City and County of San Francisco

Request for Proposals for

Technical Support Services
Pier 70 and Mission Rock Special Use Districts

Date issued: May 31, 2018
Pre-proposal conference: 10:00 a.m., June 13, 2018
Proposal due: 5:00 p.m., July 20, 2018
# Request for Proposals for Technical Support Services
## Pier 70 and Mission Rock Special Use Districts

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.</td>
<td>Introduction and Schedule</td>
<td>1</td>
</tr>
<tr>
<td>Section 2.</td>
<td>Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>Section 3.</td>
<td>Submission Requirements</td>
<td>7</td>
</tr>
<tr>
<td>Section 4.</td>
<td>Evaluation and Selection Criteria</td>
<td>10</td>
</tr>
<tr>
<td>Section 5.</td>
<td>Pre-proposal conference and Contract award</td>
<td>14</td>
</tr>
<tr>
<td>Section 6.</td>
<td>Terms and Conditions for Receipt of Proposals</td>
<td>15</td>
</tr>
<tr>
<td>Section 7.</td>
<td>Contract Requirements</td>
<td>Error! Bookmark</td>
</tr>
<tr>
<td>Section 8.</td>
<td>Protest Procedures</td>
<td></td>
</tr>
</tbody>
</table>

**Appendices:**

A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.

B. Agreement for Professional Services (form P-600) separate document

C. Infrastructure Plan for Pier 70

D. Infrastructure Plan for Mission Rock
Request for Proposals for  
Technical Support Services Pier 70 and Mission Rock Special Use Districts

Section 1. Introduction and Schedule

A. General  
Through this Request For Proposals (RFP), the Port of San Francisco (Port), a department of the City and County of San Francisco (City), seeks to award an agreement (“contract”) to a qualified Consultant and/or joint venture team to provide multi-disciplinary engineering support services and related services on an as-needed basis. Generally, the Port requires services to facilitate the review and implementation of various maps, infrastructure systems design, and coordination of various approval processes. These services are related to two master planned Port development projects at Pier 70 and Mission Rock (the “Development Projects”).

The selected Consultant, including its team of sub-consultants, will support the Port’s Engineering Division. The Consultant will provide services for the two master approved Development Projects at Pier 70 and at Mission Rock as described in Section 2 – Scope of Work. The contract services will be provided on an as-needed basis, at the discretion of the City, based on the tasks needed as well as the Consultant’s performance on the contract.

The contract shall have an initial term of four years. In addition, the City shall have two options to extend the term for a period of six months each, which the City may exercise in its sole, absolute discretion.

The total compensation for the initial contract term is expected to not exceed $2,400,000. Should the City extend the contract term, the annual compensation will increase, if needed, at a rate similar to the annual cost of the initial term. Firms that wish to be respond to this RFP must submit fee proposals for contract services in order to be considered responsive.

B. Schedule  
The anticipated schedule for selecting a consultant is:

<table>
<thead>
<tr>
<th>Proposal Phase</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP is issued by the City</td>
<td>May 31, 2018</td>
</tr>
<tr>
<td>Pre-proposal conference</td>
<td>June 13, 2018, 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for submission of written questions or requests for clarification</td>
<td>June 15, 2018, 5:00 p.m.</td>
</tr>
<tr>
<td>Proposals due</td>
<td>July 20, 2018, 5:00 p.m.</td>
</tr>
<tr>
<td>Oral interviews</td>
<td>Week of August 6, 2018</td>
</tr>
</tbody>
</table>
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 RFP, or in the sample terms and conditions attached.

2. Companies Headquarted in Certain States
The Contract that will be issued from this RFP shall be subject to the requirements of 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. Proposers are hereby advised that Proposers 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.
Section 2. Scope of Work

1. Background

Pier 70 is the site of a 28-acre mixed-use, master planned development along the San Francisco Central Waterfront, adjacent to the Dogpatch neighborhood. The area is within the Port’s larger Pier 68-70 industrial area (71.6 acres) having several sub-planning areas including the Historic Core, the Shipyard, Crane Cove Park, and adjacent land use entitled areas called the Illinois Parcels and Hoedown Yard. For Pier 70, the master developer is Forest City. As project developer, Forest City is obligated to prepare the 28-acre site, build the infrastructure and public spaces, and protect the site from sea level rise hazards as well as geotechnical issues, and all necessary work needed to serve the project at full build out.

