

**City and County of San Francisco**

**Port of San Francisco**

**Request for Qualifications**

**for**

**As-Needed Hazardous Waste Disposal and Marine Vessel Salvage, and Related Professional Services**



Date issued:

February 26, 2019

Pre-Submittal Conference:

March 18, 2019 at 10:00 A.M. (PST)

Submittals due:

April 5, 2019 at 2:00 P.M. (PST)

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## I. Introduction and Schedule

This Request for Qualifications (RFQ) establishes minimum mandatory requirements that Respondents must meet in order to be eligible for consideration. This RFQ also specifies the information that interested parties are expected to include in their Submittals.

### A. Background and Statement of Need

The City and County of San Francisco (“City”) is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City, established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California Law. The Port of San Francisco (“Port”), a department within the City is a self-supporting, enterprise agency overseeing 7-1/2 miles of property along the western side of the San Francisco Bay (“Property”). The Port has held this Property in trust for the people of the State of California since 1969 pursuant to the California Burton Act (statutes 1698, ch 1333). As trustee, 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 routinely generates hazardous waste in course of its operations which include property maintenance, renovation, development, and maritime operations. Potentially hazardous wastes are also routinely abandoned on Port properties. Additionally, The Port must conduct or support recovering and disposing of derelict, sinking and/or sunken marine vessels within its property. For reasons of public safety and regulatory compliance, the Port needs to have these waste materials and vessels recovered, secured, transported, and disposed of in a timely manner. The Port needs to procure the services of highly qualified environmental and related professional services teams on an as-needed basis to assist it with these efforts. Through this RFQ, the Port is seeking qualified firms or teams capable of providing environmental and related professional services in a timely and efficient manner to meet the Port’s need to properly deal with the waste materials and vessels. Consultants who are awarded contracts as a result of this RFQ will be expected to work in conjunction with the Port’s technical staff and/or other consultants hired by the Port as part of a project team.

This RFQ is not directed at any one specific project. Through this RFQ, the Port intends to create a list of prequalified teams of consultants. To make its pre-qualification determination, the Port will review qualifications of all Respondents including the Respondent’s prior project information, lead staff qualifications, and other information it deems relevant.

The Port anticipates awarding **up to four (4) separate contracts with a total not-to-exceed value of One Million, Two Hundred Thousand Dollars (\$1,200,000)** to up to **four (4)** different Consulting Teams from the list of prequalified teams. If more than **four (4)** teams are pre-qualified, contracts will be awarded to the **four (4)** teams deemed most qualified based on the RFQ Evaluation Criteria and the selection process described herein. Successful respondents must have experience working with ports, harbor districts, municipalities, or similar government agencies on assignments similar to the assignments described in Appendix A Scope of Work. Services that will be provided under these contracts will be on an as-needed basis.

Following the selection process described in this RFQ, the Port expects to award contracts with an initial term of **four (4) years** and will become effective on the date that the contracts are certified by the Controller. In addition, the Port shall have the option to extend the contract term for each contract for a period or periods up to **one (1) year**, which the Port may exercise in its sole, absolute discretion. The maximum contract term shall not be more than **five (5) years**. However, the Port does not guarantee any contract award, the contract amount indicated, or any contract extension/renewal.

The Port seeks to promote diversity within its contracting opportunities. The Port desires to engage contracting firms and teams that reflect the diversity of our City and include participation of both businesses and residents from the City’s most disadvantaged communities including, but not limited to, the Bayview/Hunter’s Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods. As such, the Port recommends that Respondents consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.

**B. Schedule**

The anticipated schedule for selecting the contractors is:

<u>RFQ Phase</u>	<u>Date/Time</u>
RFQ is issued by the Port .....	February 26, 2019
Pre-Submittal conference .....	March 18, 2019
Deadline for submission of written questions or requests for clarification .....	March 22, 2019 at 5:00 P.M. (PST)
Submittals due .....	April 5, 2019 at 2:00 P.M. (PST)
Oral interview with firms selected for further consideration .....	TDB
Submittal evaluation .....	TBD
Contract award.....	TBD

Please be aware that these dates are tentative and subject to change. Any changes to these dates will be published in an addendum which will be posted on the City’s Supplier Portal located at <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT> and on the Port’s Contract Opportunities portal located at <https://sfport.com/rfps-rfq>. It is each Respondent’s responsibility to check the portal for any addendum/addenda and updates to this solicitation.

