specified by the San Francisco CMD Requirements as cited in RFQ Appendix A. In any event, the Joint Venture Agreement must be submitted no later than within four weeks after the Port's Notice of Intent to Award (see §2.4 for a description of the Notice of Intent to Award).

- f. Experience in providing project management and contract administration for as-needed contracts as well as experience tracking contract progress using earned value.

**4. Team Qualifications (up to 6 pages)**

Please refer to Minimum Qualifications in Section 4.2 for additional information on team qualifications. It is critical that the submittal clearly explain how the Consulting Team will organize and assemble an available team that will meet the RFQ needs.

Please be specific in addressing the following:

- a. Provide a list identifying: (i) each key person (staff who will spend at least 25% of their employment time on this contract) on the Consulting Team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the Port's prior approval (v) provide at least one alternate subconsultant resource on the team for construction management, electrical engineering, and structural engineering. If these disciplines are being used to meet the CMD Local Business Enterprise (LBE) subconsulting goal of this RFQ, then the alternate subconsultant must also be a certified LBE or micro-LBE. The Port prefers that where the two subconsultants listed for the aforementioned disciplines, primes include one each of an CMD certified LBE and micro-LBE.

Each Prime Consultant must have two qualified coastal engineering firms on its team.

- b. Provide a brief background on all subconsultant firms included in your team as well as a description of the experience and qualifications for each subconsultant's project team member, including summary of proposed assigned staff qualifications. More detailed resumes are to be included in an Appendix and must include education, licenses and verifiable related experience expressed in years.
- c. Provide an organization chart identifying the key team members.
- d. Commitment and availability of key staff at the prime and subconsultant levels (Indicate percentage of work time each key member will be able to spend on the as-needed contract work awarded from this RFQ).

- e. Describe the team's commitment to include certified Local Businesses Enterprises (LBEs) and other qualified subconsultant experts on the team. Where subconsultants do not have a previous working relationship or contract experience with the Port, describe how these subconsultant experts will be integrated as part of the team.
- f. Describe your previous working relationship with team members and how those working relationships will enhance the team synergy and quality of deliverable work product to the Port.

## 5. Professional References

Provide references for the proposed Prime Consultant and all key subconsultants, including the project title/agency, contract name, address and telephone/fax number as well as e-mail addresses of three recent clients (preferably other public agencies). **No current Port of San Francisco employees may be listed as references.** These references will not be scored, but will be used to determine minimum qualifications.

## 6. Fee Schedule

The Port intends to award contracts to the firms that it considers will provide the best overall program services and value. The Port reserves the right to accept a submittal without the lowest priced fee schedule and to reject any submittal where the fee schedule is deemed not responsive to this request. As such, the Port's Contract Manager will review the fee schedule submittal to assure responsiveness to the fee schedule submittal requirements. Any fee schedule that is not in compliance with the submittal requirements may result in a finding of non-responsiveness and rejection of the RFQ submittal.

The submittal must include fee schedules applicable for a three-year period. **Such fee schedules shall be provided in a separately sealed envelope together with the submittal.** Fee schedules shall be provided for the **prime and all subconsultants.** If the prime consists of a joint venture, fee schedules must be provided for each joint venture member or partner. The fee schedule should include billable hourly rates for all team members including subconsultants.

Include licenses, education and experience for any variances within the same classifications. Employees with different titles that perform basically the same work may be included in the table with an added column (parallel) to reflect any "working" job titles that might be different. Some work will be security sensitive and may require a Transportation Worker Identification Credential (TWIC). Visit the Transportation Security Administration ([www.tsa.gov](http://www.tsa.gov)) website for more information. Identify which employees meet the TWIC requirements.