Similarly, Mission Rock is the site of a 20-acre mixed-use, master planned development near Piers 48-50 just outside of the Mission Bay Redevelopment Plan project area. The master developer is a team led by the San Francisco Giants. There are 11 development blocks with additional space within Pier 48 and a new wharf along the east side of Terry A. Francois Blvd extending from Pier 48 to Pier 50. The Mission Rock development requires substantial ground improvement work, a new sanitary sewer pump station, and development of 7 acres of new parks and open space.

The Port issues this RFP pursuant to each Project’s respective Interagency Cooperation Agreements ("ICA")\(^1\), as amended, between the Port and the master developers that allow the Port to contract with a third party “Project Coordinator” to assist the Port with expeditiously processing submittals related to the Projects.

Pre-development submittals are currently being developed and submitted according to the process described in the ICA, and must be consistent with the preceding and overarching entitlement documents, including but not limited to the:

- Each Project’s respective Special Use District (SUD)\(^2\)
- Final Environmental Impact Reports (“EIR”)
- Design for Development and Design Control documents
- Project Infrastructure Plan and Supplements
- Subdivision Code and Regulations
- Pier 70 Streetscape Master Plan, and
- Master Utility Plans.

The ICA for each Project requires the respective master developer (and its consultants) to design and engineer all planning, studies, drawings, submittals, cost estimates, and oversee construction. For this Request For Proposal, the scope of work shall include facilitating the ICA process on behalf of the Port; review of pre-development and development phase submissions with respect to the Port’s regulatory authority for permitting, advising the Port on infrastructure issues, and providing constructive feedback recommendations, troubleshooting and resolving plan review comments.

**Pier 70 work plan**

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\(^1\) The ICA sets out cooperative procedures amongst the City agencies to expeditiously approve permit applications.

\(^2\) A Special Use District was created for both Pier 70 and Mission Rock to control land uses and create design guidelines.
The Pier 70 Development Project will be implemented in three phases. The first phase must be completed within 7-1/2 years and will include improvements within the 28-acre site as well as connections to existing services from the west side of the project. The hard construction cost for the first phase is estimated at approximately $82 Million. More detailed information regarding the work and subsequent phases can be found in the Infrastructure Plan.

Mission Rock work plan

The Mission Rock Development Project will be implemented in four phases. The first phase must be completed within 7-1/2 years and will include four development blocks, associated streets, utilities, and China Basin Park. The hard construction costs for the first phase are estimated to cost $60 Million. More detailed information regarding this work can be found in its Infrastructure Plan.

A. General Scope of Work

1. This description of the scope of work is a general guide to the work the Port anticipates of the selected Consultant and should not be considered a complete listing of all contract services that may be required or desired.

2. Under the direction of the Port and working closely with the San Francisco Public Works Infrastructure Task Force, Consultants shall facilitate an efficient review, by all City Agencies, of plans and specifications submitted by various Developers for the design, construction and acceptance of public infrastructure in large development areas. The selected Consultant shall monitor and advise on the progress of City Agencies in relation to the published project schedule for each phase of work and will be primarily responsible for working with City Agencies to perform their respective tasks in accordance with the established project schedule.

3. The selected Consultant shall be responsible for transmission of Developers’ submittals to the relevant City Agencies for review, and for soliciting comments arising from such review and issuing a comprehensive set of comments from City Agencies back to the Developers in accordance with the ICA schedule. Unless specifically requested by the Port, this RFP does not intend for the Consultant to function as another layer of review for Public Works. While the Port may direct the consultant to assist in such review by providing guidance and advice for completeness of submittals, the Consultant is not expected to review Developers’ submittals in detail before submitting them to the relevant City Agencies for review.