**C. Contractors Unable to do Business with the City**

1. Generally

Contractors that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFQ, or in the sample terms and conditions attached.

2. **Companies Headquartered in Certain States**

This Contract is subject to the requirements of San Francisco Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Respondents are hereby advised that Respondents which have their United States headquarters in a state on the Covered State List, as that term is defined

in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

## II. Definitions

**“Consulting Team.”** 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 sub consultants.

**“Contract Service Order.”** 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.

**“Joint Venture.”** A Joint Venture (JV) is a business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing specific tasks or projects.

**“Master Agreement.”** A Master Agreement refers to a non-project specific, blanket contract between the Port and Prime Consultant. Also referred to as Agreement or Contract.

**“Pool.”** A Pool refers to pre-qualified Consulting Teams from which the top four most qualified teams will be selected for contract negotiations pursuant to this RFQ.

**“Prime Consultant.”** Prime Consultant is the lead firm or individual on a Consulting Team who is identified as such in the Submittal and who will manage the work of the sub-consultants. The term includes the officers and employees of the Prime Consultant identified in writing by the Prime Consultant.

**“Respondent.”** The Respondent refers to any entity submitting a response to this Request for Qualifications (“RFQ”).

**“Submittal.”** The Submittal refers to a qualifications package submitted in response to this RFQ. Also referred to as Statement of Qualifications or Proposal.

## III. Scope of Work

See Appendix A for a detailed Scope of Work. Appendix A outlines the requirements and general functional areas believed to be necessary to successfully perform this contract. It is intended to be used as a general guide and is not intended to be a complete list of all services that will be required in all cases.

## IV. Bidder/Contractor Requirements and Qualifications

Respondents SHALL meet all minimum requirements listed below to be considered eligible for the award of contract. It is the Respondents’ responsibility to ensure that information and documentation they provide is sufficient to satisfy all the requirements.

### Minimum Qualifications (MQ)

Any SUBMITTAL that demonstrates that the Respondent does not meet the minimum qualifications described below by the response deadline will be considered non-responsive and not eligible for further consideration under this RFQ. Respondents shall provide the necessary references to allow the Port to verify that Respondents meet each of these minimum qualifications.

**MQ1: Experience**

Respondents must demonstrate a minimum of **two (2)** years of experience obtained within the most recent **four (4)** years providing hazardous waste and marine vessel recovery, transportation and disposal services to public and/or private entities within California.

If Respondent is applying as a Prime Consultant and plan to use sub consultants for some of the work tasks, then the sub consultants must demonstrate a minimum of **two (2)** years of experience obtained within the most recent **four (4)** years providing services in the discipline or category of work for which they will be sub contracted.

**MQ2: Licenses**

Respondents must demonstrate that their teams cumulatively have current, valid, and unexpired licenses and permits necessary to perform the services described in Appendix A Scope of Work. At a minimum, the Respondents must possess the following licenses and permits:

- a. CSLB: Class A General Engineering Contractor’s License.
- b. CSLB: Hazardous Substance Removal Certification.
- c. DTSC: Hazardous Waste Transportation Registration/Certificate.
- d. California Highway Patrol Hazardous Materials Transportation License.
- e. California Department of Motor Vehicle Motor Carrier Permit.
- f. United States Department of Transport Hazardous Materials Certificate of Registration.
- g. California and Federal Occupational and Safety and Health Administration (“OSHA”) 40-hour Hazardous Waste Operations and Emergency Response Training Program (“HAZWOPER”), and the associated 8-Hour annual refresher training.