Complete, but concise responses, are recommended for ease of review by the Evaluation panel (See Section 4.1). Responses should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

The following page illustrates an example fee schedule:

Assigned Staff Name	Professional Discipline/Job Classification	Job description*	Billable Hourly Rates
	Principal	This class represents division managers and supervises senior engineers (Section Managers)	
	Senior Engineer	This class represents section managers and typically supervises group leaders referred as "Engineers" in the City's Engineering Series.	
	Structural Engineer	This class is parallel to Engineer class but requires a SE license. Some jurisdictions such as City and County of San Francisco provide a premium pay for SE license. So the salary is about 10% more than Engineer	
	Engineer	This class represents group leaders typically supervises associate engineers	
	Associate Engineer	First Engineering Class in the engineering series that require a PE license	
	Staff Engineer	Engineers that are not licensed. These engineers typically do the bulk of the work. They may do the assignments under the supervision of licensed engineers (Associate Engineers, Engineers, Structural Engineers etc.)	
	Project Manager	The Project Manager (PM) has overall responsibility for the project work scope, schedule and budget. He is the project team's liaison to the client (project sponsor). He has overall responsibility for delivering the project on time with available funds. For smaller projects the Project Engineer and Project Manager could be the same person.	
	Project Engineer	This person is from the lead discipline of the project and has overall responsibility for all technical aspects of the project. The Project Engineer (PE) reports to the Project Manager for project budget, schedule and coordination issues. PE is responsible for documenting engineering progress information obtained from Design Lead Engineers and other support groups, including consultants and other City engineering groups. The PE ensures the integrity for completion of the critical Engineering Calculations. He/She coordinates activities among various disciplines (structural, civil, mechanical, electrical etc.) involved in the project.	
	Technician	The word engineering technician is generally used do designate all support engineering personnel (such as CADD Designer, CADD Drafter, Surveyor, Cost estimator, Scheduler etc.) who perform CADD work and other duties such as field surveys, quantity estimate, cost estimate etc.). This class does not require any BS degree in engineering fields but may require associate degrees from community colleges.	
	CADD Designer	CADD person with some engineering knowledge, does not require any BS degree in engineering fields but may require associate degrees from community colleges	
	CADD Drafter	lower level CADD staff	
	Cost Estimator	Person that prepares cost estimate for projects.	
	Scheduler	Person that prepares the project schedule. This is typically be done by either a project manager or project engineer.	
	Project Controls	Person that oversees the project contract administration (other than contract administration included in overhead such as RFIs)	
	Quality Control	Person that reviews the deliverables. This is typically done by the senior engineers or other licensed engineer	
	Other (Describe)		

## 4. Evaluation Criteria

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This section describes the City's criteria for analyzing and evaluating the responses and for Respondent pre-qualification. It is the City's intent to pre-qualify for Master Agreements those Respondent(s) that will provide the best overall service packages to the City. Consultant firms selected for pre-qualification are not guaranteed a contract. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified consultant firms are not fully capable to satisfy its needs.

### 4.1 Evaluation panel

The Port of San Francisco will follow the City and County of San Francisco's guidelines for administering a competitive bid process by allowing no more than 50% of the selection panel to consist of Port staff. Other City representatives approved by the Contract Manager will serve as Evaluation panel members responsible for evaluating Respondents. Specifically, the Evaluation Panel will be responsible for the evaluation and rating of the responses for pre-qualification and for the interviews. Reference checks will be conducted by Port administrative staff.

### 4.2 Minimum Qualifications

Any response that does not demonstrate that the Respondent meets the minimum qualifications described below by the response deadline will be considered non-responsive and not eligible for further consideration under this RFQ .

Prime Consultants must have verifiable experience of at least seven continuous years consulting on complex maritime/port related projects. The Prime Consultant's Project/Contract Manager must have a valid California engineering license in Civil or Structural engineering; five (5) continuous years' experience managing design contracts and at least three years' experience overseeing contract administration as the Contract Liaison for a contract fee valued at a minimum of \$1.5 million over three years; or a minimum \$500,000 in one year. References will be used to verify these minimum qualifications.

Subconsultants must have at least three (3) years' experience as an established business providing services that would familiarize the firm with public sector work or work on Port property of the nature described in RFQ Section II – Scope of Work. References may be used to verify qualifications

Additional requirements for the following disciplines are listed below:

- i. The coastal engineering firms must have, cumulatively between themselves, at least 5 years of experience performing analysis, design, construction and monitoring of coastal and waterfront projects. Experience should include shoreline protection, sediment transport, evaluation of sea level rise, storm impacts, dredging, coastal process analysis and numerical and physical modeling,
- ii. MEP engineering sub consultants must have at least 5 years of experience in
  1. Sump pump and force main sewer systems
  2. Utilities piping and metering
  3. Marine structure and under-pier piping
  4. Shoreline power, etc.