B. Detailed Scope of Services

In addition to the foregoing general description of services, the selected consultant should be prepared to perform, among other things, the following specific/detailed services at the City's direction during the contract term.

1. Conceptual Planning

   A. Become familiar with the Projects’ entitlement documents (approvals under the California Environmental Quality Act [CEQA], Disposition and Development Agreements, and similar documents).

   B. Advise the Port in the planning of all infrastructure systems, be aware of and work to mitigate negative impacts of infrastructure system design on the
Projects, permits, existing Port tenancies, and the public as required by entitlement documents.

C. Understand and communicate how the Developer’s design submissions will effect project goals and objectives and provide solutions to mitigate negative impacts on the Project.

D. Provide multi-disciplinary and engineering technical support, help resolve questions and varying positions from different City departments, and provide guidance to Port staff towards obtaining approval of infrastructure improvements.

E. Provide engineering input, guidance, and feedback on temporary utilities, systems, relocations, and other infrastructure planning.

F. Set up meetings, take meeting notes, follow-up with a list of action items for the development, modification, and acceptance of design and construction standards, regulations, codes, Master Utility Plans and other plan document updates as required.

2. Existing Street and Utility Systems

A. Review and assist in the coordination of shut downs, relocations, and transitions of existing streets and utility systems.

B. Review and assist in the coordination of the timing and need for extensions, upgrades, re-design, and relocation of existing or new City-owned utility systems or third party-owned utility systems.

C. Assist the Port in reviewing any documents for all required easements or other agreements for rights of way and utilities.

D. Review and assist in managing existing and new tenant utility and access needs in the emerging, transforming large scale development Projects.

3. Mapping

E. Advise in mapping topics including easements, encroachments, quiet title matters, and other title issues.

F. Advise the Port in the determination of boundaries and conditions of approval on all map related items, and participate in mapping meetings as required.

G. Advise the Port in preparing Conditions of Approval related to Tentative Maps, Tentative Transfer Maps, Final Maps, phased Final Maps, Final Transfer Maps, Parcel Maps, and Lot Line Adjustments. Advise the Port in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and other map related services as needed.

4. Land Transfers

A. Advise the Port from a technical perspective in land transfers, by attending any meetings as necessary and identifying any potential issues as they relate to existing or planned infrastructure systems.

B. Assist in the review Boundary Surveys, ALTA Surveys, Records of Survey, as needed.

5. Coordinate ICA Review Process through Approval

A. Coordinate the transmittal of submissions described in this RFP and monitor progress of various City agencies in accordance with the ICA.
B. Convene meetings with individual or multiple agencies to resolve plan review comments.

6. Infrastructure Submission Review
   A. Support Port’s in-house staff in their review of Development Project submittals as required by the entitlement documents, including but not limited to: Infrastructure Plans and Supplements; Streetscape Master Plan; Basis of Design Report, First Submittal, Second Submittal, Permit Sets, and Improvement Plans.
   B. Set up meetings, take meeting notes, and follow-up with a list of action items for managing and monitoring the City review process in accordance with the entitlement documents and report status of review to Port staff. Collect and compile plan review responses from City agencies.
   C. Convene special meetings with City departments as necessary to provide additional requested information or troubleshoot on individual issues as they relate to plan submittals.
   D. Review cost estimates to support the City’s proposed acquisition of infrastructure, streets and parks with public financing, as needed. Recommend modified unit pricing where variation from the budgeted acquisition prices is above 10%.
   E. Participate, as required by the Port, in technical meetings related to infrastructure systems including pre-submittal conferences, and identify inconsistencies (either Developer proposed or City Agency requested) with entitlement documents either being proposed, or offered as a comment by another City department.