**Contract Monitoring Division (CMD) Local Business Enterprise (LBE) Requirement**

All Submittals for this RFQ will be reviewed to ensure they meet the requirements of the City’s LBE requirements. Details of the LBE requirements as they pertain to this RFQ are listed herein in Section VII.n. below.

**V. Submission Requirements**

**A. Time and Place for Submission of Submittals**

Submittals must be received by **2:00 P.M. (PST) on April 5, 2019**. Submittals received after this time may not be considered. Submittals may be (1) delivered electronically through the event page of this solicitation on the City’s Supplier portal (<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>); or (2) delivered in person to the address below; or (3) mailed to the address below. Postmarks will not be considered in judging the timeliness of submissions. Submittals delivered by fax or email will not be accepted.

Albie Udom, Senior Contracts Analyst  
Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111

If delivering the Submittal in person or by mail, please reference “RFQ for As-Needed **Hazardous Waste Disposal and Marine Vessel Salvage, and Related Professional Services**” on the envelope.

Each Submittal received will be screened to ensure that the information required in this RFQ is included. Partial or complete omission of any of the required information from a Submittal may cause that Submittal to be deemed incomplete and not eligible for further consideration.

**B. Format of Submittal**

Submission of the responses must be by either of the following two methods:

**i. Electronic Submission (City’s Supplier Portal)**

For electronic submission through the City’s Supplier Portal, proposers shall upload and submit all required documentation in portable document format (PDF). The fee proposal and the CMD forms should each be uploaded and submitted as separate attachments.

**ii. Hard Copy Submission (Paper and USB Stick)**

For hard copy submissions, proposers shall submit **seven (7)** hardcopies and one (1) electronic copy (USB stick) of the Submittal in a sealed envelope marked “RFQ for As-Needed **Hazardous Waste Disposal and Marine Vessel Salvage, and Related Professional Services**” to the above location. Two copies each of the fee proposal and CMD forms marked accordingly should be submitted in separate sealed envelopes.

**Paper**

As noted above, proposers shall submit **seven (7)** hardcopies. The Submittals should be placed in a three-ring binder for the Evaluation Panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials, and bind the Submittal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind Submittals with a spiral binding, glued binding, or anything similar. Please use tabs or other separators within the document to identify the different sections.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1” on all sides (excluding headers and footers).

Please number every page of the Submittal and include a Table of Contents.

**USB Stick**

As noted above, proposers shall submit one (1) electronic copy. Note that your electronic copy price proposal and CMD forms must separate attachments on the USB stick.

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

- a. Submittals that are provided via fax or e-mail.
- b. Submittals that are received late.
- c. Submittals that fail to meet the specified LBE goals and fails to include documented good faith effort outreach as required by the RFQ.
- d. Submittals that do not meet the minimum qualifications requirements as specified in **Section IV** of this RFQ.

- e. If acceptance of the Submittal would otherwise violate applicable City Codes, Ordinances, or other State or Federal laws.
- f. Submittals are not in compliance with the requirements specified in the Format and Content of Submittals section of this RFQ (**Section V.C**).

### **C. Content of Submittals**

Firms interested in responding to this RFQ must submit the following information, in the order specified below. Complete, but concise responses, are recommended for ease of review by the Evaluation Panel. 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.

#### **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 Submittal. The letter should address the firm's commitment to provide services requested under this RFQ. It should summarize the Respondent team's approach to the Port's as-needed professional services and the scope of the services contained in this RFQ. Submission of the letter will constitute a representation that the firm is willing and able to perform the commitments contained in the Submittal. The letter shall identify a primary contact person (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. The Executive Summary shall include a Project Team Service Matrix identifying team members that will provide each of the services listed in the RFQ under Appendix A Scope of Work.