- iii. The consultant or subconsultant who will perform the annual testing and re-commissioning services for the Pier 27 Shore Power System shall be a firm with at least 10 years of experience in designing, commissioning, and operating 10MVA or larger shore power systems for cruise ship ports.

All disciplines specified in RFQ Section II Scope of Work must be included in the team qualifications and shown on the Cover Letter - Project Team Services Matrix.

Each professional discipline represented on the team must have relevant experience in the field of work proposed. Where State of California licenses or other professional licenses are required for applicable discipline or services offered, such licenses must be current and listed in the team qualifications.

All firms responding to this RFQ must meet the requirements of the City and County of San Francisco's **Local Business Enterprise (LBE) Program set forth in the S.F. Administrative Code 14B in order to be considered beyond the minimum qualification** of the evaluation and selection process. CMD has established a 20% LBE subconsulting participation goal for this RFQ and associated contracts. Any proposal that does not meet this goal and demonstrate substantial good faith effort outreach compliance as defined by the CMD on Forms 2A and 2B, by the deadline for submittal of proposals, will be considered non-responsive and will not be eligible for award of the contract.

All Proposers attending the pre-proposal conference will receive 15 points towards its CMD "Good Faith Outreach" requirements (CMD Form 2B). A Proposer must achieve at least 80 points as determined by CMD, to be deemed compliant with the "good faith outreach" requirements. A Proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected.

Exception: If a Proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation Requirement by 35% (i.e. 26% Total LBE Participation for this RFP) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. For the purpose of the LBE sub consulting requirements, "LBE" refers to a small and micro-LBE only, certified by the City and County of San Francisco

Respondents to this RFQ must carefully review all RFQ submittal requirements for a complete response. Failure to submit any of the required documents may be grounds for a determination of non-responsiveness to the RFQ. Fee schedules will be opened by the Port's Contract Manager to determine responsiveness to the RFQ submittal format and re-sealed without disclosure to the evaluation panel.

### **4.3 Selection Processes**

#### Selection for Interview

The top ranked teams scoring at least 75% on the written evaluation phase of the selection process to be invited to interviews.

#### Interview Evaluation

Through the interview, the selection committee will evaluate and score selected firms according to a standardized set of questions. Interviews will consist of a 30 minute question and answer session and 10 minutes for a team presentation. No audio or visual equipment will be provided by the Port for the interviews.

#### LBE Incentive Credit Points

All certified Local Business Enterprise (LBE) credits shall be added to raw scores before ranking at each phase of the selection process. Refer to Appendix A: CMD Requirements for Architecture, Engineering, & Professional Services Contracts.

The written and interview scores will be combined as follows.

Written Proposal Phase Maximum Score	Interview Phase Maximum Score	Combined Maximum Score
Qualifications: 100 points	Interview: 100 points	Total Score = 200 points
Must get 75 points to qualify for an interview.		Only the top (3) ranked Proposers will be selected for contract negotiations and award.

Please carefully consider the above scoring as the Port desires to receive well thought out and complete responses to this RFQ. Teams must achieve a score of at least 75% (75 points) on their written proposals in order to be eligible for interviews.

#### 4.4 Selection Criteria

After the initial elimination of submittals that do not meet the minimum qualifications stated above, the Evaluation Panel will score submittals and conduct interviews, using the following evaluation criteria to determine which Consultant firms/teams are most qualified to perform the required services:

Evaluation Criteria	Points	
	Submittal	Interview
As-Needed /Technical Approach	30	30
<ul style="list-style-type: none"> <li>Understanding of the nature and implementation of As-Needed professional services contracts required of the Port;</li> <li>Approach to addressing and completing the tasks to be assigned on an as-needed basis;</li> <li>Project Management and Contract Administration capability; and</li> <li>Demonstrated ability to work with the public agency owner as a team, including other consultants hired to represent the owner.</li> </ul>		
Prime Consultant and Team Experience	20	20
<ul style="list-style-type: none"> <li>Expertise of the Consultant/team in the fields necessary to complete the tasks listed in this RFQ;</li> <li>Experience and results with similar professional services contracts involving the nature of work anticipated under this RFQ; and</li> <li>Demonstrated capability to design projects within the agreed upon budget and timeline.</li> </ul>		
Assigned Project Staff	20	20
<ul style="list-style-type: none"> <li>Relevant experience of staff assigned to the type of work anticipated in the RFQ;</li> <li>Professional qualifications;</li> <li>Availability of assigned staff; and</li> <li>Demonstrated capability in producing cost effective project results.</li> </ul>		
Organization	20	20
<ul style="list-style-type: none"> <li>Current workload and resources;</li> </ul>		