7. Construction Phase Tasks
   A. Facilitate the review of developers’ reimbursement requests for compliance with requirements of Community Facilities Districts (CFD) and Infrastructure Financing Districts (IFD).
   B. The Consultant shall review construction cost documentation, including soft costs, to assist in determining the eligibility of costs for reimbursement of public funds to private parties.
   C. Facilitate the Port’s Determination of Completion process under the respective Disposition and Development Agreements pursuant to the schedule of performance.

8. Other Tasks to be Determined at Port’s Direction
This description of the scope of work reserves a budget for tasks not known at the time of this RFP.
Section 3. Submission Requirements

Time and Place for Submission of Proposals

Proposals must be received by the Port of San Francisco not later than 5:00 p.m., on July 20, 2018. Postmarks will not be considered in judging the timeliness of submissions. Proposals must be delivered in person or mailed to:

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

Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

Submittal Packages

Proposers shall submit the following packages:

1. Four (4) copies of the Proposal (or Statement of Qualifications) in a sealed envelope clearly marked “Proposal for Technical Support Services Pier 70 and Mission Rock Special Use Districts.”
   a. Edge-bound using spiral coil binding (plastic or other wire edge-bindings);
   b. Do not use 3-ring binders;
   c. Minimum of 11-point size font, unjustified, one inch margins all sides (excluding headers and footers);
   d. Printed double-sided on 8.5x11 recycled paper;
   e. Tabloid (11x17) sheets may be used for tables, organizational charts or other graphical information and will count as one page;
   f. Use clearly labeled tabs or other separators within the document.

2. One (1) copy of Billing Rates Schedule (refer to Appendix B).

3. One (1) original and one (1) copy of required CMD forms (refer to Appendix D).

4. One (1) USB drive with electronic version of above items 1, 2, and 3 in Adobe PDF format. Include the USB drive in the envelope containing the Proposals.

Content of Proposal

Firms interested in responding to this RFP must submit the following information, in the order specified below: Your proposal shall not exceed 27 pages.
The Proposal (Statement of Qualifications - SOQ) shall be clear and concise, responsive to all RFP requirements, include a Table of Contents, and in a reader-friendly format separated by labeled tabs as follows:

1. Executive Summary
2. Project Approach
3. Prime Consultant Qualifications
4. Key/Lead Personnel Qualifications
5. Team Qualifications
6. References

Executive Summary (up to 2 pages)
Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

The letter must include the following:

a) Exact name of the firm (the legal entity) submitting the Proposal, business address, and name of its principals. In the event of a Joint Venture (JV), include the exact names of the firms, business addresses, and names of principals, and identify the lead partner.

b) A brief description of the firm, experience, and qualifications.

c) A statement identifying the Project Manager, Lead Professional Engineer, and Lead Land Surveyor, and that they are employees of your firm prior to the due date of the Proposals for this RFP.

d) A primary contact person for all communications pertaining to the Proposal, with office phone number, cellular phone number, e-mail address, and mailing address.

Project Approach (up to 5 pages)
Describe the services and activities that your firm proposes to provide to the Port. Include the following information:

a) Provide a clear statement of the Prime Proposer’s or JV Partners’ understanding the nature and extent of the services required.

b) Overall approach to the services described in Section 2 of the RFP including a discussion of how your firm can support the Port based on your understanding of engineering issues that might be pertinent to the development projects at Mission Rock and Pier 70.

c) Ability and experience completing work assignments involving multiple disciplines in a timely and cost effective manner.
d) 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.

e) 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.

f) Describe your plan to ensure that the LBE participation requirement is met during the contract.

g) Other ideas for providing the services for this contract.

Prime Consultant Qualifications (up to 6 pages)

Provide information on your firm’s background and qualifications which addresses the following:

a) Description of three projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.

b) A description and background of the Prime Proposer, or each JV partner, if applicable, which shall include corporate qualifications, professional qualifications, expertise and experience, and technical capabilities to fulfill the services specified in the RFP and successfully complete the work.

c) Indicate number of years in business and a statement that the Prime Proposer or each JV partner meets the qualification requirements specified in the RFP.