Respondents must acknowledge having read the draft Professional Services Contract attached as Appendix E and agree to execute a contract in substantially the same form. Respondents must confirm that they have discussed the insurance requirements for the contract (Appendix F Additional Contract Terms and Appendix E Agreement for Professional Service) with their insurer or insurer's representative and can fully comply with said requirements within **seven (7)** business days of 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 the hazardous waste and marine vessel recovery and disposal issues that might be pertinent to the Port;
- b. Ability to complete work assignments involving multiple disciplines in a timely and cost effective manner;
- 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;
- 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 fixed price services versus time and materials services ; and
- f. Project management and contract administration approach to facilitate smooth and cost-effective services (to Port), familiarity with contract service order and invoice processing i.e. earned value, project status reports, monthly billing (including sub consultant invoices) and budget/schedule/task completion accountability.

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

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

- a. A brief description of the firm and background;
- b. List of professional licenses, certifications and qualifications of the Prime Consultant;
- c. Evidence of adequate staffing to perform work assignments in timely and high quality manner;
- d. A description of **two (2)** hazard waste handling, transport and disposal and **two (2)** marine vessel salvage and disposal projects performed by the Respondent in the most recent **twelve (12)** months. If the Respondent or Prime Consultant is a joint venture (JV) (also see additional note below), describe the roles of each JV partner in the projects. Descriptions must identify the client, who in your firm worked on the project, their role, project 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 Submittal may be deemed non-responsive.

**Current Port staff may not be listed as client references for these projects.**

The Port prefers that any Respondents submitting as JVs submit their JV Agreement with their Submittals. In any event, the JV 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).

- e. 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 IV** for additional information on team qualifications. It is critical that Submittals clearly demonstrate how the Respondent will organize and assemble an available team that will meet the RFQ needs.

Please be specific in addressing the following:

- a. Staffing and Availability:
  - (i) Provide a list identifying the Project/Contract Manager and each key person on the Respondent's team (staff who will spend at least 25% of their employment time on the contract);

- (ii) Provide an organization chart showing each of the key team members;
  - (iii) Describe the role each key team member will play in the project;
  - (iv) Provide a written assurance that the identified key individuals will be performing the work and will not be substituted with other personnel or reassigned to another project without the Port's prior written approval;
- b. **Background.** Provide a brief background on all sub consultant firms included in your team as well as a description of the experience and qualifications for each sub consultant'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. **Commitment and availability of key staff at the Prime Consultant and sub consultant levels.** Indicate percentage of work time each key member and sub consultant will be able to spend on the as-needed contract work awarded from this RFQ.
  - d. **Commitment to Local Business Enterprise Ordinance.** Describe the Respondent's commitment to include certified Local Businesses Enterprises (LBEs) and other qualified sub consultant experts on the team. Where sub consultants do not have a previous working relationship or contract experience with the Port, describe how these sub consultant experts will be integrated as part of the team.
  - e. Describe the Prime Consultant's 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 sub consultants, including the project title/agency, contract name, address and telephone 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 if the Respondent has satisfied the RFQ minimum qualifications. Submit a signed Release of Liability (Appendix C) for each reference submitted.

**6. Fee Proposal**

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 proposal and to reject any Submittal where the fee proposal is deemed not responsive to this request. As such, the Port's Contract Manager will review the fee proposal to assure responsiveness to the submittal requirements of this RFQ. Any fee proposal that is not in compliance with the submittal requirements may result in a finding of non-responsiveness and rejection of the Submittal.

The Submittal must include a fee proposal. See Appendix B Fee Proposal for a sample fee proposal format. For fair comparison purposes, all billing rates shall reflect 2019 billing rates. The Consultant Team will be allowed to escalate its 2019 billing rates based only on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. The Prime Consultant should request an escalation of fees no later than **thirty (30)** days before the annual anniversary of the award of the contract to the Consulting Team. Any requests for escalation of fees should include evidence of the change in the CPI for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. Failure to request an escalation of fees no later than **thirty (30)** days as required or to provide evidence of

the basis of the request may result in a denial of the request. The Port will review all requests for escalation of fees within **thirty (30)** days of receipt and notify the requestor of either an approval or denial. If approved, the new fees will become effective on the anniversary date of the contract or later. In no event will the start of the new fees be backdated unless it can be shown that there was a delay on the Part of the Port in reviewing the request for escalation of fees.