<ul style="list-style-type: none"> <li>Capacity and flexibility to complete high quality work in a timely manner;</li> <li>Ability to perform on short notice and manage multiple disciplines; and</li> <li>Presentation, clarity, organization of submittal, and responsiveness to project approach submittal requirements.</li> </ul>		
<ul style="list-style-type: none"> <li>Depth of available subconsultant resources in each specified discipline and commitment to the contract</li> </ul>	10	--
<ul style="list-style-type: none"> <li>Demonstrated commitment to cost effective and accountable contracting process</li> </ul>	--	10
References (Minimum qualifications; not scored)		
<b>TOTAL POINTS</b>	<b>100</b>	<b>100</b>

### Reference Checks

Reference checks will be used to verify the Respondent's experience in providing the desired services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Respondent's problem-solving, project management, communication abilities, performance on deliverables and outcomes, effectiveness in meeting or exceeding project objectives. References are required for project verification in order to meet the minimum qualifications, but are not part of the proposers overall score. Port staff will contact references via phone in order to verify the details of project and overall client satisfaction. Please see Attachment I, Section 14, Release of Liability.

## **5. Terms and Conditions for Receipt of RFQ Submittals**

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### **5.1 Errors and Omissions in RFQ**

Respondents to the RFQ are responsible for reviewing all portions of this RFQ including addenda posted on the Port of San Francisco and Office of Contract Administration websites. Prospective respondents are to promptly notify the Port of San Francisco, in writing, if the prospective respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Port promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **5.2. Inquiries Regarding RFQ**

Inquiries regarding the RFQ and all oral notifications of intent to request written modification or clarification of the RFQ must be directed to:

Boris Delepine, Contracts Manager  
 Port of San Francisco  
 Pier 1 – The Embarcadero  
 San Francisco, Ca. 94111  
[boris.delepine@sfport.com](mailto:boris.delepine@sfport.com)

### **5.3 Objections to RFQ Terms**

Should a prospective respondent object on any ground to any provision or legal requirement set forth in this RFQ, the prospective respondent must, not more than ten calendar days after the RFQ is issued, provide written notice to the Port of San Francisco setting forth with specificity the grounds for the objection. The failure of a prospective respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **5.4 Change Notices**

The Port of San Francisco may modify this RFQ prior to the proposal due date by issuing a written addendum to the RFQ or change notice. All addenda will be posted on the Office of Contract Administration website: <http://www.sfgov.org/oca/> and the Port's website at [www.sfport.com](http://www.sfport.com). Each respondent shall be responsible for ensuring that its proposal reflects any and all RFQ addenda issued by the Port of San Francisco prior to the submittal due date regardless of when the submittal is submitted. Therefore, the City recommends that prospective respondents consult the aforementioned websites frequently, including shortly before the proposal due date to determine if the prospective respondent has downloaded all Addenda.

### **5.5 Term of RFQ Submittal**

Submission of a proposal signifies that the proposed services and prices are valid for 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.

### **5.6 Revision of RFQ Submittal**

A respondent to the RFQ may revise a submittal on the respondent's own initiative at any time before the deadline for RFQ submittals. The respondent to the RFQ must submit the revised submittal in the same manner as the original. A revised submittal must be received on or before the submittal due date.

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

At any time during the proposal evaluation process, the Port may require a proposer to provide oral or written clarification of its proposal. The Port reserves the right to make an award without further clarifications of proposals received.

### **5.7 Errors and Omissions in Proposal**

Failure by the Port of San Francisco to object to an error, omission, or deviation in the submittal will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

### **5.8 Financial Responsibility**

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

## 5.9 Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a respondent to this RFQ is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal/Qualifications, 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:

1. **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.
2. **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.
3. **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.

## **5.10 Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQs 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.

## **5.11 Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the 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 proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer'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.