Key/Lead Personnel Qualifications (up to 3 pages)

a) The Prime Proposer must clearly demonstrate that the Project Manager, or Lead Professional Engineer, or Lead Land Surveyor, or other lead personnel proposed for this RFP meets the minimum qualification identified in Section 4 of this RFP.

b) The Prime Proposer must include all relevant information in this section for the Selection Panel to evaluate the ability and experience of the Lead Personnel to successfully fulfill their roles.

a) Indicate if the proposed Lead Personnel team have worked together before, and if they have worked successfully in conjunction with any government entity to manage and support projects.

Qualifications (up to 10 pages)

Provide a list identifying: (1) lead personnel on the project team, (2) the project manager, (3) the role and responsibilities each will have in the project, and (4) 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 City’s prior approval.

Provide a description of the experience and qualifications of all lead personnel, including brief resumes if necessary.

References (up to 2 pages)

Reference checks, including, but not limited to prior clients as indicated RFP Section 3, are required and will be used to confirm the applicability of Proposer experience in providing the desired services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets, Proposer’s problem-solving, project management and communication abilities, and performance on deliverables and outcomes.

Separate references will be required for the Project Manager. If reference checks result in a finding that information included in a Prior Project Description or elsewhere in the proposal is untruthful, then the City will reject the proposal.

Price Proposal

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal in a separate electronic folder or sealed envelope that includes the following:

Total fee for each of the disciplines/deliverables identified in the Scope of Work with a not-to-exceed figure; and

Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

Certification of Headquarters in Accordance with Administrative Code Chapter 12X.

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address __ __________________________. I will notify the City if my company’s headquarters moves.”

Section 4. Evaluation and Selection Criteria

A. Minimum Qualifications

Any Proposal that does not demonstrate that the Proposer meets the minimum qualifications described below by the deadline of submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

Prime Consultant or Joint Venture Partners Qualifications
1. The Prime Consultant or Lead Joint Venture Partner, that possesses a minimum of **5 years** of experience with demonstrated the capability of providing multi-disciplinary engineering support services.

2. The Prime Consultant or Lead Joint Venture Partner shall have a demonstrated history of providing successful infrastructure engineering support services. Consultant must list **three (3) sample projects with a construction cost valued at $10 million or more** completed for a government agency within the last **10 years** that demonstrate its experience.

3. To qualify as a Non-Lead Joint Venture Partner, a Consultant must possess a minimum of **5 years** of experience with demonstrated capability of providing infrastructure engineering support services, AND one of its Principals must have a minimum of **5 years** of experience providing infrastructure engineering support services.

**Key/Lead Personnel Qualifications**

Key or Lead Personnel, such as, Project Manager, or Lead Professional Engineer, or Lead Land Surveyor, shall have a minimum of **5 years** of experience in their field of expertise, and must possess the following:

3. Knowledge of current and upcoming relevant local, regional, state, and federal regulations governing infrastructure planning, engineering, and permitting; utility planning, engineering and coordination; construction; land development; land surveying and subdivision work.
4. Familiarity with San Francisco development process, procedures and permitting processes and various city and regulatory agencies; experience with coordinating plan reviews amongst a variety of permitting entities.
5. Experience in at least three (3) relevant, verifiable projects.

**Subconsultant Qualifications**: To qualify as a Subconsultant to the Prime Consultant for the contract services, the Subconsultant must satisfy one of the following qualifications:

1. The Subconsultant must possess a minimum of **3 years** of experience in one or more technical fields required under the scope of services for which the Subconsultant is being proposed;
Proposals should clearly demonstrate that these minimum qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, proposer will be deemed non-responsive.

Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in multi-disciplinary engineering services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. No more than four of the firms with the highest scoring proposals will be interviewed by the committee to make the final selection.