**Fee proposals shall be provided in a separately sealed envelope.** Fee proposals shall be provided for the Prime Consultant and all sub consultants. If the prime consists of a JV, fee proposals must be provided for each JV member or partner. The fee proposal should include billable hourly rates for all team members including sub consultants.

The fee Proposal should include information on 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.

#### **7. CMD Forms**

All Submittals shall include required CMD forms (Appendix H). Two copies of the completed and signed CMD Forms should be submitted in separate sealed envelopes marked “CMD Forms - RFQ for As Needed Hazardous Waste Disposal and Marine Vessel Salvage, and Related Professional Services.”

#### **8. Required Information of All Respondents**

Provide a completed Appendix D - Required Information of All Respondents.

#### **9. Other Forms**

Respondents may also be required to file other forms with the City to meet City requirements which may have to be required with the Submittal, if the already compliant. For a list of the standard forms, see Appendix G.

### **VI. Evaluation and Selection Criteria**

#### **A. Overall Evaluation Process**

This section describes the City's criteria for analyzing and evaluating the Respondents' RFQ Submittals and for pre-qualification of Respondents. It is the City's intent to pre-qualify for the Master Agreement, 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 of satisfying its needs.

#### **B. Evaluation Panel**

The Submittals will be evaluated by an evaluation panel comprised of people with knowledge of the services required by this RFQ. The City intends to evaluate the Submittals generally in accordance with the criteria itemized below. The Port Contract Manager will establish and convene a panel to evaluate the Submittals. In accordance with the City's guidelines for administering a competitive bid process, members of the Evaluation Panel will be representative of the community and no more than 50% of the members will be employees of the Port. The Evaluation Panel will be responsible for the evaluation and rating of the responses for pre-qualification and for the interviews. Port administrative staff will perform the reference checks.

**C. Evaluation Phases**

The evaluation process will consist of the phases specified below with the following allocation of points:

<b>Evaluation Phase</b>	<b>Maximum Points</b>	<b>Comments</b>
Initial Screening for Completeness	Complete/Incomplete	Submittal must be complete to continue to the next phase of evaluation
Minimum Qualifications	Pass/Fail	Must pass to continue to the next phase of evaluation
Written Submittal	100	Must score a minimum of 75 to be invited to interview
Oral Interview	100	
<b>TOTAL</b>	<b>200</b>	Top four (4) ranked Respondents will be selected for contract negotiations and award

**Initial Screening for Completeness (Complete/Incomplete)**

The Port’s initial review of Submittals will include verifying receipt of a complete response package as required by this RFQ including CMD forms. Only Submittals that are determined to be complete will be advanced to the next stages of the evaluation.

**Minimum Qualifications (Pass/Fail)**

The Submittals will be reviewed by Port staff for minimum qualifications. The evaluation results at this phase shall be based on pass/fail criteria. Only those Submittals that meet the minimum qualifications will be advanced to the next phases of the evaluation.

**Content of Written Submittal (100 points)**

The Evaluation Panel will evaluate the content of the Submittals that meet the RFQ minimum qualification. The Submittals will be evaluated and scored based on the experiences of the Respondents, the key personnel, responses to questions submitted, supporting documentation provided, and previous project experience, as well as other matters that may be relevant to the performance of the work called for in this RFQ. The maximum point possible for this phase is 100. Respondents must score a minimum of 75 points at this phase to be eligible to proceed to the next phase of the evaluation process.

**Oral Interview (100 points)**

The Respondents who score 75 points or more at the written Submittal evaluation phase will be invited to for an oral interview. The interview will consist of a 10-minute presentation by the Respondents followed by 30 minutes of standardized questions asked of each Respondent. The questions will be related to Respondent’s qualifications, project approach, team organization, and any questions which seek to clarify Submittal components. The selection panel will evaluate each Respondent based on each Respondent’s presentation and/or responses.