## **5.12 Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, submittal, or submittal procedure;
2. Reject any or all submittals;
3. Reissue a Request for Qualifications;
4. Prior to submission deadline for submittals, 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, or the requirements for contents or format of the submittals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

## **5.13 No Waiver**

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

## **5.14 Local Business Enterprise Goals and Outreach**

### **A. LBE Subconsultant Participation Goal**

- 1) Starting September 1, 2006, the City and County of San Francisco implemented chapter 14B "Local Business Enterprise and Non-Discrimination in Contracting Ordinance" of the San Francisco Administrative Code. According to the Local Business Enterprise Ordinance, a subcontracting goal must be established for every contract on a case-by-case basis.

The LBE subconsultant participation goal for this contract is **20%** of the total value of the services to be procured.

RFQ Respondents are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that no qualified firm is unfairly or arbitrarily excluded from the required outreach.

- 2) Only CMD certified LBEs can be utilized to comply with the subconsulting goal.
- 3) The City will monitor the amounts paid to verify compliance throughout the life of the contract.
- 4) Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subconsultants must be certified with CMD at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with CMD-certified LBEs located in San Francisco. An LBE participating as a prime consultant or prime consultant Joint Venture partner cannot be counted in meeting the subconsulting goal.

- 5) Questions regarding the subconsultant participation goal for this contract may be directed to the CMD contract compliance officer at the following address:

Finbarr Jewell  
Contract Monitoring Division  
c/o Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111  
Telephone: (415) 274-0511 Fax (415) 544-1711  
E-mail: Finbarr.Jewell@sfgov.org

## **B. References**

Chapters 12B and 14B of the San Francisco Administrative Code and the implementing rules and regulations are incorporated herein by reference and made a part of the Contract. Copies of these documents are available upon request at the CMD Office, and on their website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## **C. LBE Participation**

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2310. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.
- (5) A 5% rating bonus will be applied to any proposal from an SBA-LBE except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

## **D. Joint Venture Partnership**

As of July 1, 2015, each JV partner must meet the minimum qualifications listed for the Prime or Joint Venture Partner as outlined in the RFQ. Each Joint Venture partner must be listed to perform prime level work and each JV partner must possess the license required for the RFQ.

## **E. CMD Forms to be Submitted with Proposal**

(1) All proposals submitted must include the following CMD Forms contained in the CMD Attachment 2:

- a) CMD Contract Participation Form 2A
- b) CMD "Good Faith Outreach" Requirements Form 2B
- c) CMD Non-Discrimination Affidavit Form 3
- d) CMD Joint Venture Form 4 (if applicable), and
- e) CMD Employment Form 5.

You may obtain the above listed CMD Forms at the following Website:  
<http://sfgov.org/cmd/important-forms>

If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

(2) Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms.

If you have any questions concerning the CMD Forms, you may call Finbarr Jewell, the CMD Contract Compliance Officer for the Port of San Francisco at (415) 274-0511.

## **6. City Contract Requirements**

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### **6.1. Standard Contract Provisions**

The successful respondent to this RFQ will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Respondents to this RFQ are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34. Nondiscrimination; Penalties in the Agreement); the Minimum Compensation Ordinance (§43 Requiring Minimum Compensation for Covered Employees in the Agreement); the Health Care Accountability Ordinance (§44 Requiring Health Benefits for Covered Employees in the Agreement); the First Source Hiring Program (§45 First Source Hiring Program in the Agreement); and applicable conflict of interest laws (§23 Conflict of Interest in the Agreement), as set forth in paragraphs B, C, D, E and F below.

### **6.2. Nondiscrimination in Contracts and Benefits**

The successful respondent to this RFQ will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts

in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at: <http://www.sfgov.org/cmd>.

### **6.3 Minimum Compensation Ordinance (MCO)**

The successful respondent to this RFP will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 requiring Minimum Compensation for Covered in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at: [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### **6.4 Health Care Accountability Ordinance (HCAO)**

The successful respondent to this RFQ will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao)

### **6.5 First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm) and from the First Source Hiring Administrator, (415) 401-4960.

### **6.6 Conflict of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.



Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

## **6.7 Insurance Requirements**

See Appendix C. § 15. and Appendix E. for insurance requirements.