1. Overall Evaluation Process

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

<table>
<thead>
<tr>
<th>Evaluation Phase</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>Screening of Minimum Qualifications</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Written Proposal</td>
<td>100</td>
</tr>
<tr>
<td>Price</td>
<td>0</td>
</tr>
<tr>
<td>Oral Interview</td>
<td>100</td>
</tr>
<tr>
<td>TOTAL</td>
<td>200</td>
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</tbody>
</table>

Screening of Minimum Qualifications

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section 4 of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

Written Proposal Evaluation

The proposals will be evaluated by a committee comprised of parties with expertise in the areas of the needed services.

Oral Interview Evaluation
Following the evaluation of the written proposals, scores will then be tabulated and proposers will be ranked starting with the proposer receiving the highest score, then continuing with the proposer receiving the second highest score, and so on. A maximum of four proposers receiving the highest scores will be invited to an oral interview. The City will determine the format and the scoring criteria to be used during the interview. The interview will consist of either or both standard questions asked of each of the proposers, and may include questions of clarification for specific proposals. The evaluation panel will evaluate each proposer based on their presentation and/or responses. After the oral interview, the City will combine all scores, rank the proposers and select the highest ranked proposer to enter into negotiations with.

Following the evaluation of the written proposals, a maximum of four proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers.

The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
<th>Written Proposal</th>
<th>Interview</th>
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<tbody>
<tr>
<td><strong>As-Needed /Technical Approach</strong></td>
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<tr>
<td>• Understanding of the nature and implementation of services required by the Port;</td>
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<td>• Approach to addressing and completing the tasks described in Section 2;</td>
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<td>• Project Management and Contract Administration capability; and</td>
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<td>• Demonstrated ability to work with the public agency owner as a team, including other consultants hired to represent the owner.</td>
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<tr>
<td><strong>Assigned Project Staff</strong></td>
<td>25</td>
<td>25</td>
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<tr>
<td>• Relevant experience of staff assigned to the type of work anticipated in the RFP;</td>
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<td>• Professional qualifications;</td>
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<td>• Availability of assigned staff; and</td>
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<td>• Demonstrated capability in producing cost effective project results.</td>
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<tr>
<td><strong>Prime Consultant and Team Experience</strong></td>
<td>20</td>
<td>20</td>
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<tr>
<td>• Expertise of the Consultant/team in the fields necessary to complete the tasks listed in this RFP;</td>
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<tr>
<td>• Experience and results with similar professional services contracts involving the nature of work anticipated under this RFP; and</td>
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<td>• Demonstrated capability to complete tasks within the agreed upon budget and timeline.</td>
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<tr>
<td><strong>Firm and Sub-consultants</strong></td>
<td>20</td>
<td>20</td>
<td></td>
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<td>• Current workload and resources;</td>
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<td>• Capacity and flexibility to complete high quality work in a timely manner;</td>
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<td>• Ability to perform on short notice and manage multiple disciplines; and</td>
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<td>• Presentation, clarity, organization of submittal, and responsiveness to project approach submittal requirements.</td>
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Pre-proposal Conference and Contract award

Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on Wednesday, June 13, 2018, at 10:00 a.m. to be held in the Port Commission Hearing Room, Second Floor, Ferry Building, The Embarcadero, San Francisco, CA 94111. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

Question and Answer Period

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending Friday, June 15, 2018, no later than 5:00 p.m. PST and directed to: boris.delepine@sfport.com Questions and Answers will be posted publically.

Boris Delepine, Contracts Manager
Port of San Francisco
Pier 1 – The Embarcadero
San Francisco, Ca. 94111
boris.delepine@sfport.com

Please reference RFP for Technical Support Services Pier 70 and Mission Rock Special Use Districts.