At the conclusion of the evaluation process, the City will combine each Respondent’s scores in the different criteria to arrive at the final scores which it will then use for final ranking

of the Respondents. The Port will select up to the four (4) highest ranked Respondents to commence contract negotiations. The selection of any Respondent for contract negotiations shall not imply acceptance by the City of all terms of the Submittal, which may be subject to further negotiations and approvals. If a satisfactory contract cannot be negotiated in a reasonable time with a selected Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring pre-qualified Respondent.

**Detailed Evaluation Criteria**

The criteria for evaluating the Submittals and Interviews along with the possible point allocations are set out on the table below.

Evaluation Criteria	Points	
	Submittal	Interview
<b>As-Needed /Technical Approach</b>	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>		
<b>Prime Consultant and Team Experience</b>	20	20
<ul style="list-style-type: none"> <li>• Expertise of the Consultant/team in the technical fields necessary to perform the categories of work listed in this RFQ;</li> <li>• Experience and results with similar professional services contracts involving the nature of work anticipated under this RFQ;</li> <li>• Experience and results with similar categories of work in the marine environment; and</li> <li>• Demonstrated capability to complete projects within the agreed upon budget and timeline.</li> </ul>		
<b>Assigned Project Staff</b>	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>		
<b>Organization</b>	20	20

<ul style="list-style-type: none"> <li>• Current workload and resources;</li> <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 sub consultant resources in each specified discipline and commitment to the contract requirements.</li> </ul>	10	--
<ul style="list-style-type: none"> <li>• Demonstrated commitment to cost effective and accountable contracting processes</li> </ul>	--	10
<b>TOTAL POINTS</b>	100	100

**D. Reference Checks**

Respondents’ references will be reviewed and checked by Port Administrative staff as part of the evaluation for minimum qualifications. The references will be asked 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. Respondents must provide with Submittals, a release of liability for checking references, consistent with Appendix C.

**VI. Pre-Submittal Conference and Contract Award**

**A. Pre-Submittal Conference**

A Pre-Submittal Conference will be held as follows:

**Location:** Port of San Francisco  
Pier 1, The Embarcadero  
San Francisco, CA 94111

**Date and Time:** March 18, 2019 at 10:00 A.M. (PST).

Although not mandatory, attendance is strongly urged for all prospective bidders on this contract.

**NOTE: Please bring a copy of this RFQ to the Pre-Submittal Conference.**

The pre-submittal conference will begin at the time specified, and Respondents’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the pre-Submittal conference shall not excuse the successful Respondent from any obligations under the contract. Any change or addition to the requirements contained in this RFQ as a result of the pre-Submittal conference will be announced by an addendum. **It is the responsibility of the Respondents to check for any addendum/addenda to this RFQ and any other items posted on the City’s Supplier Portal (<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>) and the Port’s Contract Opportunities Portal (<https://sfport.com/rfps-rfq>).**

If any addenda are issued, **Respondents must acknowledge notice of that in their cover letter.** Failure to acknowledge notice of an addendum may result in Submittal not being considered. The Port will assume no responsibility for oral instructions or suggestions. If the Port issues an addendum after a Respondent has submitted their Submittal but prior to the Submittal due date and time, the Respondent must retract the submitted Submittal, and resubmit it with the newly issued Addendum acknowledgment.

## **B. Contract Award**

As stated above, the Port intends to award at its discretion, up to four (4) separate contracts to up to **four (4)** separate Respondents to provide the required services. The Port will select the top **four (4)** ranked responsive and responsible Respondents with whom to commence contract negotiations. Respondents should note that award of a contract does not guarantee work as the contracts will be for as-needed services.

In determining the award, Port will take into consideration, but will not be limited to:

- Price (negotiated)
- Respondent's experience
- Satisfactory review of Respondent's qualifications
- Sufficiency personnel and equipment to properly perform all services called for under the contract.
- Responses to interview questions
- Any other factors deemed pertinent

## **VII. Terms and Conditions for Receipt of Submittals**

### **a. Errors and Omissions in RFQ**

Respondents are responsible for reviewing all portions of this RFQ. Respondents are to promptly notify the Port in writing, if the 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 Submittals. Modifications and clarifications will be made by an addendum as provided below.