## **6.8 Business Tax Registration**

In accordance with City and County of San Francisco Ordinance 345-88, all firms conducting business with the Port are required to maintain a valid business tax registration number. A Notice of Intent to Award can not be issued to any firm that does not a valid business tax registration number or a least has applied for such a number by the schedule date for issuance of the Notice of Intent to Award. Prospective Respondents to this RFQ may contact the Tax Collector's office at (415) 554-4470 to confirm the validity of or apply for a valid business tax registration number. Each prospective respondent must provide a taxpayer federal identification number as well.

## **6.9 Signature Requirements**

An unsigned or improperly signed submittal will be rejected. A submittal may be signed by an agent of the Respondent to this RFQ if he/she is properly authorized by a power of attorney or equivalent document submitted to the Port prior to the submission of the RFQ response or with the submittal to bind the RFQ response.

## **6.10 Prevailing Wage**

This RFQ seeks Consulting Teams to provide contract services that may involve the performance of work covered by the provisions of Section 6.22(E) of the San Francisco Administrative Code and Section 1720 of the California Labor Code regarding payment of prevailing wages ("Covered Services"). The provisions of Section 6.22(E) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. For payment of prevailing wages, Section 1720 of the California Labor Code defines public works to include, among things, work performed during the design and preconstruction phases of construction. Accordingly, responding firms must comply with Sections 1725 and 1771.1 of the California Labor Code, including registration with the California Department of Industrial Relations prior to submitting a proposal or at the very latest, before entering into a contract pursuant to this RFQ.

The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available on the Office of Labor Standards Enforcement website her: <http://www.sfgov.org/olse/prevailing-wage>. Each Consulting Team must agree, as a condition to a contract award, that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board of Supervisors, to all workers employed who perform Covered Services under this Agreement. Each Consulting Team must further agree as follows:

- As required by Section 6.22(E)(5) of the City Administrative Code, each Consulting Team will include in every subcontract or other arrangement for Covered Services under this Agreement, a provision that requires subcontractors to pay to all persons performing Covered Services not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.
- As required by Section 1771.4 of the California Labor Code, Consulting Team shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where Covered Services are to be performed.
- As required by Section 6.22(E)(6) of the City Administrative Code and Section 1776 of the California Labor Code, Consulting Teams and Subcontractors shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services, including such detailed information as described in the P-600 contract.

## **7. Protest Procedures**

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### **7.1 Protest of Non-Responsiveness Determination**

Within five (5) working days of the City's issuance of a notice of non-responsiveness for any request in the RFQ, consultant firms that has submitted a response and believes that the City has incorrectly determined that its response is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **7.2 Protest of Establishment of Pre-Qualified Consultant List**

Within five (5) working days of the City's issuance of a notice of intent to establish a pre-qualified consultant list, any consultant firm that has submitted a responsive response and believes that the City has incorrectly selected another Respondent for pre-qualification may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) working day after the City's issuance of the notice of intent to establish a pre-qualified consultant list.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **7.3 Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or by FAX will not be considered. Protests must be delivered to:

Boris Delepine  
Port of San Francisco  
Pier 1 – The Embarcadero  
San Francisco, CA 94111

## **8. Disclaimer**

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1. The Port reserves the right to modify and/or suspend any and all aspects of the RFQ, to waive any technical defect as to form or content of the RFQ and any response thereto, and to reject any and all responses.
2. The Port does not accept financial responsibility for any costs incurred by Respondents to this RFQ. All submittals shall become the property of the Port and may be used in any way deemed appropriate. No respondent to the RFQ shall obtain any claim or right of action against the Port by reason of defects or abnormalities in the RFQ or the selection process; the rejection or acceptance of any submittals; any statements, acts or omissions by the Port; the exercise of any Port discretion; any and all matters arising out of the foregoing.
3. Changes or additions to this RFQ will be made by written addendum which shall become part of the RFQ.
4. If a satisfactory contract cannot be negotiated within four weeks from the Notice of Intent to Award and the Respondents have not satisfied the requirements necessary to enter into a Controller-certified contract, the Port may negotiate with the next highest-ranked firm on the listed to be considered. The selection of any team for contract negotiations shall not imply the Port's acceptance of all terms of the submittal, which shall be subject to further approvals before the Port may be legally bound thereby.