The Pre-Proposal Conference will begin at the time specified, and company 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-Proposal Conference shall not excuse the successful Proposer from any obligations of the contract. The Port will issue written RFP Addenda for any changes or additions to the requirements contained in this RFP, as a result of the Pre-Proposal Conference. It is the responsibility of the Proposer to check for any RFP Addenda, Q&A postings, and other updates which will be posted on the City’s Bid and Contracts website:

http://sfport.com/rfps-rfqs

Contract Award

The Port of San Francisco will select a proposer with whom Port staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Port of San Francisco, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.
Terms and Conditions for Receipt of Proposals

Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

Inquiries Regarding RFP

Proposers shall submit all questions concerning this Contract solicitation, scope of services or requirements in writing by email only during the Question and Answer Period, ending June 15, 2018 no later than 5:00 p.m. PST and directed to: boris.delepine@sfport.com. All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City’s Bid and Contracts website: [http://sfport.com/ rfps-rfqs](http://sfport.com/rfps-rfqs)

Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 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. At Proposer’s election, the proposal may remain valid beyond the 180 day period in the circumstance of extended negotiations.

Revision of Proposal

A proposer may revise a proposal on the proposer’s own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time.
In no case will a statement of intent to submit a revised proposal, or commencement of
a revision process, extend the proposal due date for any proposer.

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

Errors and Omissions in Proposal

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

Financial Responsibility

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

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) six 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 proposer 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, 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:

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.
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.

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.

**Sunshine Ordinance**

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

**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.
Reservations of Rights by the City

The issuance of this RFP 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:

Waive or correct any defect or informality in any response, proposal, or proposal procedure;
Reject any or all proposals;
Reissue a Request for Proposals;
Prior to submission deadline for proposals, modify all or any portion of the evaluation and selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
Procure any materials, equipment or services specified in this RFP by any other means; or
Determine that no contract or project will be pursued.

No Waiver

No waiver by the City of any provision of this RFP 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 RFP.

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 RFP.

Each solicitation process requires a new submittal of CMD Attachment 2 forms at the following link, located under the heading “Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”: [http://sfgov.org/cmd/important-forms](http://sfgov.org/cmd/important-forms)

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

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

1. **Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this solicitation. More information regarding these requirements can be found at:

[http://www.sfgov.org/cmd](http://www.sfgov.org/cmd)

2. **LBE Sub-consultant Participation Requirement**
Please refer to San Francisco Administrative Code Chapter 14B and CMD Attachment 2 for information concerning the City's LBE program.

The LBE sub-consulting goal is 23% of the total value of the goods and/or services to be procured. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

The Sub-consultant Participation requirement is 23% pursuant to Section 14.B.9 of the Administrative Code, proposers are hereby advised the availability of Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Other Business Enterprise (OBE) to perform Sub-consultant work on these contracts is as follows: 9.1% MBE, 3.9% WBE and 10% OBE. (These are not goals, but are availability advisory only). Prospects are further advised that they may not discriminate in the selection of sub-consultants on the bases 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 neither MBEs nor WBEs nor OBE’s are unfairly or arbitrarily excluded from the required outreach.

3. **Link to LBE Sub-consultant Directory**
This link takes you to a directory of current Local Business Enterprises.


4. **Good Faith Outreach to Select LBE Sub-consultants**
Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, 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 response. LBEs identified as sub-consultants must be certified with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

5. **Documentation of Good Faith Outreach Efforts**
In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a Respondent shall also undertake and document in its submittal the good faith efforts required by San Francisco Administrative Code Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Responses which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract.

*Note: If Respondent meets/exceeds LBE participation by 35% (i.e. 31.05% LBE participation for this contract), Good Faith Outreach documentation is not required.*
6. **LBE Participation and Rating Bonuses**

The City strongly encourages RFP responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-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 (415) 581-2310. The 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 joint venture between or among LBEs; or
- **b)** A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- **c)** A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

**Joint Venture Rating Bonus**

If applying for a rating bonus 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 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 joint venture. The portion of the LBE joint venture partner’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 partner’s portion of the contract must be assigned a commercially useful function.

7. **Application of the Rating bonus:**

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, 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 will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
- **b)** Contracts with an Estimated Cost in Excess of $400,000 and Less Than or Equal To $10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), 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.
- **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 will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
- **d)** The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of $10,000 and Less Than or Equal to $10,000,000:
  - **i.** 10% for each JV among Small and/or Micro LBE prime proposers.
  - **ii.** 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.
  - **iii.** 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
  - **iv.** The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for
purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.

e) The rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed $20 million.