### **b. Questions and Inquiries Regarding the RFQ**

Any questions or objections concerning this RFQ, the scope of services, or requirements must be submitted, in writing, via email to [Albie.udom@sfport.com](mailto:Albie.udom@sfport.com) by **5:00 P.M. (PST) on March 22, 2019**. All Respondents' questions concerning the RFQ process (procurement process, vendor compliance, or CMD requirements) shall be submitted no later than 48 hours prior to the Submittal due date. Respondents who fail to do so will waive all further rights to protest, based on these specifications and requirements.

Respondents shall address any questions regarding the RFQ to the Contract Analyst named above. Respondents who contact any Port officials, executives, managers or employees of the Port about this RFQ will be referred to the Contract Analyst for a response. Contact or correspondence with other executives, managers or employees of the Port regarding this RFQ during the procurement process may result in a cancellation of this RFQ.

If necessary, a "Questions and Answers" document will be developed from all submitted questions, and will be posted on the Port's Contract Opportunities Portal. It is the responsibility of the Respondent to check the portals for the Questions and Answers document and any addendum/addenda.

**c. Objections to RFQ Terms**

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFQ, the Respondent must, no later than **5:00 P.M. (PST)** on March 22, 2019, provide written notice via email to the Purchaser at [Albie.udom@sfport.com](mailto:Albie.udom@sfport.com) setting forth with specificity the grounds for the objection. All Respondent questions concerning the RFQ process (procurement process, vendor compliance, or CMD requirements) shall be submitted no later than 48 hours prior to the Submittal due date. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**d. Change Notices**

The Port may modify the RFQ, prior to the Submittal due date, by issuing an addendum which will be posted on the portal. Respondents shall be responsible for ensuring that their Submittals reflect any and all addendum/addenda issued by the Port prior to the Submittal due date regardless of when the Submittal is submitted. Therefore, the Port recommends that Respondents visit the portal frequently, particularly shortly before the Submittal due date, to ensure they have downloaded any and all addendum/addenda and documents. It is the responsibility of the Respondent to check the portal for any addendum, questions and answers document, and any updates.

**e. Term of Submittal**

A Respondent's submission of a proposal in response to this RFQ signifies that the proposed services and prices are valid for 120 calendar days from the Submittal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**f. Revision of Submittal**

A Respondent may revise a Submittal on the Respondent's own initiative at any time before the deadline for submission of Submittals. The Respondent 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 Respondent.

At any time during the Submittal evaluation process, the City may require a Respondent to provide oral or written clarification of its Submittal. The City reserves the right to make an award without further clarifications of Submittals received.

**g. Errors and Omissions in Submittal**

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

**h. Financial Responsibility**

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

**i. Respondent's Obligations under the Campaign Reform Ordinance**

Respondents 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 the termination of negotiations for such contract, or six (6) 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 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 Respondent 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 Submittal, 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:

- i. 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.
- ii. 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.
- iii. 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, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

#### **j. 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.

#### **k. Public Access to Meetings and Records**

If a Respondent 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 Respondent must comply with Chapter 12L. The Respondent must include in its Submittal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City in the last two years and deemed

by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for rejection of the Submittal and/or termination of any subsequent Agreement reached on the basis of the Submittal.

#### **I. 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:

- i. Waive or correct any defect or informality in any response, Submittal, or Submittal procedure;
- ii. Reject any or all Submittals;
- iii. Reissue a Request for Qualifications;
- iv. 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;
- v. Procure any materials, equipment or services specified in this RFQ by any other means; or
- vi. Determine that no contracts or projects will be pursued.

#### **m. 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 Respondent to observe any provision of this RFQ.

#### **n. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFQ.

Each solicitation process requires a **new submittal of CMD Attachment 3 forms**. The forms are attached herewith as Appendix H. They can also be downloaded at the following link, located under the heading "Attachment 3: Requirements for General Services Contracts":

<http://www.sfgsa.org/index.aspx?page=6135>

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

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if JV response) with your Response Package. If submitting electronically, the forms should be uploaded and submitted as a separate attachment from the other documents. If submitting hard copy and USB stick, two copies of the forms should be placed in separate sealed envelopes marked accordingly and submitted with the Submittal.

## 1. LBE Sub-consultant Participation Requirement

All Submittals for this RFQ must demonstrate that the Respondent meets the requirements of the City's Local Business Enterprise (LBE) Program set forth in the San Francisco Administrative Code, 14B in order to be considered. CMD has established a 5% LBE sub consulting participation requirement for this RFQ and associated contracts. Any Submittal that does not meet this requirement and does not demonstrate substantial good faith outreach efforts as defined by the CMD towards meeting this requirement by the deadline for submittal of Submittals will be considered non-responsive and will not be eligible for award of contract.

All Respondents that attend the pre-Submittal conference will receive 15 points towards their CMD "Good Faith Outreach" requirements (CMD From 2B). A Respondent must achieve at least 80 points as determined by CMD to be deemed compliant with the "good faith outreach" requirements. A Respondent who fails to achieve at least 80 points will be declared non-responsive, and the Submittal will be rejected.

Exception: If a Respondent demonstrates in its Submittal that it exceeds the established LBE sub consulting participation Requirement by 35% (i.e. 1.75% over the Total LBE Participation for this RFQ) or more, such Respondent 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.

## 2. LBE Participation and Rating Bonuses

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of contracts to any Respondents who as Prime Consultants, are certified as a Small or Micro-LBE, or JVs where the JV partners are in the same discipline and have the specific levels of participation as identified below. LBE certification applications may be obtained by calling (415) 581-2310. The LBE rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a JV between or among LBEs; or
- b) A 5% bonus to a JV with LBE participation that equals or exceeds 35%, but is under 40%;
- c) A 7.5% bonus to a JV with LBE participation that equals or exceeds 40%;

Joint Venture Rating Bonus If Respondent is applying for an LBE rating bonus as a JV, the LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, 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 JV. The portion of the LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV partner. The LBE JV's portion of the contract must be assigned a commercially useful function.

The following rating bonus/bid discount shall apply at each stage of the selection process, i.e., qualifications, Submittals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus/bid discount will apply to any Submittal submitted by a CMD certified Small or Micro-LBE. Submittals submitted by SBA-LBEs are not eligible for a rating bonus/bid discount.

- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus/bid discount will apply to any Submittal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus/bid discount will be applied to any Submittal from an SBA-LBE, except that the 5% rating bonus/bid discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE.
- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus/bid discount will apply to any Submittal submitted by a Small LBE, Micro LBE and SBA-LBE. C.

The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

### **3. CMD Contact**

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call Finbarr Jewell on (415) 274 0511 or by e-mail at [Finbarr.jewell@sfgov.org](mailto:Finbarr.jewell@sfgov.org).

## **VIII. Contract Requirements**

### **a. Standard Contract Provisions**

The successful Respondent will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix E “Sample P-600 Agreement.” 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.

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

The successful Respondent 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://sfgov.org/cmd/12b-equal-benefits-program>.

### **c. Minimum Compensation Ordinance (MCO)**

The successful Respondent 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 §10.7.

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 <http://sfgov.org/olse/minimum-compensation-ordinance-mco>.

**d. Health Care Accountability Ordinance (HCAO)**

The successful Respondent 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).

**e. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Administrative 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 <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

**f. Conflicts of Interest**

The successful Respondent 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 Respondent 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 Respondent 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 Respondent that the City has selected the Respondent.

**g. Additional Contract Requirements**

See Appendix G "Additional Contract Requirements" for additional requirements that may be applicable to contracts awarded as a result of this RFQ.

**IX. Protest Procedures**

**a. Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a Submittal and believes that the City has incorrectly determined that its Submittal 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 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.

**b. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award any contract, any firm that has submitted a responsive Submittal and believes that the City has incorrectly selected another Respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

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.

**c. 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) will not be considered. Protests may be delivered via email to [Albie.udom@sfport.com](mailto:Albie.udom@sfport.com).