8. 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, the CMD Contract Compliance Officer for this solicitation at 415-274-0511 or by e-mail at Finbarr.jewell@sfgov.org. The forms will be reviewed prior to the evaluation process.

9. Contract Requirements

Contract Monitoring Division Requirement

Prosper are advised that. After payment, the consultant is required to enter invoiced data and payment data into City Financial System (FSP). Furthermore, sub-consultants will be required to confirm receipt of payment through FSP.


The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B (which form is subject to change prior to any contract negotiations or award). 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.

Nondiscrimination in Contracts and Benefits

The successful proposer 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/.

Minimum Compensation Ordinance (MCO)

The successful proposer 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 amount of hourly gross compensation currently required under the MCO, see
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.

Health Care Accountability Ordinance (HCAO)

The successful proposer 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.

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 http://oewd.org/first-source and from the First Source Hiring Administrator, (415) 701-4848.

Prevailing Wages

This RFP seeks a qualified Consultant or Joint Venture team to provide contract services that might 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 requiring the payment of prevailing wages ("Covered Services") for "public works" contracts as defined in Section 1720. The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this RFP as if fully set forth herein and will apply to any Covered Services performed in the future by the selected Consultant. 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 whose proposals include Covered Services 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 RFP.

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 at https://sfgov.org/olse/prevailing-wage, and are also available on the Internet at http://www.dir.ca.gov/DLSR/PWD. Any selected Consultant 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. The selected Consultant must further agree as follows:
As required by Section 6.22(e)(5) of the City Administrative Code, the Consultant will include in every subcontract or other arrangement for Covered Services under the contract awarded under this RFP, a provision that requires subconsultants 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, the Consultant 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, the selected Consultant and its Subconsultants 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 awarded contract.

The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subconsultant performing Covered Services submits weekly certified payrolls to the City for the applicable time period. The Consultant and each subconsultant performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) refer to Appendices to the City contract form for further compliance details.

Conflicts 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.

10. Protest Procedures

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 proposal and believes that the City has incorrectly determined that its proposal 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 proposer, and must cite the law, rule, local ordinance, procedure or RFP 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.

Protest of Non-Responsible Determination
Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. 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-responsibility. 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 proposer, and must cite the law, rule, local ordinance, procedure or RFP 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.

Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer 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 proposer, and must cite the law, rule, local ordinance, procedure or RFP 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.

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 must be delivered to:

Boris Delepine, Contracts Manager
Port of San Francisco
Pier 1 – The Embarcadero
San Francisco, Ca. 94111
boris.delepine@sfport.com
Appendix A

Standard Forms

A. How to become Eligible to Do Business with the City:

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org/:

1. Vendor Application Packet (includes New Vendor Number Request Form and IRS Form W-9)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at https://sfcitypartner.sfgov.org/.

D. Vendor Eligibility Forms:

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</td>
<td>This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td>Declaration of Nondiscrimination in</td>
<td>This Declaration is used by the City’s Contract Monitoring</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
</tbody>
</table>
Contracts and Benefits with supporting documentation (Form CMD-12B-101) | Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s Contract Monitoring Division Equal Benefits web page.

Vendor Profile Application | Includes New Vendor Number Request Form and IRS Form W-9. [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/)

### E. Supplemental Forms:

| Form: Minimum Compensation Ordinance (MCO) Declaration (pdf) | Required If: You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

| Health Care Accountability Ordinance (HCAO) Declaration (pdf) | You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.

| Insurance Requirements (pdf) | The solicitation requires the successful proposer to demonstrate proof of insurance.

| Payment (Labor and Material) Bond (pdf) | The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.

| Performance Bond (pdf) | The solicitation requires the awarded vendor to post a Performance bond. |
Local Business Enterprise Program Application ([Contract Monitoring Division](#))

You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts.

For further guidance, refer to the City’s supplier training videos that are located online at: [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/).